



Solicitation Number: RFP #111522

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Wille North America Inc., 2458 Huntley Road, Stittsville, ON Canada K2S1B8 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Airport Runway Equipment with Related Supplies and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 3, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Wille North America Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
2/2/2023 | 1:59 PM CST
Date: _____

DocuSigned by:
Michael Bergeron
90EA1BCB846149A...
By: _____
Michael Bergeron
Title: President
2/2/2023 | 11:37 AM CST
Date: _____

Approved:

DocuSigned by:
Chad Coquette
7E42B8F817A64CC...
By: _____
Chad Coquette
Title: Executive Director/CEO
2/2/2023 | 2:08 PM CST
Date: _____

RFP 111522 - Airport Runway Equipment with Related Supplies and Services

Vendor Details

Company Name: Wille North America
Address: 2458 Huntley Road
Stittsville, Ontario K2S1B8
Contact: Matt Tierney
Email: mtierney@willenorthamerica.com
Phone: 613-838-2300 2
Fax: 613-838-2600
HST#: 833610579RT0001

Submission Details

Created On: Wednesday November 09, 2022 18:35:09
Submitted On: Tuesday November 15, 2022 08:10:19
Submitted By: Matt Tierney
Email: mtierney@willenorthamerica.com
Transaction #: 2388d26c-c2d3-449b-b8c0-3d064319d4c7
Submitter's IP Address: 173.210.226.233

