

**Solicitation Number: RFP #111522****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and TYMCO, Inc., 225 E. Industrial Blvd., Waco, TX 76705 (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.

Sourcwell 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 Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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 Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell 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 Sourcwell 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 Sourcwell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcwell 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 Sourcwell 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**

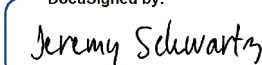
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

111522-TYM

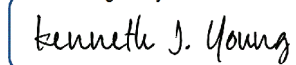
Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

TYMCO, Inc.

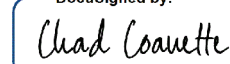
DocuSigned by:  
  
C0FD2A139D06489...

By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
2/2/2023 | 1:58 PM CST  
Date: \_\_\_\_\_

DocuSigned by:  
  
87B8AEAD732B42F...

By: \_\_\_\_\_  
Kenneth J. Young  
Title: President  
2/6/2023 | 10:49 AM CST  
Date: \_\_\_\_\_

Approved:

DocuSigned by:  
  
7E42B8F817A64CC...

By: \_\_\_\_\_  
Chad Coauette  
Title: Executive Director/CEO  
2/6/2023 | 11:08 AM CST  
Date: \_\_\_\_\_

# RFP 111522 - Airport Runway Equipment with Related Supplies and Services

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## Vendor Details

Company Name: TYMCO, Inc.  
Address: 225 E Industrial Blvd  
Waco, Texas 76705  
Contact: Bryan Young  
Email: bryan.young@tymco.com  
Phone: 254-799-5546 256  
Fax: 254-799-2722  
HST#:

## Submission Details

Created On: Tuesday October 04, 2022 08:08:01  
Submitted On: Tuesday November 15, 2022 09:20:02  
Submitted By: Bryan Young  
Email: bryan.young@tymco.com  
Transaction #: 68c0b9bd-e9b2-4b0d-b72b-9af0067a03fd  
Submitter's IP Address: 12.215.44.130

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## 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")	TYMCO, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	TYMCO, Inc.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	TYMCO, Inc.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE (Commerical and Government Entity) Code – 52DJ8 SAM (System for Award Management) Unique Entity Identifier - HCUKLSNPMLM3	*
5	Proposer Physical Address:	225 E Industrial Blvd Waco, Texas 76705	*
6	Proposer website address (or addresses):	www.tymco.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):	Kenneth J. Young President 225 E Industrial Blvd Waco, Texas 76705 kenneth.young@tymco.com 254-799-5546	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Bryan J. Young Marketing and Sales 225 E Industrial Blvd Waco, Texas 76705 bryan.young@tymco.com 254-799-5546	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bobby L. Johnson Vice President, Marketing 225 E Industrial Blvd Waco, Texas 76705 bobby.johnson@tymco.com 254-799-5546  Kaye Morgan Sales / Production Coordinator 225 E Industrial Blvd Waco, Texas 76705 kaye.morgan@tymco.com 254-799-5546  Craig Cook Regional Sales Manager 225 E Industrial Blvd Waco, Texas 76705 craig.cook@tymco.com 254-799-5546	

**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>TYMCO was founded in the late 1960s by B.W. Young in Waco, TX. The company started as a manufacturer of sweeping and paved surface maintenance equipment – serving both municipal and industrial customers. In the early 1980s, TYMCO participated in a rigorous performance test by the US Military and subsequently acquired a contract with the US Military to deliver sweepers to air bases worldwide. TYMCO's regenerative air sweeping system proved to be the most efficient and effective method for runway maintenance and Foreign Object Debris (FOD) prevention. TYMCO has been the preferred sweeper provider for military bases around the world – and, as a result, the preferred runway maintenance sweeper for airports of all sizes in the US and North America. As a result, TYMCO has provided over 1,500 sweepers to the US Military for use in runway and airfield maintenance.</p> <p>Core Values: TYMCO is a family-owned business now in our third generation. Quality engineering and strong customer support through ongoing relationships are at the heart of everything we do as a company.</p> <p>Business Philosophy: Quality Product, Excellent Value, Strong Customer Support</p> <p>Longevity: TYMCO has been in business for over 50 years, originating the Regenerative Air Technology and delivering airport maintenance equipment for 40+ years. TYMCO sales and support staff and dealer network worldwide continues to grow. Throughout the years, TYMCO has had long-term customers such as the U.S. Military; cities such as Atlanta, Austin, Las Vegas, Memphis, Portland, Toronto, Washington D.C. and San Francisco; international airports such as Atlanta, Dallas/Fort Worth, Houston, Las Vegas, Orlando, and Phoenix. TYMCO's market share is protected by our total commitment to customer service and advanced quality control, as well as a full-time research and development department.</p> <p>More detail is provided in the included attachment titled "The TYMCO Story" (Uploaded in both PowerPoint and PDF)</p>
11	What are your company's expectations in the event of an award?	<p>We know that Sourcwell has a substantial member base who would prefer to use the Sourcwell purchasing cooperative over traditional methods of procurement or even similar regional or national purchasing cooperatives. TYMCO is excited to receive another award from Sourcwell because we look forward to future business that would be gained by our continued offering with Sourcwell. Over the past 4 years with our current Sourcwell contract in place, we have been successful in marketing the purchase of our products using Sourcwell and have seen that momentum increase sales exponentially.</p> <p>TYMCO has expectations of increased business by promoting our airport / aviation product line through this new Sourcwell cooperative purchasing contract. We believe this is the best method for purchasing a TYMCO Sweeper. We will be educating our local authorized Dealers on a regular basis through in-person meetings, sales training seminars, online web conferences and equipment demonstrations on the proper way to show customers the benefits of purchasing a TYMCO Sweeper using the Sourcwell cooperative purchasing contract. Our vast and knowledgeable Dealer Network throughout North America currently has experience using Sourcwell with other product lines and they are very excited about the opportunity to offer TYMCO Sweeper airport solutions on Sourcwell.</p>
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.	<p>Since its beginning, TYMCO (TYMCO – The Young Manufacturing Company) has been a privately held corporation owned by the Young family. Today, TYMCO is owned by and managed by Kenneth J. Young and Gary B. Young. As a private entity, it is our company's practice to keep financial statements confidential. We have a long-standing history in the sweeper industry with an excellent track record of fiscal responsibility to our customers, dealers, suppliers and various trade associations. We also have a solid reputation with many entities that we have held multiyear contracts with such as the U.S. Military, state governments and other national cooperative purchasing organizations including Sourcwell. In addition, TYMCO has been awarded several multi-year contracts with the U.S. Department of Defense. TYMCO has manufacturing facilities located in Waco, Texas with square footage over 150,000 square feet and has invested numerous times in this facility over the years. TYMCO has also completed and opened the industry's first test track facility for product testing, product demonstration and operational training activities. As requested, TYMCO is providing reference letters to substantiate these statements. These reference letters should put Sourcwell at ease that TYMCO will be a valuable asset to the offering that Sourcwell can give to its membership. We would also like to note that TYMCO has successfully maintained a Sourcwell contract since 2018, are currently in good standing with Sourcwell, and have provided many sweepers to the Sourcwell membership.</p>

