

Solicitation Number: RFP #080521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Vogel Traffic Services, Inc., dba EZ Liner, 1920 Albany Place SE, Orange City, IA 51041 (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 Roadway Maintenance Equipment 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 October 11, 2025, 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.

Rev. 3/2021

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

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

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

- B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.
- C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

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

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

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

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

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

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

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

- B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid taxexemption certification(s). When ordering, a Participating Entity must indicate if it is a taxexempt entity.
- C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

- B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. 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 ecommerce 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 Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, 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 Sourcewell 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;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell 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 Sourcewell, the Supplier will pay an administrative fee to Sourcewell 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 Sourcewell 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 Agreement 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, stored, used, 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 thetrademark(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. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.
- 5. 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-Completed operations

\$2,000,000 general aggregate

3. Commercial Automobile Liability Insurance. During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

- D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

- A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.
- B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

- A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
- B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by nonfederal 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 not 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 an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.
- O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.
- P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.
- S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Vogel Traffic Services, Inc. dba EZ Liner
Docusigned by: Jeveny Schwartz COFD2A139D06489	DocuSigned by: Stew Rouseur E466856E5B46416
Jeremy Schwartz	Steve Roesner
Title: Chief Procurement Officer	Title: President
10/5/2021 8:35 PM CDT Date:	10/8/2021 12:34 PM PDT Date:

Approved:

By: Chad Coauette

Title: Executive Director/CEO

10/8/2021 | 2:42 PM CDT

Date:

RFP 080521 - Roadway Maintenance Equipment

Vendor Details

Company Name: Vogel Traffic Services, Inc.

Does your company conduct

business under any other name? If

yes, please state:

EZ Liner

1920 Albany Place SE

Address: PO Box 140

Orange City, IA 51041

Contact: Rob Krommendyk

Email: rob.krommendyk@ezliner.com

Phone: 712-737-4016 11948

Fax: 712-737-4148 HST#: 42-1447623

Submission Details

 Created On:
 Tuesday July 06, 2021 15:55:58

 Submitted On:
 Thursday August 05, 2021 15:36:27

Submitted By: Rob Krommendyk

Email: rob.krommendyk@ezliner.com

Transaction #: c119ee79-d7ed-4b8a-8a21-4f16a660511c

Submitter's IP Address: 66.172.221.237

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 *	
	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Vogel Traffic Services, Inc. -VTS will provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract as the "Supplier". These solutions are complementary to the equipment, products, or service(s) proposed cover Sourcewell's Roadway Maintenance Equipment category, line items 74-76 as comprehensively as possible.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	EZ Liner - (Peterbilt cab & chassis for stock model Teton) EZ Liner - (Isuzu cab & chassis for stock model Arapahoe & Cascade) Arrow Striping and Mfg. (Grinder truck mounted, rumble strip truck mounted, Thermoplastic truck mounted & pre-melter kettles, and Plural Component truck mounted) Epic Solutions/ASE/Smith (Thermoplastic applicators, MMA 98:2 walk behind striper, walk behind grinders) Titan PowrLiner (Airless walk behind paint stripers)	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Line 1: DBA EZ Liner	*
4	Proposer Physical Address:	1920 Albany Place SE Orange City, IA 51041	*
5	Proposer website address (or addresses):	www.vogeltraffic.com; www.ezliner.com	*
6	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):	Steve Roesner, President, Vogel Traffic Services, Inc., 1920 Albany Place SE, Orange City, IA 51041, steve.roesner@vogeltraffic.com, 712-707-9766(Direct Line).	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Rob Krommendyk, Design & Bid Project Manager II, EZ Liner, 1920 Albany Place SE, Orange City, IA 51041, rob.krommendyk@ezliner.com, 712-707-9777(Direct Line).	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Brett Mulder, Vice President of Sales & Marketing, EZ Liner, 1920 Albany Place SE, Orange City, IA 51041, brett.mulder@ezliner.com, 712-548-7552(Cell Phone).	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	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.	Vogel Traffic Services and the Vogel family have been manufacturing and providing highway and road striping materials and equipment to the industry for the last 80 years. We are a fourth generation, family-owned corporation that has a vertically integrated, technology forward approach to all we do. Our focus has always been on customer care and responsiveness. We believe if you take care of the customer with world class management practices the rest of the business will "fall into place", which it has since 1926 for paint products and 1960 for equipment. Our company's vision is to be "driven to advance public safety with integrity and excellence." We hold ourselves accountable through our core values of Quality, Integrity, Common Sense, Continuous Improvement, Entreprenuerism, Relationships, and Stewardship. In simple form, determined to better tomorrow, then we are today, then we were yesterday. Our history started in 1926, when Andrew Vogel, a Dutch immigrant, mixed coatings in his garage, a white house paint and a red barn paint was first developed. As the State of lowa began painting roadways in the 1930's and 40's, Andrew expanded to include traffic paint. Andrew's son, John worked with the highway paints and soon branched into highway painting in response to demand. Around 1960 John and his crews started building their own marking equipment because no machines could be found to mark highways effectively. Thus, in 1965, the EZ Liner brand was born. John Vogel and his crews painted roads in the summer, and built and sold EZ Liner stripers during the offseason. By the late 1970's, manufacturing stripers was a full-time business, with hundreds of walk-behind and larger models produced and sold each year. During the 1990's, EZ Liner developed the first airless pickup mounted striper. Soon after came the palletized stencil unit, developed for the Minnesota DOT. In the mid-1990's EZ Liner had a contract with the US Air Force for 96 AF120SET's which was the AL120 pickup mounted unit mounted on a trailer. Thes	*
10	What are your company's expectations in the event of an award?	Vogel Traffic Services has successfully and aggressively marketed Sourcewell since being awarded a contract in 2017. We have and will continue to proactively present Sourcewell as an outstanding purchasing option to all current and prospective members. Our sales and marketing personnel intend to significantly expand and grow business unit sales and revenue resulting from an award with an expanded product line to meet market needs. We have seen year to year growth and expect it to continue over the next term. We also expect a growing relationship with Sourcewell staff to expand our reach to new territories and market segments. We are introducing more products allowing for an expanded and more efficient purchasing selection for our customers to get what they want when they want it. Finally, our expectations are to utilize digital marketing in innovative ways to build brand awareness, expand our market reach and ultimately increase our business with Sourcewell members.	*