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Wille North America Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Tokvam A/S equipment is offered on the RFP as WNAI is the sole North American distributor for Tokvam equipment. WNAI also offers allied attachments from such manufactures as Horst, Stark, Serco, TOP, Buffalo Turbine and more to fulfill customers requirements.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	HST# 83361 0579 RT0001
5	Proposer Physical Address:	2458 Huntley Road Stittsville, ON Canada K2S1B8 613-838-2300
6	Proposer website address (or addresses):	https://www.willemachines.com/
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Michael Bergeron President 2458 Huntley Road Stittsville, ON Canada K2S1B8 613-838-2300 mbergeron@willenorthmerica.com
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Michael Bergeron President 2458 Huntley Road Stittsville, ON Canada K2S1B8 613-838-2300 mbergeron@willenorthmerica.com
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Matt Tierney General Manager 2458 Huntley Road Stittsville, ON Canada K2S1B8 613-838-2300 mtierney@willenorthmerica.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Wille North America Inc. (WNAI) was founded in 2012 to acquire the North American Distribution right to Wille products. Wille has been manufacturing multi function utility vehicles and attachments in Finland since the mid 1950's. Wille multi function utility vehicles and attachments are sold in virtually all winter markets throughout the world and have been sold in North America for over 10 years. Wille North America Inc. is the authorized Distributor who, as the North American factory representatives, appoints local Dealers who are recognized equipment sales and service leaders in their territories. The Wille factory in Finland, is factory is ISO certified (please refer to ISO Certification folder included with the supporting document of this RFP) assuring product quality and, as importantly, a commitment to complete and ongoing customer satisfaction. Documentation including parts, operation and service manuals are kept current. Parts availability is guaranteed for the life of all products. Wille is recognized as a leader in developing new technologies to improve winter road maintenance. Ongoing training ensures that Wille Distributors, Dealers and Dealer's Technicians are kept up to date with these product advances and are able to deal promptly with all installation, start up and operator training issues. We provide comprehensive training for our dealers as well as integrated and direct customer support.</p> <p>With hundreds of Wille multi function utility vehicles and attachments in operation from the coast to coast in Canada and the USA on runways, roadways, sidewalks, pathways, and parking lots, WNAI is dedicated solely to servicing Wille products and supporting attachments- a product that is counted on to keep winter roads passable for emergency vehicles and commuters, runways open for emergency life flights and passenger aircraft as well as commercial and residential maintenance. This responsibility is taken seriously, therefore everything WNAI does solidifies our commitment to customer satisfaction.</p>	*
11	What are your company's expectations in the event of an award?	WNAI would expect increased sales from the promotion of the SOURCEWELL contract through extensive marketing of the Contract. It is also expected that SOURCEWELL members purchasing Wille products using the SOURCEWELL contract rather than traditional bids would have a compliant but far less cumbersome purchasing experience.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Wille Machines has manufactured multi function utility vehicles since the 1950's and are an AAA accredited company. WNAI has been in operation in North America since 2012 and continues to provide sales and service support across North America. Please refer to Bank and Credit References with the supporting document of this RFP for Wille Machines Credit Rating documentation and Bank Reference Letters for WNAI.	*
13	What is your US market share for the solutions that you are proposing?	With the unique factor the the Wille multi Function Utility vehicle has 3 attachment mounting points and the arability to hydraulically operate all 3 attachments at the same time and not other competitor has this ability, with these features in min the Wille machines have 100% of the market within their respected category.	*
14	What is your Canadian market share for the solutions that you are proposing?	With the unique factor the the Wille multi-function Utility vehicle has 3 attachment mounting points and the arability to hydraulically operate all 3 attachments at the same time and not other competitor has this ability, with these features in min the Wille machines have 100% of the market within their respected category.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No it has not.	*
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	With the unique factor the the Wille multi-function Utility vehicle has 3 attachment mounting points and the arability to hydraulically operate all 3 attachments at the same time and not other competitor has this ability, with these features in min the Wille machines have 100% of the market within their respected category.	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The WNAI Dealer Agreement requires that all dealers are properly licensed and insured for the territories in which they operate. This extends to the proper certification and licensing of technicians and mechanics	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Wille North America has not had any "Suspension or Debarment" applied to our organization.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	WNAI has received an award from The Association of Ontario Road Supervisors (AORS) for the best operator focused display for introducing new technologies. The Municipal Equipment and Operations Association of Ontario (MEOA) awarded WNAI with the Best Equipment Technology Display.	*