13	What is your US market share for the solutions that you are proposing?	<p>While there is no industry monitoring group that calculates market share, TYMCO currently estimates our market share in the US airport sweeper market to be over 50%. This includes airports of all sizes – from small municipal and regional airports to larger commercial and international airports. We definitely have room for growth – and believe a contract through Sourcewell would help us increase our market share and introduce Sourcewell to some new entities that had previously acquired equipment through local bids.</p> <p>The aviation market has grown through the years and TYMCO has added additional equipment solutions for the aviation industry due to increased regulations to address Foreign Object Debris (FOD) and glycol removal. All of the major airports in Texas such as Dallas/Fort Worth International, Dallas Love Field, Fort Worth Meacham, Dallas Red Bird, Addison, San Antonio, Austin and Houston along with many other U.S. regional and international airports such as Atlanta, Las Vegas, Boston Logan, Albany, Orlando, Phoenix and Seattle/Tacoma International Airport.</p> <p>TYMCO's breadth of product offerings and environmental solutions to airports of all sizes is unequaled in the industry.</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	<p>While there is no industry monitoring group that calculates market share, TYMCO currently estimates our market share in the Canadian airport sweeper market to be under 10%. We are excited about the growth opportunities for selling TYMCO airport solutions to Canadian airports using Sourcewell.</p> <p>TYMCO's entire breadth of product offerings is available in Canada and partnering with Sourcewell will further expand our opportunities in Canada.</p>	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
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>	<p>We are best described as a manufacturer. TYMCO would best fall under the categorization of letter b) above. We are a manufacturer of sweepers with only (1) location in Waco, Texas. TYMCO has Regional Managers that live throughout the United States and have an APR (Area of Primary Responsibility). The Regional Managers are employees of TYMCO and work with TYMCO dealers in their APR to provide sales, marketing, service and training support to our mutual customers. TYMCO dealers are independently owned and operated and have a Marketing Agreement with TYMCO to sell sweepers and parts and provide service within the dealer's APR.</p>	*
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.	TYMCO is a privately held corporation licensed to do business in Texas. TYMCO follows any applicable requirements in the United States and Canada for manufacturing vocational work trucks as Regenerative Air Sweepers. TYMCO has Marketing Agreements with all our dealers that outline responsibilities for selling sweepers and parts as well as providing service within the dealer's APR. It is each dealer's responsibility to maintain applicable business licenses and related certifications within their APR.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	We have no "suspension or debarment" that applies to TYMCO.	*



**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	<p>In 2021, TYMCO was awarded the Alan Curtis Industry Service Award recognizing our contribution to the Pavement Maintenance Industry as the originator of the TYMCO Regenerative Air Sweeping technology. TYMCO's technology, when invented, was the first new sweeping process in decades and since its introduction every major sweeper manufacturer has added regenerative air sweepers to their product lineup.</p> <p>More detail is provided in the included attachment titled "The TYMCO Story" (Uploaded in both PowerPoint and PDF)</p> <p>In 2017, our TYMCO Model DST-6 received the only Environmental Technology Verification (ETV) Certificate based on ETV Canada / ISO 14034:2016 – City of Toronto Operational Test Protocol.</p>	*
20	What percentage of your sales are to the governmental sector in the past three years	As a practice, TYMCO does not share the exact numbers of units that we build or percentages of units that are delivered to certain customers. As an approximation, around 60-70% of our business is to the governmental sector and can vary from year to year.	*
21	What percentage of your sales are to the education sector in the past three years	As a practice, TYMCO doesn't share the exact numbers of units that we build or percentages of units that are delivered to certain customers. As an approximation, less than 5% of our business is to the education sector and can vary from year to year.	*
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?	TYMCO currently holds cooperative purchasing contracts with Sourcewell, HGACBuy and BuyBoard. Our dealers also hold many contracts with state entities in their respective territories. In keeping with our practice of holding financial information confidential, we do not provide exact sales information for these 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?	TYMCO does not currently have a GSA contract or any SOSA contracts.	*

**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 *	
Memphis International Airport – Memphis, TN	Paul Geater	(901) 486-5936	*
McGhee Tyson Airport – Knoxville, TN	Larry Ray	(865) 342-3038	*
Key West International Airport – Key West, FL	Tyler Bethel	(305) 797-2006	*
San Diego International Airport - San Diego, CA	Jonathon Mason	(619) 400-2760	
John Wayne / Orange County Airport – Orange County, CA	Rose Ortega	(949) 252-5200	

**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 *	
City of Austin, Texas	Government	Texas - TX	Public Works / Municipality	Multiple Unit Orders at One Time	As a standard practice being a private company, we do not release financial / sales volume information.	*
City of Washington, D.C.	Government	District of Columbia - DC	Public Works / Municipality	Multiple Unit Orders at One Time	As a standard practice being a private company, we do not release financial / sales volume information.	*
City of Toronto, Ontario, Canada	Government	ON - Ontario	Public Works / Municipality	Multiple Unit Orders at One Time	As a standard practice being a private company, we do not release financial / sales volume information.	*
City of Memphis, Tennessee	Government	Tennessee - TN	Public Works / Municipality	Multiple Unit Orders at One Time	As a standard practice being a private company, we do not release financial / sales volume information.	*
City of San Francisco, California	Government	California - CA	Public Works / Municipality	Multiple Unit Orders at One Time	As a standard practice being a private company, we do not release financial / sales volume information.	*

**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.	<p>TYMCO has full coverage throughout the United States and Canada. TYMCO has company representatives (Regional Sales Managers) that live throughout the United States and have an APR (Area of Primary Responsibility). Our 10 Regional Sales Managers are located in Texas, Arkansas, Georgia, South Carolina, Massachusetts, Pennsylvania, Ohio, and Nebraska. The Regional Sales Managers work with TYMCO dealers in their APR to provide sales, marketing, service and training support to our mutual customers. This high number of TYMCO Regional Sales Managers delivers a low RSM to Dealer Sales Representative ratio. In turn, this helps TYMCO have more overall mindshare with our vast dealer network by dedicating intentional time to promote, sell, train and service our products. We also have an inside sales group located at our home office in Waco, TX that provides additional support to our RSMs and Dealers. This support includes but is not limited to developing sales presentations, quotes, demonstrating equipment, training on using equipment, training on servicing equipment, hosting manufacturing facility tours as well as training to both RSMs and Dealers on how to use the Sourcewell contract to its fullest. We have the most experienced salesforce in the sweeper industry both at the manufacturing and dealer levels.</p>	*

