NI

Northwind Integration Group

1200 Sample Street, Suite 400, Arlington, VA 22201 · (703) 555-0142 · www.example.com · federal@example.com

UEI SAMPLE00UEI1
CAGE 0SMP1

Draft for discussion. This is a starting point, not legal advice: have your attorney review and adapt it before anyone signs.

TEAMING AGREEMENT

Northwind Integration Group LLC and Blue Ridge Low Voltage Inc.

Conference Room AV Refresh, Building 210 (W91QV1-27-R-0007)

This Teaming Agreement is made as of November 2, 2026 between NORTHWIND INTEGRATION GROUP LLC ("Prime") and Blue Ridge Low Voltage Inc. ("Subcontractor"), each a "Party." The Parties want to combine their capabilities to compete for Conference Room AV Refresh, Building 210 (W91QV1-27-R-0007) issued by Department of Defense, MICC Fort Belvoir (the "Opportunity") and agree as follows.

1. **Purpose**
   The Parties will work together to prepare and submit a proposal for the Opportunity, with Prime as the offeror and Subcontractor as a proposed subcontractor. This Agreement covers the Opportunity only and does not create any other obligation between the Parties.

2. **Proposal responsibilities**
   Prime leads the proposal, decides its final content and price, and submits it. Subcontractor will provide, on Prime's schedule, the technical input, past performance, résumés, pricing for its scope and any certifications the solicitation requires for its part of the work. Each Party is responsible for the accuracy of the information it provides.

3. **Workshare**
   If Prime receives the award, Prime intends to subcontract to Subcontractor the following work: [describe the Subcontractor's scope]. Workshare is subject to the final terms of the award, the government's approval of subcontractors, and any limitations on subcontracting that apply (for example FAR 52.219-14 on small business set-asides), which Prime must be able to meet.

4. **Exclusivity**
   During the term of this Agreement, neither Party will participate in another proposal for the Opportunity, as offeror or as a subcontractor or consultant to another offeror, without the other Party's written consent.

5. **Subcontract on award**
   If Prime receives the award, the Parties will negotiate in good faith a subcontract consistent with this Agreement, the prime contract and the clauses the prime contract requires Prime to flow down. A subcontract is not guaranteed: it depends on award, on agreement of reasonable terms

and on any approval the contracting officer must give.

6. **Costs**
Each Party bears its own costs of preparing the proposal and of performing under this Agreement. Neither Party may bill the other for proposal effort.

7. **Proprietary information**
Information a Party marks as proprietary, or identifies as proprietary in writing within ten days of disclosing it orally, may be used by the other Party only to prepare the proposal and perform any resulting subcontract. The receiving Party will protect it with at least the care it uses for its own similar information, and for three years after this Agreement ends. Information that is public, already known to the receiving Party, independently developed or lawfully received from a third party is not covered. Information subject to export controls or marked as Controlled Unclassified Information will be handled as the law and the markings require.

8. **Public statements**
Neither Party will announce this teaming arrangement or the proposal publicly without the other Party's written approval, except as the government requires.

9. **Independent parties**
The Parties are independent contractors. This Agreement does not create a partnership, joint venture or agency, and neither Party may bind the other.

10. **Term and termination**
This Agreement ends on the earliest of: (a) the government cancelling the Opportunity, or not awarding it to Prime within 12 months of proposal submission; (b) award of the Opportunity to another offeror, after any protest is resolved; (c) the Parties signing the subcontract; (d) either Party being suspended, debarred or proposed for debarment, or becoming ineligible for the award; (e) the government objecting to Subcontractor's participation; or (f) the Parties' written agreement. The proprietary information section survives.

11. **Compliance**
Each Party represents that it is registered in SAM.gov, is not excluded from federal contracting, and will comply with the procurement integrity, organizational conflict of interest, anti-kickback and antitrust laws that apply. Nothing in this Agreement restricts either Party from competing in ways the law protects.

12. **Governing law and entire agreement**
This Agreement is governed by the laws of VA and applicable federal procurement law. It is the Parties' entire agreement about the Opportunity, and any change must be in writing and signed by both Parties.

Northwind Integration Group LLC (Prime)

Signature _____

Name Jordan Sample

Title Director of Federal Programs

Date _____

Blue Ridge Low Voltage Inc. (Subcontractor)

Signature _____

Name _____

Title _____

Date _____