20	What percentage of your sales are to the governmental sector in the past three years	95% government subtract contractor sales	*
21	What percentage of your sales are to the education sector in the past three years	None of sales in the past three years have been in the education sector.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	WNAI intends to exclusively use Sourcewell for any and all cooperative purchasing contracts.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	WNAI has no GAS or SOSA contracts at this time.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Town of Canmore	Geordie Heal Supervisor of Streets and Roads	403-678-1588	*
Cincinnati/N. Kentucky International Airport	Matthew Gabbert Senior Manager Airfield Maintenance	859-743-5822	*
Groupe Essa	Simon Jourdain Directeur du Developpement	418-627-0633 x228	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
GTAA Toronto Pearson International	Government	ON - Ontario	Airport jet gate maintenance	3 Wille machines and 6 attachments	\$730,750 USD	*
Barrie Transit	Government	ON - Ontario	Public Transit bus shelter maintenance	4 Wille machines and 16 attachments	\$980,860 CAD	*
Frontier Airlines	Government	Colorado - CO	Airport jet gate maintenance	2 Wille machines and 4 attachments	\$403,385 USD	*
Perth-Andover	Government	NB - New Brunswick	Municipality maintenance	2 Wille machines and 6 attachments	\$440,145 CAD	*
State of Connecticut	Government	Connecticut - CT	Roadside maintenance	3 Wille machines and 6 attachments	\$800,806 USD	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	WNAI has a dedicated professional staff of 10 people that maintain 100% focus on the products contemplated in this RFP. The ownership group is comprised of Michael Bergeron, President, Hans Schmitz, Vice President, Marc Fischer, Vice President and Andrew White, Vice President. WNAI sales/service force is comprised of administrative staff and field staff. They provide sales coordination, sales support, technical support, marketing support, parts and service support and training support. There are 7 field staff that are constantly travelling across North America for service, sales and support related activities. The field staff are dedicated to providing full sales support, service support, technical support and training support to the dealer network and the end user of the Wille product line contemplated in this RFP.
27	Dealer network or other distribution methods.	In the North America, WNAI currently has 19 dealers and 1 dedicated Airport dealer, some of which have more than one location in order to create a sales and support presence across their territories. Each of these 20 dealers have a sales team, Wille factory trained service personnel and parts departments, repair facilities, parts warehousing, and administration offices.
28	Service force.	WNAI sales/service force is comprised of administrative staff and field staff. There are 4 administrative staff that are located at the Head Office and provide 100% dedication to the products proposed in this RFP. The administrative staff provide sales coordination, warranty support, internal/external sales support, technical support, marketing support, parts and service support, training support and liaising with the factory. There are 6 field staff that are constantly travelling across North America for service, sales and support related activities. The field staff are dedicated to providing full sales support, service support, technical support and training support to the dealer network and the end user of the Wille product line contemplated in this RFP. Wille dealers are chosen because of their expertise and commitment to providing superior customer service and support. Each dealer is equipped to offer road service to the Wille customer as well have the ability to service customers at their location. In addition to the dealer service network, WNAI has dedicated field employees available to be at the customer's location for service assistance.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	With reference to the Dealer territory list, the customers are to submit a purchase order to their designated Dealer with proof of SOURCEWELL member status. The Dealer will in turn order the requested equipment from WNAI and Dealer bills the customer directly. Dealers are included in this proposal. The Dealer for the specific territory will accept the PO and bill the customer directly.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Service and technical support is offered through two different, but complementary, avenues. The customer's local dealer is available to provide comprehensive technical support and service. In addition, WNAI is available 24/7 to provide technical support and service. Our toll free number makes for easy communication directly with trained Wille representatives. Parts orders for repair and maintenance of Wille equipment are placed directly with the dealer. If the dealer does not have inventory of the necessary items, an order is issued to WNAI by the dealer. WNAI picks and ships parts same day with the option of shipping direct to the customer. WNAI has over \$1.5 million of parts inventory on hand to ensure that machines have minimal down time. Furthermore, we replenish our parts weekly to ensure that we have the inventory needed for our customer's service and maintenance needs.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	WNAI and it's dedicated dealer network has the full ability and willingness to provide our entire product catalog and services to any participating Sourcewell entity within the United States. With dealers providing local representation and WNAI providing all necessary assistance North America wide. With WNAI's 7 road staff, 3 office staff, 24/7 support and local representation customers will never be without products or services.