27	Dealer network or other distribution methods.	<p>TYMCO has over 300 dealer personnel providing coverage throughout the United States and Canada. TYMCO dealers are independently owned and operated and have a Marketing Agreement with TYMCO to sell sweepers and parts and provide warranty and service within the dealer's APR. TYMCO dealers are full-service dealers that have capable sales, parts and service staff. Our dealers are spread throughout the US and Canada providing parts and service in over 50 locations. In keeping with our core business philosophy of delivering quality products, excellent value and strong customer support, TYMCO is very intentional about the dealers that we have representing TYMCO. We look for dealers that have similar values and philosophies in order to give our customers a consistent experience when using TYMCO. Personal service and relationships are key for customers looking for a turn-key solution to airport cleaning. All of our dealers are required to keep sweepers in inventory so machines can be presented and demonstrated at customer locations. In addition, TYMCO Dealers are required to maintain a parts inventory relative to the number of machines in their area and required to be factory trained in sales, service, and support.</p> <p>Please refer to the Dealer listing / map that is included in the PowerPoint attachment for a listing and illustration of TYMCO Dealer coverage in the United States and Canada. PowerPoint is also provided in Adobe PDF.</p>	*
28	Service force.	<p>TYMCO has coverage throughout the United States and Canada both by TYMCO personnel and Dealer personnel. We have over 50 dealer locations throughout the United States and Canada, and each has service staff that support our customers. Many of these dealer locations also provide on-site service with service vehicles that can carry needed sweeper parts for customers as a convenience. TYMCO dealers are trained by our Regional Sales Managers, so they are up-to-date on what specific items they need to know in order to provide the best support for our mutual customers. In addition, we have service staff in Waco that provide product support over e-mail, phone and web conference to our local Dealers, so they are best prepared to help all customers with any support that they need. We also require that our dealers have their staff trained at the TYMCO Service School located in Waco, Texas at the TYMCO manufacturing facilities.</p> <p>TYMCO has remained an industry leader by offering 30 or more scheduled two-day comprehensive service and operator training schools each year for TYMCO Regenerative Air Sweepers in a dedicated modern, climate controlled, 3,500 square foot facility. This scheduled school has been offered for more than 40 years. The United States Air Force, state and city governments, and airports have sent more than 6,000 students to the full time, fully equipped school to better maintain and operate their TYMCO sweepers. The Service School is available to both TYMCO Dealers as well as end-user customers.</p> <p>As requested by customers in conjunction with our vast Dealer network, custom service training schools have been offered to train customers as needed. These have been performed at our manufacturing facility in Waco, Texas as well as in the field at customer and dealer locations. We have provided these schools not only with our Regional Sales Managers, but also our service staff from Waco who will travel to dealer and customer locations.</p> <p>In addition, TYMCO has very close relationships with service staff at major component suppliers such as chassis manufacturers and auxiliary engine manufacturers. These close relationships provide added value to our customers so they can receive expedited service on these components when needed.</p>	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>As the contract holder, we are going to request that all TYMCO dealers communicate with the TYMCO Marketing Department to request a quote be worked up for all Sourcewell Members. TYMCO would prefer to work up all quotes for Sourcewell Members. The role of a TYMCO dealer is to help provide Sourcewell Members the appropriate solution to address their sweeping need, and this will involve a discovery period where the dealer representative will identify the best TYMCO Sweeper to meet the needs of the customer. This discovery process will also involve the support of the TYMCO Regional Sales Manager. Depending on the application and geographic location of the Sourcewell Member, there may be an array of options that will be more appropriate for one customer over another. The TYMCO dealer will communicate this to the TYMCO Marketing Department who will work up a quote based on the Sourcewell contract pricing. The TYMCO dealer will also be responsible for providing in-service for the sweeper as well as providing product support for the Sourcewell Member throughout the life of the product. TYMCO will process a quarterly report of sales through the Sourcewell Cooperative Purchasing Program. Any order that we receive from using the Sourcewell Program will be included on the quarterly report that we will generate and submit to Sourcewell. Please see below for details and processes TYMCO will use in specific domiciles:</p> <p>States within the United States of America - When a Sourcewell Member is ready to order a sweeper from TYMCO, our intent is for the Sourcewell Member to issue a purchase order directly to TYMCO for the product(s) they want to procure. TYMCO will then process the order and confirm the order back to the Sourcewell Member as well as the local TYMCO dealer to ensure that the unit being ordered is equipped how the customer would like the unit built. When the unit is complete, TYMCO will have it shipped to the local TYMCO dealer (unless otherwise specified by the local TYMCO dealer based on conversations with the Sourcewell Member). TYMCO will invoice the Sourcewell Member and TYMCO will accept payment in U.S. Dollars (USD). TYMCO will accept checks or wire transfer for funds. Upon receipt of payment, TYMCO will process the Sourcewell fee and have it remitted to Sourcewell in accordance with Sourcewell's process.</p> <p>U.S. Territories - When a Sourcewell Member is ready to order a sweeper from TYMCO, our intent is for the Sourcewell Member to issue a purchase order directly to TYMCO for the product(s) they want to procure. TYMCO will then process the order and confirm the order back to the customer to ensure that the unit being ordered is equipped with how the customer would like the unit built. When the unit is complete, TYMCO will have it shipped to the local dealer or customer (unless otherwise specified by the local dealer or Sourcewell Member). TYMCO will invoice the Sourcewell Member and will accept payment in U.S. Dollars (USD). TYMCO will accept checks or wire transfer for funds. Upon receipt of payment, TYMCO will process the Sourcewell fee and have it remitted to Sourcewell in accordance with Sourcewell's process.</p> <p>Canada - When receiving an order from a Sourcewell Member, our intent with Sourcewell is for the Sourcewell Member to issue a purchase order to our local dealer for the product(s) they want to procure. Our local dealer will then issue a purchase order to TYMCO, Inc. requesting the product(s) procured by the Sourcewell Member. TYMCO will then process the order and confirm the order back to the local dealer to ensure that the unit being ordered is equipped with the way the customer would like the unit built. When the unit is complete, TYMCO will have it shipped to the local TYMCO dealer (unless otherwise specified by the local TYMCO dealer based on conversations with the Sourcewell Member). The local TYMCO dealer will invoice the Sourcewell Member and will accept payment in U.S. Dollars (USD). Upon receipt of payment, TYMCO will process the Sourcewell fee and have it remitted to Sourcewell in accordance with Sourcewell's process.</p>
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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.	<p>TYMCO has a very customer-centric approach when taking care of both Dealers and end-user customers for any type of inquiry. TYMCO personnel are available for contact via the phone, web site and e-mail. During standard working hours, the TYMCO factory has a full-time reception that answers the phone and quickly directs incoming calls to any appropriate TYMCO personnel or TYMCO dealer.</p> <p>TYMCO dealers are full-service dealers that provide sales of sweepers and parts as well as service of sweepers within their APR. In regard to parts, TYMCO dealers stock commonly used parts so that there are always parts available locally for customers within the dealers' APR. The TYMCO manufacturing facility in Waco, Texas also stocks all parts in quantities, so the TYMCO dealer network has access to infrequently requested parts when needed. Generally speaking, for most parts, as long as a TYMCO dealer can get an order placed with TYMCO by 3 pm Central, TYMCO can have that part shipped out the same day it is ordered. Depending on how the TYMCO dealer and customer have decided to handle the delivery of the part, TYMCO also offers our dealers the ability to drop ship the part directly to the customer's location, saving time. TYMCO also provides our local dealers with incentives to order parts in quantities so that they will be encouraged to stock more parts locally, which in turn provides a faster turn-around time for parts deliveries.</p> <p>TYMCO dealers offer service so that customers can have their equipment worked on if required. Our dealer service staff are trained by our Regional Sales Managers as well as our Service School located in Waco, Texas. If a customer needs assistance with an issue over the phone, in most cases, the dealer service staff can assist with the issue. The TYMCO Service Manager, Training School Director and service staff are available to assist dealers and customers over the phone, e-mail or web conference if they need assistance with getting a service issue resolved.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>TYMCO can confidently supply our products to Sourcewell participating entities in all areas of the United States based primarily on three things:</p> <ol style="list-style-type: none"> <li>1. High quality needs-based engineering-driven solutions with a large breadth of products that address airport challenges.</li> <li>2. A far-reaching dealer network deeply involved at a personal level with customers.</li> <li>3. A deep desire on TYMCO's part to vigorously promote purchasing our products through Sourcewell to customers who may have purchased through bids previously.</li> </ol>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>We have provided products into Canada for over 30 years. TYMCO currently has (3) dealers in Canada that provide coverage in 1) Ontario, 2) Quebec and the Maritimes and 3) Western Canada. We are enthusiastic about the potential for increased sales in Canada using Sourcewell and Canoe due to the increased adoption of cooperative purchasing. We also look forward to better servicing Sourcewell Participating Entities and any entities like Canoe in Canada through the award of this new contract.</p> <p>As with our ability and willingness to provide products in the United States, TYMCO can confidently supply our products to Sourcewell participating entities, Canoe Members and other entities like Canoe in all areas of Canada based primarily on three things:</p> <ol style="list-style-type: none"> <li>1. High quality needs-based engineering-driven solutions with a large breadth of products that address airport challenges.</li> <li>2. A far-reaching dealer network deeply involved at a personal level with customers.</li> <li>3. A deep desire on TYMCO's part to vigorously promote purchasing our products through Sourcewell to customers who may have purchased through bids previously.</li> </ol>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	TYMCO will be able to service all areas of the United States and Canada with Sourcewell.	*
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?	TYMCO will be able to fully service all Sourcewell Member sectors.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	A specific contract requirement that TYMCO has for members in Hawaii, Alaska and U.S. Territories is requesting that the total amount due may be requested to be funded before the unit(s) ship from TYMCO, Inc. in Waco, Texas.	*