Bid Number: RFP 080521 Vendor Name: Vogel Traffic Services, Inc.

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. Vogel Traffic Services is debt-free, has a strong balance sheet and has strategically adapt avoid financial stress through the Pandemic. Even in the face of extended lead times, com shortages, and labor market challenges we have met our promised deliveries and maintain strength. Vogel Traffic Services, Inc. has a D&B rating of 1R2 and a PayDex rating of 78. DUNS number is 94-417-5744. Vogel Traffic Services, Inc. date a payle of traffic Services is debt-free, has a strong balance sheet and has strategically adapt avoid financial stress through the Pandemic. Even in the face of extended lead times, com shortages, and labor market challenges we have met our promised deliveries and maintain strength. Vogel Traffic Services, Inc. has a D&B rating of 1R2 and a PayDex rating of 78. DUNS number is 94-417-5744. Vogel Traffic Services, Inc. has a D&B rating of 1R2 and a PayDex rating of 78. DUNS number is 94-417-5744. Vogel Traffic Services is debt-free, has a strong balance sheet and has strategically adapt avoid financial stress through the Pandemic. Even in the face of extended lead times, com shortages, and labor market challenges we have met our promised deliveries and maintain strength. Vogel Traffic Services, Inc. has a D&B rating of 1R2 and a PayDex rating of 78. DUNS number is 94-417-5744. Vogel Traffic Services, Inc. has a D&B rating of 1R2 and a PayDex rating of 78. DUNS number is 94-417-5744. Vogel Traffic Services, Inc. has a D&B rating of 1R2 and a PayDex rating of 78.	nponent ned financial
- -	er bodies ed multiple
What is your US market share for the solutions that you are proposing? Our market share in the U.S. for overall Sourcewell applicable truck mounted and mid-size striping equipment sales is approximately 50-60%. The industry is loosely organized but or four years we have worked diligently with key suppliers, customers, prospects, industry as and conducted competitive analysis to determine the US market. We believe the governme is approximately 75-100 units produced and shipped/year in this category. Of the overall pararket, thermoplastic trucks, plural component trucks, RPM applicator trucks, etc. are producted competitive analysis to determine the US market. We believe the governme is approximately 75-100 units produced and shipped/year in this category. Of the overall pararket, Thermoplastic trucks, plural component trucks, RPM applicator trucks, etc. are producted competitive analysis to determine the US market. We believe the governme is approximately 75-100 units produced and shipped/year in this category. Of the overall pararket, Thermoplastic trucks, plural component trucks, RPM applicator trucks, etc. are producted and shipped with a pararket share with an expanded product offering. The units shipped may be lessor quantitied typically more revenue per unit.	over the past sociations ental market avement 70% of the ducts we are the overall
What is your Canadian market share for the solutions that you are proposing? Our market share in Canada for overall Sourcewell applicable truck mounted and mid-size unit sales is approximately 20-30%. Over the last 4 years the Canadian market is signification than the domestic US market. It is estimated an average of 15 unit sales in this market it take place each year. Of the overall pavement marking equipment category, like the US, pequipment is the most common. Thermoplastic trucks, plural component trucks, RPM application application of the overall market share.	antly smaller n Canada paint striping cator trucks,
Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	
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. 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? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service and service of a third party? b) We sell, manufacture, distribute, ship and service teams are company employees working direct customers. Our sales, engineers and service staff work directly with the procurement, engine operation and maintenance staff for governmental entities at their locations whether it be the administrative offices or field-based shops and yards. In addition, we have a corporate set that is utilized for training, product inspection, maintenance, repair, & overhaul. We support customers through the life of their equipment or materials with factory direct trained, experi technicians. They begin with equipment design and end with service and parts support through the life of their equipment design and end with service and parts support through the life of their equipment design and end with service and parts support through the life of their equipment design and end with service and parts support through the life of their equipment design and end with service and parts support through the life of their equipment design and end with service and parts support through the life of their equipment design and end with service and parts support through the life of their equipment design and end with service and parts support through the life of their equipment design and end with service and parts and service teams are company employees working direct customers. Our sales, engin	ly with the neering, ne rvice center our ienced
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. Wehicle Dealer's license in the state of lowa for an OEM or upfitter that manufactures cust striping trucks (attached). Some government agencies require that a vendor hold a busines for their government entity. That is handled on a case-by-case basis. We hold converter's certain states where required. Our equipment is manufactured and conforms to the best-known current practices relative to materials, strength, quality, durability, safety, and workmanship and shall be in accordance ventricanny and strength of the industry and the following professional organization American Society of Mechanical Engineers (ASME) American Society for Testing and Materials (ASTM) American Welding Society (AWS) Federal Motor Vehicle Safety Standards (FMVSS) Industrial Fastener Institute (IFI) International Standards Organization (ISO) -Vogel Paint is ISO certified Joint Industrial Council (JIC) National Truck Equipment Association (NTEA) Society of Automotive Engineers (SAE) The Maintenance Council of The American Trucking Association (TMC)	ss license licenses in to design, with the
Underwriters Laboratory (UL)	ation