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	WNAI and it's dedicated dealer network has the full ability and willingness to provide our entire product catalog and services to any participating Sourcewell entity within the Canada. With dealers providing local representation and WNAI providing all nessicary assistance North America wide. With WNAI's 7 road staff, 3 office staff, 24/7 support and local representation customers will never be without products or services.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	WNAI is able to service all of North America.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	WNAI is able to provide service to any and all participating entity sectors.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	WNAI does not have any specific contract requirements to service participating entities in Hawaii, Alaska or any other US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Utilizing our Dealer network, sales teams, tradeshow, company website, press releases, dealer websites, we will promote the SOURCEWELL partnership at every opportunity. Wille participates in multiple national tradeshow each year. For example, in 2022 already, WNAI has had booths at: <ul style="list-style-type: none"> • AAEE Snow Symposium in Buffalo • AORS Municipal Public Works Trade Show in Barrie • SIMA Snow and Ice Conference in Columbus • APWA International Public Works Congress and Exposition in Toronto. On award of the SOURCEWELL Contract, we will update tradeshow displays in order to prominently advertise SOURCEWELL partnership contract resulting in high exposure during these events. Furthermore, at the tradeshow we will couple the displays with hand-outs that will explain the SOURCEWELL membership details and its benefits. All of Wille's printed materials, including brochures, will include the SOURCEWELL logo with a statement about the contract and where to get more information on SOURCEWELL. The SOURCEWELL logo, website link and membership details will be placed in the footer (so as to be seen on every page) of WNAI's website. Furthermore, a press release will be made available in the 'News' section of our website (www.willemachines.com) that will outline in detail the contract and membership benefits. The Wille section of all dealer websites will include SOURCEWELL logo, link and membership details. In an effort to increase international exposure, we will have the manufacturer post the press release on their website, which has a large International presence (www.willemachines.com) All relevant print advertising (trade publications, etc.) done within the term of the partnership will contain SOURCEWELL partnership logo and statement. 	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	WNAI and its authorized dealers use technology and the internet in their marketing efforts. WNAI will leverage its online platform to educate and communicate to its customers and target marketing about the SOURCEWELL contract. In addition to WNAI's online platform, we will also utilize our dealer's online presence in North America and our manufacturer's online presence internationally.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We anticipate company bio, contact info and website link on the SOURCEWELL website in a related section of multi function utility vehicles and attachments. It is expected that the Wille logo will be included on all SOURCEWELL marketing materials promoting their contract vendors.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the number of potential options to properly configure a machine for each customer, WNAI doe not have an E-Procurement process available.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	WNAI and its Dealers offer exceptional product support. Onsite Operator and Mechanic training are available annually for a fee determined by the customer's servicing dealer for all Wille multi function utility vehicles and attachments purchased. These services are provided by factory trained technicians and are supported by WNAI and staff as required.
41	Describe any technological advances that your proposed products or services offer.	<p>All Wille multi function utility vehicles have Automatic Eco Drive as standard equipment. It adjusts the engine RPM automatically to the area of the best utility ratio and so reduces fuel consumption and emissions as well as noise when no high rotation is needed for travelling between locations or work.</p> <p>Automatic Eco Drive works in different ways at different driving speeds. The operator can select this feature from the machine settings at both high and lows speeds. This decreases the fuel consumption, emissions, and noise when you do not need the maximum RPM for acceleration or hydraulics.</p> <p>When the maximum speed is achieved, the automatic system slows down the engine RPM so that it is sufficient to keep the maximum driving speed. If the machine is driven uphill or in a terrain that puts extra load on the engine and the speed slows down by 3 km/h, the automatic system raises up the engine's RPM back to its maximum value until the maximum speed is achieved again.</p> <p>Owing to the automatic RPM adjustment, fuel consumption and emissions are considerably lower. The fuel consumption is especially lower when travelling between locations. Automatic Eco Drive also adds to the operator's driving comfort by reducing the noise that burdens the ears.</p>
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Wille products use technology to reduce the amount of chemical being spread during winter maintenance operations contributing to less environmentally harmful chemicals in the environment. Wille multi function utility vehicles and attachments meet all EPA and "Tier 4 Final" compliance standards.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Wille machines maintain the ISO 14001 certificate issued by LRQA. It's the worlds most well known environmental management standard, and Wille fully fulfill and maintain the requirements for the latest version. This covers not only the product itself, but the whole lifecycle of the product, from designing to recycling/reusing the materials, "cradle-to-cradle".
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>WNAI located in Ontario Canada, follows Ontario's Provincial "Employment Standards Act" (ESA 2000) which includes Ontario Human Rights Commission Employment Code that states that every person has a right to equal treatment with to respect with employment. We comply, support and follow these statutes.</p> <p>Many of our American based dealers have WMBE, SBE and or Veteran owned business certifications.</p>