**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.	<p>We intend to market this contract opportunity through our sales force, which includes the TYMCO Regional Sales Managers and the dealer sales staff. We intend to implement a push-pull marketing strategy to promote the contract both on a national and a local level. We will continue to train our staff and our dealer representatives in the best use of Sourcewell in order to help push end users to use the contract. At the same time, TYMCO will vigorously promote the contract through our marketing efforts on a national level (some of which are listed below) in order to help pull customers to purchase TYMCO sweeper through Sourcewell:</p> <ol style="list-style-type: none"> <li>1. Regular training for TYMCO personnel and TYMCO dealer personnel on the advantages of (and the best way to utilize) the Sourcewell contract.</li> <li>2. Regular participation in regional Sourcewell events for both TYMCO and dealer personnel.</li> <li>3. Co-branded marketing materials promoting the advantages of purchasing TYMCO Airport Runway Maintenance Sweepers through the Sourcewell contract.</li> <li>4. Co-branded contract information presented with each quotation on the contract (sample included in uploaded PowerPoint / PDF).</li> <li>5. Co-branding with Sourcewell in advertisements in national publications.</li> <li>6. Trade shows with prominently displayed Sourcewell promotional materials.</li> <li>7. Website promotion of the Sourcewell contract.</li> <li>8. Social media posting promoting the Sourcewell contract.</li> <li>9. Regular email blasts to dealers promoting the advantages of selling through the Sourcewell contract.</li> <li>10. Press release on the TYMCO website and in national publications promoting the availability of TYMCO Sweepers on the Sourcewell contract.</li> </ol> <p>More detail is provided in the included attachment titled "The TYMCO Story" (Uploaded in both PowerPoint and PDF)</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>TYMCO has a substantial online presence at tymco.com which has been in place since the late 1990s and updated continuously. TYMCO contracts with a web / internet marketing company to assist TYMCO with Search Engine Optimization (SEO) in order to assure high rankings by all of the popular search engines including Google. TYMCO also has tools in place to deliver advanced E-mail Marketing and Social Media management. Our e-mail marketing is a significant piece of our digital marketing communications strategy, and our social media activity is broadcast on Facebook, Instagram, LinkedIn and YouTube. We also perform national advertising of our products through several different industry publications which are run in electronic / on-line versions. These publications also send out e-mail blasts as well to their contact databases with our marketing messaging. These publications will also use social media to promote our products when we advertise with them and tag our social media accounts with these postings, increasing overall effectiveness. Our dealers can then share these postings, increasing their effectiveness. TYMCO also exhibits at several national and regional tradeshow which also provide an online presence with e-mail marketing helping promote TYMCO as an exhibitor as well as social media postings announcing who is exhibiting at the show. These shows will tag TYMCO in their postings. This is something that helps TYMCO especially when we re-share or re-post their posting. This is also a benefit to our dealers so they can share the trade show posting announcing that TYMCO is exhibiting.</p> <p>TYMCO provides our dealer sales representatives with digital asset resources such as digital photos, PowerPoint presentations and videos on our products for multiple different use cases. These cases can be for trade shows, dealer web sites, dealer social media accounts / marketing initiatives as well as photos and video clips of our products working to help dealer sales reps get access to potential customers that are busy and need to better understand how our sweepers are the solution to their problem.</p> <p>More detail is provided in the included attachment titled "The TYMCO Story" (Uploaded in both PowerPoint and PDF)</p>