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Silver Award Roads & Bridges Contractor's Choice Award Northwest Iowa Development 2019 Business and Organization Innovation Award Keep Iowa Beautiful 2016 Donald F. Lamberti Hometown Pride Vision Award (See Marketing Plan attachment for examples of each award)	*
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 70% of our overall sales revenue dollars come from the governmental sector in the past three years, including State DOT's, Counties, Cities, and Airports.	*
20	What percentage of your sales are to the education sector in the past three years	Approximately 1-2%, our opportunity to sell product to the Education sector is minimal. We do occasionally sell to this market sector, but the percentage in overall revenue dollars is low (usually a walk behind or mid-size striper). We have not sold any truck mounted units to the Education sector.	*
21	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?	lowa DOT (thru 0/07/22) - Missouri DOT (thru 10/31/21) - Sourcewell (thru 10/1/21) - H-GAC (thru 09/30/22) -	*
22	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?	EZ Liner does not have a GSA contract. A Cage number, 0NCU6, has been issued & maintained through SAM.gov for USAF (United States Air Force) sales of equipment to AFB's around the world. The annual sales volume average over the last 3 years of the most recent USAF order through Vizocom ICT LLC is \$2,800,00.00.This has been recently rebid for a five year contract and we are awaiting the notification of award.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Palmdale, CA (Testimonial attached as part of Additional Document attached)	Bruce Roadouse	661-267-5338	*
Sacramento International Airport, CA	Steven McDonald	916-214-6057	*
Baldwin County. AL	James Martin	251-348-0135	*
Hillsborough Co. Aviation Authority/ Tampa Int. Airport	Jeff Clay	813-267-8382	· '

Table 5: Top Five Government or Education Customers

Line Item 24. 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 *	
Sacramento County	Government	California - CA	2 trucks for highway department 1 truck for Airport 1 pallet stencil unit for airport parts	2 x \$536,617 each 1 x \$472,864 1 x \$58,423	\$ 1,610,187.	*
Missouri DOT	Government	Missouri - MO	1 truck for KC district 1 truck for Hannibal district repair and refurbshment of other district trucks parts	1 x \$611,950 1 x \$380,415.92 \$83,683 \$57,107 \$13,994 \$13,879 \$12,383 \$10,225	\$1,184,212.	*
Port Authority of NY & NJ	Government	New Jersey - NJ	2 trucks (JFK & Newark Int'l Airports)	1 x \$508,577 1x \$508,174	\$1,032,457.	*
Vizocom ICT LLC/ USAF	Government	California - CA	33 palletized military stripers with traffic paint & beads shipped to various USAF bases.	33 x \$84,892 each kit	\$2,801,452.	*
lowa DOT	Government	lowa - IA	1 truck for Ames district 1 truck for Albia district statewide traffic coatings contract parts	1 x \$470,704 1 x \$380,689 3 x \$2,900,00	\$9,575,138.	*