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Wille Machines Oy, is the largest manufacturer of multi-function utility vehicles and attachment in Northern Europe in the weight class 2 - 7 tonnes for environmental management machines. Wille has sold nearly 8,000 machines since 1983 with their main market focus being the severe conditions found in Nordic countries such as Finland, Sweden, Norway, and North America.</p> <p>Wille machines are designed to operate through all four seasons, especially winter, when maintenance operations are the most demanding and expensive. Five different model sizes are offered, all of which have front, rear and over engine mounting positions and extensive factory installed hydraulic circuits for attachments with four season capabilities. The smallest model is 50" wide with a front heavy-duty 3-point hitch designed for narrow requirements. The four larger models are built with an integral front loader frame with the largest being equivalent in capacity to a conventional 2-yard wheel loader, however still compact in design. Wille is the most optimal machine on the market for the environmental management and maintenance of urban areas. These compact machines are ideally suited for municipalities and airports for tasks such as snow removal, sweeping, power washing and mowing. The idea of doing more with one machine by making it work efficiently, more effectively, and more environment friendly is in the heart of Wille.</p> <p>Wille Machines modern production facilities have a total area of about 15,000 m². The key production process utilizes the latest efficient and environmentally friendly technologies.</p> <ul style="list-style-type: none"> • High quality robotic welding stations for welding steel structures of products and efficient automated metalworking machines • Environmentally friendly primers and powder coating used in surface treatment, ensure no harmful solvent emissions are generated <p>More than 20 different machine optimized work attachments are manufactured under the Wille Optim brand. Some of the attachments available include rotary and collection brooms, a variety of buckets, blades, sand/salt spreaders and anti-icing/de-icing liquid sprayers for different sizes of Wille models. In addition to Wille Optim work attachments, our machines are compatible with a wide range of work attachments from other manufacturers.</p> <p>Wille Machines strong expertise as the market leader is reflected in the competitive high-quality products manufactured.</p>
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Subject to all terms of the Wille Warranty Certificate, WNAI will cover all products/equipment parts and associated labor.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranties do not impose usage limit restrictions. The only warranty restrictions are based on machine hours from first day of usage.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, we will cover warranties for items made by other manufacturers that are part of our proposal.
51	What are your proposed exchange and return programs and policies?	This would be handled on a case by case situation but but always done in favor of the end customer.
52	Describe any service contract options for the items included in your proposal.	Service contracts would be held by WNAI's dealers if they so choose to offer the customer this service.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	The payment terms offered for the proposed products to this RFP are Net 30	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Leasing/financing options are not in the realm of this proposal, however, Dealers may offer leasing/financing terms to satisfy a customer's requirements.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Part of our sales process is a detailed check list included with every sale. Part of the checklist is information pertaining to Sourcewell. With our customers purchase order to our dealer and the dealer's purchase order to WNAI, we require the end users name and address as well as their Sourcewell Customer Number. Attached you will find a document titled Machine Checklist that is attached to the outside of every sale file that we have. We have 3 section that are required to be filled out indicating the Sourcewell Customers name, that tier Sourcewell customer discount has been applied and that WNAI submits the payment to Sourcewell.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Majority of dealers accept the P-card procurement and payment process.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	WNAI is proposing a published catalog percentage discount for SOURCEWELL members. The discount is applied to the MSRP of the equipment being purchased by the SOURCEWELL member. This discount is applied to the total cost of the multi function utility vehicles and attachments, (outlined in detail in North America MSRP Price Catalogue). Each model has a base price, with additional options to suit the end user's needs. The discount is taken off of the sum of the base model, options and attachments selected. With reference to North America MSRP catalogue included with the additional documents, each SOURCEWELL member will be offered a 3% discount to their total purchase price of their multi function utility vehicle and attachments. In the price catalogue, each machine is cited with a base model price with additional options and attachments to conform to the needs of the end user. The 3% discount is applied to the sum of the respective base model, options and attachments. The North American MSRP catalogue for products proposed in this RFP clearly outlines SKU numbers for each item.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	WNAI will offer a discount of 3% off the North American MSRP for Wille multi function utility vehicles and attachments for all SOURCEWELL members.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Utilizing the ceiling-based pricing to the benefit of the customer, WNAI and our authorized dealers have the ability to offer discounts in a case-by-case situation to reflect volume or to meet the needs of a Sourcwell member. The value of ceiling pricing is that additional discounts are permissible through the contract.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Open Market" items or "Non-Standard Options" will be addressed on a case by case basis and quoted by the customer's WNAI Authorized Dealer to ensure the end user is offered 'turnkey' solutions. WNAI and its dealers will promote and encourage customers to work with other SOURCEWELL contract awarded companies to provide other required snow removal accessories in order to offer turn-key solutions to members.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Any special requests for equipment modifications that are outside the standard specifications of the Wille machine or attachments are considered custom. These special requests will be charged as separate line items.
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	In today's volatile freight market, WNAI sees it in the Sourcwell participating entity's benefit to source freight at the time of delivery. This allows each participating entity to acquire an accurate freight rate at the time of delivery. WNAI can assist with this process by utilizing our teams and freight network contacts to find the most accurate and best freight rate available.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	WNAI can accommodate freight shipping and delivery to Alaska, Hawaii, Canada or and off shore delivery necessary.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	All units are factory run test before shipping so it is possible at the Sourcwell member's request with their servicing dealer, to direct ship from the factory to the member or their servicing dealer.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	In an effort to track dollars sold to SOURCEWELL members as a result of this contract, we will require each PO submitted by the Dealer to reference the SOURCEWELL and the SOURCEWELL member (along with any member number or identifying designation given to the member by SOURCEWELL). A tracking database has been created strictly to track these PO's and details regarding service and warranty for the SOURCEWELL member.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	A tracking database is established strictly to track these PO's and details regarding service and warranty for the SOURCEWELL member.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	WNAI will pay a 2% (of Sourcewell Member net after discount) administrative fee. This fee is paid by WNAI and is included in, and not added to the pricing included with this response.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>The unique and distinguishing features of Wille machines is that they are designed to operate through all four seasons, especially winter, when maintenance operations are the most demanding and expensive. With five different model sizes offered, all of which have front, rear and over engine mounting positions and extensive factory installed hydraulic circuits for attachments with four season capabilities.</p> <p>The smallest model is 50" wide with a front heavy-duty 3-point hitch designed for narrow requirements. The four larger models are built with an integral front loader frame with the largest being equivalent in capacity to a conventional 2-yard wheel loader, however still compact in design. Wille is the most optimal machine on the market for the environmental management and maintenance of urban areas. These compact machines are ideally suited for municipalities and airports for tasks such as snow removal, sweeping, power washing and mowing. The idea of doing more with one machine by making it work efficiently, more effectively, and more environment friendly is in the heart of Wille.</p> <p>Wille Machines modern production facilities have a total area of about 15,000 m². The key production process utilizes the latest efficient and environmentally friendly technologies.</p> <ul style="list-style-type: none"> • High quality robotic welding stations for welding steel structures of products and efficient automated metalworking machines • Environmentally friendly primers and powder coating used in surface treatment, ensure no harmful solvent emissions are generated <p>More than 20 different machine optimized work attachments are manufactured under the Wille Optim brand. Some of the attachments available include rotary and collection brooms, a variety of buckets, blades, sand/salt spreaders and anti-icing/de-icing liquid sprayers for different sizes of Wille models. In addition to Wille Optim work attachments, our machines are compatible with a wide range of work attachments from other manufacturers.</p> <p>Wille Machines strong expertise as the market leader is reflected in the competitive high-quality products manufactured.</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	333924 333111 42385 33312 111522