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?	<p>Sourcewell's role in promoting contracts is to help the suppliers that are awarded make sure that all of Sourcewell's members know about newly awarded contracts and to help suppliers with any customer service-related needs during the purchasing process. For example, if a Sourcewell member needs assistance with legal interpretation of cooperative purchasing language to help satisfy the needs of their legal or governance, then Sourcewell can assist the supplier in best explaining how Sourcewell can be used with that entity. In addition, promotion of TYMCO as an authorized Sourcewell vendor to the Sourcewell Membership via all communication that Sourcewell currently uses to communicate with their members.</p> <p>We intend to include Sourcewell information to our internal sales force and our dealer sales staff whenever we discuss cooperative purchasing as it relates to TYMCO Sweepers. We will continue to educate our dealers on the process of how Sourcewell works and how to offer TYMCO Sweepers to airports using the Sourcewell contract. This will be done in person at sales seminars, dealer training events, by Regional Sales Managers when working with dealers and when TYMCO Marketing discusses this program with dealers via the phone or e-mail. This includes but is not limited to providing Sourcewell marketing materials that explain how Sourcewell works such as the Cooperative Purchasing Guide and co-branded dealer flyer. We will also provide the dealers with Sourcewell branded materials such as trade show flags and flyers to be included with all quotes that are given to customers. TYMCO will also be in contact with our Sourcewell Supplier Administrator to develop our processes and better utilize our contract and educate ourselves and our dealers to get the most out of the contract.</p>	*
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.	Our products and services are currently not available through an e-procurement ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
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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.	<p>1. Every TYMCO Sweeper comes standard with (1) Operator's Manual and (1) Parts and Service Manual in printed format. The Parts and Service Manual is also provided to the customer on a USB drive upon delivery. These manuals provide training information on how to operate and properly service a TYMCO Sweeper.</p> <p>2. Every TYMCO Sweeper also comes with (1) Training and Safety Video on DVD. This video is also available on USB drive upon request. In addition, TYMCO is working to have these videos online for customer viewing. This video outlines general safety topics and procedures to keep in mind for operators and service technicians when using or working on or around a TYMCO Sweeper.</p> <p>3. TYMCO also offers a maintenance Service School in Waco, Texas at the TYMCO manufacturing facilities and is provided at no charge to current TYMCO customers. At the TYMCO Service School, attendees will learn how to properly clean a sweeper, inspect sweeper components, inspect and replace blower wheel components, and adjust and replace pick-up head components. The Service School will also review troubleshooting and maintaining hydraulic, gutter broom, water system, and electrical components, as well utilizing the TYMCO BlueLogic® Control System which is the TYMCO electronic control and on-board diagnostic system. The class is designed for both operators and mechanics who sweep in all applications including streets, industrial, airport, construction, and seasonal, such as leaf season or spring cleanup. TYMCO also offers an additional half-day course for customers with DST (Dustless Sweeping Technology) models.</p> <p>Class sizes are kept at around 15 attendees to allow for more hands-on time during the course. TYMCO Service School is held in Waco, Texas at the TYMCO manufacturing facility and is provided at no charge to current TYMCO customers. As long as the customer owns a TYMCO Sweeper, they are more than welcome to send as many attendees that they feel is necessary to the Service School. TYMCO also provides lunch during Service School as well as transportation to and from the hotel. Additional information and class registration is available on <a href="http://www.tymco.com">www.tymco.com</a>, by clicking on the Service School button.</p> <p>More detail is provided in the included attachment titled "The TYMCO Story" (Uploaded in both PowerPoint and PDF)</p> <p>4. The local TYMCO dealer also provides basic in-service training when a new sweeper is ordered and delivered to the Sourcewell Member's location. For more extensive training, training multiple staff members or if the Sourcewell Member's location requires overnight stays by the local TYMCO dealer, then additional charges may apply. When available, the TYMCO Regional Manager will also be in attendance during the sweeper in-service training to provide additional resources to the customers when learning about their new sweeper. This in-service training is focused primarily on operational training but will also include reviewing maintenance items as well.</p>
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41	Describe any technological advances that your proposed products or services offer.	<p>1. Regenerative Air is the preferred aviation sweeper technology for its ability to remove the majority of Foreign Object Debris (FOD) and for glycol removal from paved surfaces. Generally speaking, there are 3 main types of sweepers – Mechanical Broom, Vacuum and Regenerative Air. TYMCO invented the Regenerative Air System and that is the only type of sweeper that TYMCO manufactures. It is the newest sweeper technology and provides the most environmentally conscious method to sweep because of its ability to remove and retain more of the fine material that is found on paved surfaces which is becoming increasingly more important to remove when sweeping.</p> <p>2. TYMCO has integrated and continues to develop our BlueLogic Control System throughout the entire product line. BlueLogic is the TYMCO electronic control and on-board diagnostics system for the sweeper. This system provides information to customer management teams (such as operation or service managers) to help them better track usage of the machines. We also have integrated Service Reminders to assist customers by reminding the operators that certain items on the sweeper are due for service. There are also many different integrated operator alerts that help ensure that the operator knows that something on the sweeper needs their attention.</p> <p>3. TYMCO offers several unique and innovative solutions to specifically address the needs of airport managers and runway maintenance personnel. Many of these are either TYMCO exclusives – or were created and developed by TYMCO:</p> <p>A. The patented TYMCO Model HSP (High Speed Performance) Sweeper – Engineered specifically for superior control of Foreign Object Debris (FOD), TYMCO's Model HSP® High Speed Airport Runway Sweeper puts the power of a 250 mph controlled jet of air in the operator's hands. The Model HSP High Speed Airport Runway Sweeper consistently picks up 100% at 15 mph and can sweep up to 25 mph for faster cleanups.</p> <p>B. The TYMCO Lateral Airflow Nozzle (LAN) was developed as a rapid deployment method to clear runways of Foreign Object Debris (FOD) resulting from mowing or construction activities. Widely used at larger international airports with heavier traffic, the LAN can quickly remove debris from runways and taxiways so that air traffic is unhindered.</p> <p>C. TYMCO offers three different magnet assemblies all designed and built by TYMCO engineers around the demands of airport personnel to improve public safety by eliminating ferrous metals from the runway. Two of these magnets offer self-cleaning features designed by TYMCO engineers.</p> <p>D. TYMCO has developed a unique Liquid Recovery System (LRS) which utilizes our sweeping system to remove glycol de-icing fluid from runways and taxiways, captures it in our hopper, and then facilitates pumping it into a storage or recycling receptacle for proper disposal or recycling.</p> <p>More detail is provided in the included attachment titled "The TYMCO Story" (Uploaded in both PowerPoint and PDF)</p>
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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.	<p>1. TYMCO Model 600 CNG</p> <p>A. Model 600 Regenerative Air Sweeper operating on fully dedicated CNG (Compressed Natural Gas) – both the truck chassis and the sweeper engines use CNG.</p> <p>B. Both CNG engines hold US EPA Letters of Conformity and CARB Certificates approving emissions standard compliance.</p> <p>C. In addition, TYMCO has invested in an on-site CNG fueling station for operational testing of manufactured products.</p> <p>2. TYMCO Model 500x CNG</p> <p>A. Model 500x high side dump Regenerative Air Sweeper operating on fully dedicated CNG (Compressed Natural Gas) – both the truck chassis and the sweeper engines use CNG.</p> <p>B. Both CNG engines hold US EPA Letters of Conformity and CARB Certificates approving emissions standard compliance.</p> <p>C. In addition, TYMCO has invested in an on-site CNG fueling station for operational testing of manufactured products.</p> <p>3. TYMCO manufactures two (2) Regenerative Air Sweeper models that utilize our patented Dustless Sweeping Technology (DST) for capturing the smallest ultrafine particulate matter (PM) - the Model DST-6 and Model DST-4. TYMCO Sweepers help control airborne particulate matter in this area by removing the fines from paved surfaces which prevents them from becoming entrained into the air. Particulate Matter in large concentrations is a contributing factor to smog. The City of Toronto released an air quality study outlining how well these Regenerative Air Sweepers have performed in improving air quality. In summary, the report states that the Toronto-owned TYMCO Regenerative Air Sweepers had an impact that realized a minimum 27% reduction of airborne fine particulate matter.</p> <p>A. TYMCO Model DST-6 – The below mentioned Certificates have been uploaded with our submission.</p> <p>i. March 15, 2020 - Environmental Technology Verification (ETV) Certificate – ETV Canada / ISO 14034:2016 – City of Toronto Clean Roads to Clean Air Program – PM10 and PM2.5 Sweeper Efficiency Test Protocol</p> <p>ii. March 15, 2020 - Environmental Technology Verification (ETV) Certificate – ETV Canada / ISO 14034:2016 – City of Toronto Clean Roads to Clean Air Program – Operational Test Protocol</p> <p>B. TYMCO Model DST-4 - The below mentioned Certificate has been uploaded with our submission.</p> <p>i. March 15, 2020 - Environmental Technology Verification (ETV) Certificate Renewal – ETV Canada / ISO 14034:2016 – City of Toronto Clean Roads to Clean Air Program – PM10 and PM2.5 Sweeper Efficiency Test Protocol</p> <p>4. TYMCO's Liquid Recovery System (LRS) prevents Ethylene Glycol from washing into the storm water system by capturing it and removing it from the runway surface. Cleaner stormwater systems lead to cleaner streams and rivers and also help prevent groundwater contamination around airports. This option allows the TYMCO Sweeper to be a multi-purpose sweeper to help assist an airport addressing multiple challenges.</p> <p>5. Manufacturing - Throughout the design process, our engineers are driven to do more with less. In the beginning, doing more with less was purely to satisfy our desire to keep things as simple as possible, but today that process also leads to a smaller environmental footprint. Our designs also help to optimize the useful life of our sweepers, minimize the use of water for dust control and reduce fuel consumption. In addition, TYMCO has an on-site recycling program for office paper, scrap metals and plastics.</p> <p>6. BlueLogic Control System – TYMCO has integrated information panels with logs that track the amount of water usage and fuel usage on the sweepers to help keep operators, fleet managers and operation managers better informed of the environmental impact of using a TYMCO Sweeper. Management can then review this information and make adjustments to sweeper operation in order to make the operation more efficient.</p> <p>More detail is provided in the included attachment titled "The TYMCO Story" (Uploaded in both PowerPoint and PDF)</p>
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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.	<p>1. TYMCO Sweeper auxiliary engines are Final Tier 4 (FT4) EPA-certified</p> <p>2. TYMCO Sweeper chassis are Clean Idle Certified</p> <p>3. TYMCO Sweepers are South Coast Air Quality Management District (AQMD) Rule 1186 certified</p> <p>4. TYMCO Model DST-6 – The below mentioned Certificates have been uploaded with our submission.</p> <p>A. March 15, 2020 - Environmental Technology Verification (ETV) Certificate – ETV Canada / ISO 14034:2016 – City of Toronto Clean Roads to Clean Air Program – PM10 and PM2.5 Sweeper Efficiency Test Protocol</p> <p>B. March 15, 2020 - Environmental Technology Verification (ETV) Certificate – ETV Canada / ISO 14034:2016 – City of Toronto Clean Roads to Clean Air Program – Operational Test Protocol</p> <p>5. TYMCO Model DST-4 - The below mentioned Certificate has been uploaded with our submission.</p> <p>A. March 15, 2020 - Environmental Technology Verification (ETV) Certificate Renewal – ETV Canada / ISO 14034:2016 – City of Toronto Clean Roads to Clean Air Program – PM10 and PM2.5 Sweeper Efficiency Test Protocol</p>	*
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.	We have uploaded a letter outlining our current US Government Small Business Entity (SBE) status.	*

45	<p>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>	<p>TYMCO provides Regenerative Air Sweepers from the people who invented Regenerative Air which is the newest sweeping technology available. TYMCO offers the best in Regenerative Air technology since we originated the concept over 50 years ago.</p> <ol style="list-style-type: none"> <li>1. Regenerative Air Sweepers are designed to offer a low total cost of ownership. The industry acknowledges that generally speaking Regenerative Air Sweepers have a low overall cost of ownership because of reduced maintenance required on Regenerative Air style machines. The aviation industry has acknowledged that the preferred airport sweeping technology is Regenerative Air due to its low total cost of ownership and its ability to effectively remove FOD with only the high velocity airflow system.</li> <li>2. High Speed Runway Sweeper – The Model HSP (High Speed Performance) Sweeper is a Regenerative Air Sweeper with a patented pick-up head designed to remove 100 % FOD from an airport runway at up to 15 mph. For faster cleanups, this sweeper can perform at up to 25 mph.</li> <li>3. Green Options – The industry has acknowledged that using a Regenerative Air Sweeper is the most environmentally-conscious way to sweep paved surfaces because of its inherent ability to remove and contain the fine material that can get lodged in the cracks and crevices. TYMCO also offers (2) of our most popular style sweeper models, the Model 600 and the Model 500x, with Compressed Natural Gas (CNG) powered engines as an alternative to diesel fuel. We also have (2) models, the Model DST-6 and Model DST-4 which are Regenerative Air Sweepers that are equipped with TYMCO-patented Dustless Sweeping Technology. This technology provides advanced dust control to capture even the smallest ultrafine material measured in microns.</li> <li>4. Product Support – TYMCO has over (50) dealer locations throughout the United States and several internationally with service technicians on-site who can provide customers the service and support they need. TYMCO also has Service staff available in Waco, Texas that can assist with troubleshooting issues over the phone or e-mail.</li> <li>5. Service School - TYMCO has remained an industry leader by offering 30 or more scheduled two-day comprehensive service and operator training schools each year for TYMCO Regenerative Air Sweepers in a dedicated modern, climate controlled, 3,500 square foot facility. This scheduled school has been offered for more than 40 years. The United States Air Force, state and city governments, and airports have sent more than 6,000 students to the full time, fully equipped school to better maintain and operate their TYMCO sweepers. The Service School is available to both TYMCO Dealers as well as end-user customers.</li> <li>6. TYMCO Test Track and Wash Facility – This is the newest addition to the TYMCO Manufacturing Facility. On-site next to the factory is a 9-acre test track and wash facility designed by TYMCO. This is an industry-first facility designed to test every sweeper that is manufactured at TYMCO as well as provide a secure paved area where customers, dealers and employees can operate sweepers in a controlled environment whether the need is for research and development, quality control operations, operator training or customer demonstration. The test track is also used for running airport runway sweeper test validation such as for the FAA (Federal Aviation Administration) Sweeper Performance Test. The wash facility was designed by TYMCO engineers in conjunction with a high-profile civil engineering firm as a sweeper friendly area to wash sweepers effectively, quickly and with full environmental compliance. Sweeper washing is the most important daily maintenance activity on a sweeper and this real-life facility helps demonstrate the best way to wash a sweeper.</li> </ol> <p>More detail is provided in the included attachment titled "The TYMCO Story" (Uploaded in both PowerPoint and PDF)</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?	<p>Yes. There are (3) separate warranty classifications on TYMCO Sweepers that cover parts and labor. There is (1) warranty provided by TYMCO for the TYMCO Sweeper, there are multiple warranties for the truck chassis provided by the truck manufacturer (e.g., International or Freightliner) and there is (1) warranty on the auxiliary engine provided by the auxiliary engine manufacturer (e.g., John Deere or Kubota).</p> <p>1. TYMCO Sweeper – The warranty is provided by TYMCO through our dealer network.</p> <p>2. Truck Chassis – This classification has multiple warranties. Some warranties are provided by the chassis manufacturer through their dealer network. Some major components on the truck chassis such as the engine and transmission have warranties provided by their authorized service centers (e.g., Cummins engines and Allison transmissions). As a note, most larger truck dealers are also authorized service centers for both Cummins engines and Allison transmissions.</p> <p>3. Auxiliary Engine – The warranty is provided by the engine manufacturer through their dealer network.</p>
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage restrictions or limitations beyond the standard stated warranty for the TYMCO Sweeper, Truck Chassis or Auxiliary Engine (e.g., TYMCO Warranty is 1 year / 1000 hours; John Deere Warranty is 2 years / 2000 hours). Each individual warranty has stated exceptions for situations that would be considered negligence, but the warranties provided for the TYMCO Sweeper, Truck Chassis and Auxiliary Engine are designed to cover normal use of these components within a sweeper airport application.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	However, since our sweepers are truck chassis mounted, most customers are able to drive their sweeper units to the respective local authorized dealer for most warranty repairs.
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?	<p>As noted above, all items included with the TYMCO Sweeper are covered by TYMCO and the authorized dealer network except for the truck chassis and auxiliary engine. The truck chassis is covered by the chassis original equipment manufacturer (OEM) and the auxiliary engine is covered by the auxiliary engine OEM.</p> <p>Our Service Department does handle any incoming requests for chassis or auxiliary engine warranty requests to help properly direct these requests to the appropriate service center.</p>
51	What are your proposed exchange and return programs and policies?	Regarding exchange and return programs and policies as related to warrantable parts on the TYMCO Sweeper, Truck Chassis or Auxiliary Engine: any warrantable claims need to be processed through the local TYMCO Sweeper dealer, local truck chassis dealer or local auxiliary engine dealer for the respective components that is being claimed in order to have the claim be processed.
52	Describe any service contract options for the items included in your proposal.	TYMCO will not be including any service contract options in the proposal. Several of our local authorized Dealers may offer a service contract for an end-user customer. These would be quoted upon request to the Sourcewell Member as a sourced / open market option with their new TYMCO Sweeper. The level of service required will be discussed and agreed upon by the Sourcewell Member and local authorized TYMCO Dealer.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	TYMCO's payment terms are net 30 unless otherwise noted on the Sourcewell quote from TYMCO to the Sourcewell member. TYMCO accepts checks, ACH and wire transfer.
54	Describe any leasing or financing options available for use by educational or governmental entities.	TYMCO provides in-house municipal lease purchase services for governmental customers in certain domiciles that are interested in using that method to help acquire a new sweeper. In addition, TYMCO has relationships with multiple other financing / banking institutions that may be a good fit to help a Sourcewell Member properly lease or finance a new TYMCO Sweeper.
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.	<p>The only "standard" transaction document that we have used with Sourcewell purchases has been our "Sourcewell Quote Form". This is a custom quote form that outlines all of the required information that a Sourcewell Member would need in order for them to know what they are being quoted, pricing of the item being quoted and the terms of the quote. We have uploaded a sample of the Sourcewell quote form that we have been using for quoting Sourcewell members. Please note that this quote form displays the "Sourcewell Awarded Contract" logo that has been customized for TYMCO's current contract. In addition, TYMCO also provides a co-branded customized Sourcewell Information Flyer with every quote that goes to an end-user. This has also been uploaded for review in Adobe PDF.</p> <p>More detail is provided in the included attachment titled "The TYMCO Story" (Uploaded in both PowerPoint and PDF)</p>
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?	Currently, we do not accept this 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 Sourcewell 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 Sourcewell discounted price) on all of the items that you want Sourcewell 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.	<p>The pricing model that TYMCO is using for this RFP is in the line-item price format for Sourcewell Members. The date on the current Sourcewell Price Catalog will be effective until any product and price change request is made and accepted by Sourcewell during the contract term.</p> <p>Sourcewell catalog pricing for base sweeper models and options have been submitted with this RFP. The Price Catalog will have an effective date and each line item will have the following information: TYMCO Model, Item Number, Item Type, Item Name, Sourcewell Catalog Price, Sourcewell Published Discount and Sourcewell Member Price.</p>
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.	TYMCO is offering a 5% discount on all base sweeper models and sweeper options from the Sourcewell Price Catalog. TYMCO is offering chassis, chassis options and Total Cost of Acquisition Costs at net pricing without a discount.
59	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Quantity / volume discounts – TYMCO entertains quantity / volume discounts on a case-by-case basis. TYMCO has given these quantity / volume discounts to Sourcewell Members on our current Sourcewell contract and intend to continue offering them when applicable.</p> <p>Rebate Programs – TYMCO entertains rebates to Sourcewell Members when applicable. These rebates could be in the form of a "close out" or "special purchase" discount.</p>