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Plows;	<input checked="" type="radio"/> Yes <input type="radio"/> No	These are all attachments that can be utilized on every Wille Multi function utility vehicle. *
72	Blowers;	<input checked="" type="radio"/> Yes <input type="radio"/> No	These are all attachments that can be utilized on every Wille Multi function utility vehicle.
73	Brushes and sweepers;	<input checked="" type="radio"/> Yes <input type="radio"/> No	These are all attachments that can be utilized on every Wille Multi function utility vehicle.
74	Anti-icing equipment and deicing equipment;	<input checked="" type="radio"/> Yes <input type="radio"/> No	These are all attachments that can be utilized on every Wille Multi function utility vehicle.
75	Rubber removal equipment;	<input checked="" type="radio"/> Yes <input type="radio"/> No	These are all attachments that can be utilized on every Wille Multi function utility vehicle.
76	Runway closure markers;	<input checked="" type="radio"/> Yes <input type="radio"/> No	These are all attachments that can be utilized on every Wille Multi function utility vehicle.
77	Runway traction equipment;	<input checked="" type="radio"/> Yes <input type="radio"/> No	These are all attachments that can be utilized on every Wille Multi function utility vehicle.
78	Equipment accessories and technology related to production of a turn-key solution complementary to the solutions described in Lines 71-77 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	WNAI with our local dealers can provide turn key solutions for all described equipment. *
79	Complementary offering of parts, supplies, and services, related to the upkeep, repair, or maintenance of equipment described in Lines 71-77 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	WNAI has over \$1.5 million of parts inventory on hand to ensure that machines have minimal down time along with a vast options list of attachments the Wille multi function utility vehicle can support. *

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding

to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- [Pricing](#) - SOURCEWELL Wille Retail Price List December 2022.pdf - Monday November 14, 2022 14:15:33
- [Financial Strength and Stability](#) - Financial Strength and Stability.pdf - Monday November 14, 2022 14:02:27
- [Marketing Plan/Samples](#) - WNAI_brochure.pdf - Monday November 14, 2022 14:04:40
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty Files.pdf - Monday November 14, 2022 14:04:26
- [Standard Transaction Document Samples](#) - Machine Checklist.xlsx - Monday November 14, 2022 14:03:23
- [Upload Additional Document](#) - Other Supporting Documents.pdf - Monday November 14, 2022 14:03:13

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Michael Bergeron, President, Wille North America Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Airport_Runway_Eqpt_RFP_111522 Tue October 25 2022 01:23 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Airport_Runway_Eqpt_RFP_111522 Mon October 24 2022 03:59 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Airport_Runway_Eqpt_RFP_111522 Mon October 17 2022 11:06 AM	<input checked="" type="checkbox"/>	1