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.	Sourced / Open Market items that are not included in our Sourcewell Price Catalog will be quoted upon request. These items will be quoted as a separate line item and noted appropriately. These items will be clearly identified on the quote form so that the Sourcewell Member can see the pricing for these item(s).	*
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.	<p>Below are items that would qualify as Total Cost of Acquisition Costs that will NOT be included in the pricing submitted with TYMCO's response. These items would only be included if it applies to the quote being prepared.</p> <ol style="list-style-type: none"> <li>1. Freight</li> <li>2. PDI (Pre-Delivery Inspection)</li> <li>3. Local Delivery</li> <li>4. In-Service / Training</li> <li>5. Sales Tax</li> <li>6. Other Taxes</li> <li>7. License Fees / Title Fees / Registration Fees</li> <li>8. Performance Bonds</li> <li>9. Trade Fees / Tariffs / Brokerage Fees</li> <li>10. Additional Service / Warranty Programs – This would be reflected as additional services or extended warranties provided by TYMCO, the local TYMCO dealer, truck chassis dealer/manufacturer or auxiliary engine dealer/manufacture.</li> <li>11. Trade-In Units - This would be reflected as a reduction in price because TYMCO or the local TYMCO dealer would be receiving the trade-in unit as an asset as part of the transaction.</li> </ol>	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<ol style="list-style-type: none"> <li>1. Freight – Unless otherwise specified by the local TYMCO dealer, freight will be the approximate cost to ship the unit from the TYMCO manufacturing facility in Waco, Texas to the local TYMCO dealer responsible for delivering the unit to the Sourcewell Member.</li> <li>2. Local Delivery – Once the sweeper unit arrives at the local TYMCO dealer, there is an additional cost that may be incurred to deliver the unit to the Sourcewell Member depending on the member's location in relationship to the local TYMCO dealer.</li> </ol>	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Alaska – TYMCO works with our local dealer in Alaska to coordinate shipping and delivery to end-user customers. The local dealer will direct TYMCO on timelines for when the truck will be in Waco to pick up the sweeper as well as work with any brokers that are needed during the transportation process.</p> <p>Hawaii – TYMCO works with our local dealer in Hawaii to coordinate shipping and delivery to end-user customers. The local dealer will direct TYMCO on timelines for when the truck will be in Waco to pick up the sweeper as well as work with any brokers that are needed during the transportation process.</p> <p>Canada – TYMCO works with our local dealers in Canada to coordinate shipping and delivery to end-user customers. The local dealer will direct TYMCO on timelines for when the truck will be in Waco to pick up the sweeper as well as work with any brokers that are needed during the transportation process.</p> <p>Offshore – Depending on the location, and this process might vary, but TYMCO typically coordinates the shipping and delivery of units to offshore locations or will work closely with our local dealer responsible for delivery / installation of the unit to coordinate all shipping and transportation logistics to get the units to their final destination.</p>	*

64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	If there are any unique delivery methods or options that will be required by a Sourcwell Member during the duration of this contract, TYMCO will ensure that TYMCO, the local TYMCO dealer and the Sourcwell Member agree and understand why a unique delivery method or option would be of benefit to the Sourcwell Member if the process differs from the standard delivery process.	*
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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.	TYMCO intends to announce and market the availability of the Sourcewell contract and that TYMCO Sweepers are available for Sourcewell Members to purchase. We will announce this to both our dealer network and all end-user customers using e-mail marketing and social media. After we announce the availability of the contract for our dealers to use, we are going to outline the process that we would like for the dealer network to follow which includes requesting that all quotes be generated by TYMCO to ensure that we are meeting the standards put forth by Sourcewell as well as that pricing is delivered in accordance with our bid submission. TYMCO will be able to verify the appropriate fee amount that needs to be remitted to Sourcewell because we will use a TYMCO-generated quote form that will calculate the Sourcewell fee. TYMCO will use our quote forms to verify that the appropriate fee amount is recorded in our quarterly sales report for submission to Sourcewell. TYMCO Marketing will also use this information to forward it to the TYMCO Accounting Department to process the administrative fee to Sourcewell once TYMCO is funded by the Sourcewell Member. This is the process that we are currently using with our Sourcewell contract. This process as outlined allowed TYMCO to remain in good standing with Sourcewell.
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.	Some internal metrics that will be tracked include but are not limited to:  1. Evaluating sales reports to see what percentage of sweeper orders are coming from Sourcewell versus other types of purchasing. These sales reports are generated monthly or can be generated more frequently if required. The goal would be to see this number increase versus traditional purchasing methods.  2. Evaluating sales reports showing time elapsed from when a quote was generated until an order is placed. This is important because cooperative purchasing allows governmental entities to expedite their purchasing process by using a program with suppliers that have already been awarded contracts under a competitively bid process. The goal would be to see this number close faster than it did under traditional purchasing methods.  3. Tracking sales volume to see if there is an increase in overall sales volume with the availability of the newly awarded contract.  4. Monitoring quote requests from local dealers to see if there is an increase of interest for Sourcewell quotes versus other traditional quotes.
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.)	TYMCO will be paying a 2% administration fee to Sourcewell. TYMCO will calculate the total fee to be paid to Sourcewell on the base sweeper model price with all purchased options less chassis and any "Total Cost of Acquisition Cost" items that are outlined on the quote form.

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

Line Item	Question	Response *
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69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>TYMCO provides powerful and efficient Regenerative Air Sweeping solutions for airport runway sweeping, multi-purpose airport sweeping, parking lot sweeping, road sweeping and industrial sweeping applications. TYMCO offers sweepers that run on diesel, gasoline as well as Compressed Natural Gas (CNG) and we also manufacture a single engine Regenerative Air Sweeper that powers the sweeper with the truck chassis engine. All of our sweeper models improve the appearance of these paved surfaces, improve public safety by removing FOD (Foreign Object Debris) from airport runways and just as importantly have a positive impact on the environment. TYMCO Sweepers have a positive impact on the environment by removing ultrafine particulates from paved surfaces to improve air and stormwater runoff quality and remove glycol from airport surfaces when used for aircraft de-icing.</p> <p>TYMCO manufactures multi-purpose sweepers which all use the Regenerative Air System technology that was invented by our founder, Mr. B.W. Young. Each of these sweeper models have been sold throughout the aviation industry to sweep runways, taxiways, aprons, airport internal roads and parking areas. Runways are the most critical application due to the risk that FOD (Foreign Object Debris) can pose to jet aircraft. Due to this risk, sweepers are generally considered GSE (ground support equipment) providing protection by cleaning runways of FOD.</p> <p>In addition, TYMCO manufactures a high-speed airport runway sweeper – the Model HSP. Engineered specifically for superior control of Foreign Object Debris (FOD), TYMCO's Model HSP® (High Speed Performance) High-Speed Airport Runway Sweeper puts the power of a 250-mph controlled jet of air in the operator's hands. Without the cost and upkeep of main brooms, elevators or vacuums, the Model HSP blasts into crevices for unsurpassed cleaning of even the smallest FOD while prying up the heaviest debris, all at a speed today's busy airports demand. In test after test, the Model HSP Airport Runway Sweeper consistently picks up 100% at 15 mph and can sweep up to 25 mph for faster cleanups.</p> <p>TYMCO also offers (3) different truck chassis mounted magnet assemblies. (2) of them come with in-cab controls for raising and lowering the magnet to the paved surface. These (2) magnets are self-cleaning and come in standard duty and heavy-duty magnetic strengths for removal of ferrous metals at fast sweeping speeds up to 25 mph.</p> <p>Designed specifically for airports, The Liquid Recovery System (LRS) allows a TYMCO Sweeper to be used for recovery of standing liquids such as glycol that can accumulate around aircraft on aprons or staging areas. With increased environmental regulations on airports in regard to glycol entering stormwater runoff, airport administrators need to have a system in place for glycol recovery. The TYMCO LRS allows the TYMCO Sweeper to become even more versatile by making it a multipurpose machine – a machine for both sweeping and glycol recovery. The LRS has a liquid level sensor with a light on the control panel that indicates when the sweeper is full of over 700 gallons of glycol or other deicing fluid. The LRS assists in pumping off liquid that was recovered while leaving any solids such as sand in the hopper for dumping. A pump is also available to facilitate removal of glycol to a suitable storage location or evacuation tanker for disposal.</p> <p>The positive environmental impact of clean pavement continues to create interest in air sweeping. TYMCO, with its unique ability to pick up the fine dust particles and retain them in the hopper, is the air sweeper of choice. Our Research and Development department continues to explore new design features to make TYMCO the most productive, effective, efficient and environmentally friendly sweeper built. The success of our Airport Solutions, Alternative Fuel Powered and Dustless models, along with AQMD Rule 1186 PM10 certification and ETV Canada verification is proof positive that meeting our customer's needs is and always will be the backbone and success of TYMCO.</p> <p>More detail is provided in the included attachment titled "The TYMCO Story" (Uploaded in both PowerPoint and PDF)</p>
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70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>TYMCO manufactures sweepers that are classified in the market segment of Regenerative Air Sweepers. We manufacture multiple different models of Regenerative Air Sweepers that deliver solutions described below:</p> <ol style="list-style-type: none"><li>1. Airport Runway Sweepers</li><li>2. Airport Sweepers</li><li>3. Blower</li><li>4. Glycol Recovery Sweeper</li><li>5. Magnet Sweeper</li><li>6. Construction Sweeper</li><li>7. Dustless Sweepers</li><li>8. Alternative Fuel Powered Sweepers (CNG Powered)</li><li>9. Road Sweepers</li><li>10. Parking Lot Sweepers</li><li>11. Industrial Facility Sweepers</li><li>12. Stormwater Catch Basin Cleaner</li></ol>
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**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 type="radio"/> Yes <input checked="" type="radio"/> No	TYMCO does not manufacture plows and we are not offering it as a part of this RFP.	*
72	Blowers;	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Our sweepers offer a Lateral Airflow Nozzle (LAN) option which gives the sweeper the ability to act as a blower for blowing off runways in addition to just sweeping. In situations where debris needs to be cleared from runways and taxiways as quickly as possible, the TYMCO Lateral Airflow Nozzle (LAN) allows the sweeper operator to use a controlled, high velocity air blast to clear debris such as sand, light snow and grass clippings off of paved surfaces back into greenspace.</p> <p>The LAN diverts air from the blower to a nozzle mounted on the left-hand side of the sweeper behind the truck cab. The LAN opening can be adjusted and rotated for air blast positioning and switching from sweeping to the Lateral Airflow Nozzle is all controlled from within the cab.</p>	
73	Brushes and sweepers;	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>All of our Regenerative Air Sweepers can be used to clean an airport runway and Regenerative Air is the preferred technology in the aviation industry for pavement cleaning and FOD (Foreign Object Debris) removal. It is critical that airport runways, taxiways, aprons or any airfield pavement where aircraft may travel be clean and free of FOD.</p> <p>TYMCO also offers a wide sweep brush for extra agitation as needed. This option is called the BAH (Broom Assist Head) and can be turned off and on as needed.</p>	
74	Anti-icing equipment and deicing equipment;	<input checked="" type="radio"/> Yes <input type="radio"/> No	All TYMCO Regenerative Air Sweepers can effectively remove standing glycol de-icing fluid from airport runways, taxiways, aprons and tarmacs. In addition, the Liquid Recovery System (LRS) allows a TYMCO Sweeper to be used for recovery and disposal / recycling of standing liquids such as glycol that can accumulate around aircraft on aprons or staging areas.	
75	Rubber removal equipment;	<input type="radio"/> Yes <input checked="" type="radio"/> No		
76	Runway closure markers;	<input type="radio"/> Yes <input checked="" type="radio"/> No		
77	Runway traction equipment;	<input type="radio"/> Yes <input checked="" type="radio"/> No		
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	All of the products that TYMCO is offering on this RFP are considered turn-key solutions.	*
79	Complementary offering of parts, supplies, and services, related to the upkeep, repair, or maintenance of equipment described in Lines 71-77 above.	<input type="radio"/> Yes <input checked="" type="radio"/> No	These items are available to Sourcewell Members from our local authorized dealers.	*

**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](#) - Sourcwell RFP 111522 - TYMCO, Inc. - Sourcwell Price Catalog - Effective 11-15-2022 - v1.1.pdf - Tuesday November 15, 2022 08:36:06
  - [Financial Strength and Stability](#) - Sourcwell RFP 111522 - TYMCO, Inc. - Financial Strength and Stability Documents.pdf - Monday November 14, 2022 17:25:47
  - [Marketing Plan/Samples](#) - Sourcwell RFP 111522 - TYMCO, Inc. - Marketing Plan - Samples.pdf - Monday November 14, 2022 17:37:02
  - [WMBE/MBE/SBE or Related Certificates](#) - Sourcwell RFP 111522 - TYMCO, Inc. - WMBE-MBE-SBE - RFP Line Item #44 - SBE Letter.pdf - Monday November 14, 2022 17:26:09
  - [Warranty Information](#) - Sourcwell RFP 111522 - TYMCO, Inc. - TYMCO Regenerative Air Sweeper Warranty Statement.pdf - Monday November 14, 2022 17:26:21
  - [Standard Transaction Document Samples](#) - Sourcwell RFP 111522 - TYMCO, Inc. - Standard Transaction Document Samples - Sample Sourcwell TYMCO Quote Form.pdf - Monday November 14, 2022 17:26:31
  - [Upload Additional Document](#) - Sourcwell RFP 111522 - TYMCO, Inc. - The TYMCO Story, TYMCO Brochures, General Specifications and ETV Certificates.zip - Tuesday November 15, 2022 09:11:53



## 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. - Bryan Young, Marketing and Sales, TYMCO, 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