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 *	
25	Sales force.	VTS/EZ Liner employs three traveling Territory Sales Managers who cover the entire United States and Canada. They are supported by two Design & Bid Project Managers who interpret and write specs, design equipment, and prepare quotes & bids. The team is led by a Vice President for Sales and Marketing, who also oversees a Marketing Manager and Marketing Support Specialist. In addition, since we design custom equipment and service it for the life of the vehicle, we have another group of 12 individuals working for the customer including engineers, parts sales, service technicians, and trainers. Traffic paint sales are handled through our Director of Traffic Coatings. These team members are housed in our corporate office in Orange City, IA.	*
26	Dealer network or other distribution methods.	Our products and services are sold factory direct by experienced Territory Sales Managers, sometimes working though select dealers, but more often working directly with government agencies.	*
27	Service force.	VTS/EZ Liner provides complete aftermarket service and support for the life of the equipment and materials. Under the direction of our Director of Equipment Services we provide parts, training, MRO (maintenance, repair & overhaul) warranty service, and technical support services nationwide and in Canada. We have a staff of six full-time individuals that provide in-field service or complete service from our corporate service center, Additionally, we have extensive support from our parts warehouse, engineering and production technicians as needed. Our partner suppliers provide similar services and support under our guidance. This team has pavement marking expertise with 264 combined years of experience from top ten employees. Our resources include a high-quality traffic paint manufacturing division, a high-quality equipment manufacuring division, and a professional application of traffic markings division. The interaction of these divisions allows us to relate to the end users and have the understanding to assist with troubleshooting, as well as aid us in product research and development. We know the product being applied and the application requirements from first-hand experience.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	From initial contact to delivering equipment the customer is walked through a series of steps to ensure specifications are met and customers are satisfied. Initial contact is made with an EZ Liner Territory Sales Manager who works with the customer throughout the process. In-house Design & Bid Project Managers along with Engineers guide the customer through the design, design approval, quotation, ordering, and pre-construction meetings to assure the final Purchase Order is reflective of the intended design specifications and performance expectations. A Design & Bid Project Manager oversees the complete process which makes it simple and easy for the customer. Orders are written up by our experienced Territory Sales Managers with the help of factory-based Truck Project Managers & Engineers on custom products, they are entered into our ERP system and work orders are created and tracked. See "Standard Transaction Document Samples" attachment for more details on the process of quoting & configuring sales orders.	*
29	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.	On-time delivery management is detailed and measured as one of EZ Liner's key performance indices. Our entire company monitors and reviews KPI's monthly with corrective action taken as required. We provide post-delivery hands-on training and education to ensure customers understands the full function, operation and maintenance, and safety features of the unit. Technical Support after the sale ensures users limited down time & immediate parts availability. EZ Liner has a Customer Support team that assists customers over the phone. The Customer Support team and management work with each customer's local vendors to perform warranty work and to resolve any issues. If needed a technician is sent to the customer's location to take care of any performance or warranty items. Phone support provides an immediate response. In-person response is typically same day from the factory, but could in some situations take 48 to 72 hours. Additionally, we have an extensive parts inventory and in-stock new truck units that provides us with the ability to respond to customers immediate needs.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Strategic geographic positioning in the center of North America to serve the U.S. and Canada more efficiently than any competitor in our market, creating an inherent ability to sell our products and deliver service. Within the last 3 to 4 years we delivered new trucks and parts to Honolulu, HI, along with multiple orders to Alaska. We service all areas in the United States and Canada.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We "match the machine to the mission", truly understanding the application and what the equipment needs to do becomes critical for Canadian Sales. Our geographic location in the central upper Midwest along with extensive experience in sales across Canada makes our ability and willingness strong. We have representatives that serve and travel to Canada along with equipment services staff that has conducted equipment training and service work throughout Canada. We anticipate no challenges with serving all Canadian members.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None, we are willing and able to serve all geographical areas throughout the United States and Canada.	*
33	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?	None, we are willing and able to serve all sectors of governement, education, non-profits.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	VTS/EZ Liner is and has already provided equipment and support in Hawaii, Alaska, and US territories. EZ Liner has many pickup mounted paint striping units in Alaska being used by contractors, airports, cities and the Alaska DOT has a truck mounted paint striping truck stationed at their Fairbanks District. EZ Liner recently sold, delivered, and trained operators in both Alaska and Hawaii. The truck delivered to Hawaii was a custom truck mounted paint striper using a Hawaii-based chassis vendor/dealer as the source for the chassis. Depending on what is required, we will handle direct or recommend a local contact such as a chassis dealer, equipment facility, etc. EZ Liner provides customers with manufacturer names and numbers for each major component used on the striper. This allows the end user to source goods either from ourselves or locally for parts and services after the sale.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	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.	Our past 4 years' experience has allowed us to fine-tune our marketing strategies to be more effective. We will continue our aggressive print, mailings, e-blasts, trade show and electronic media marketing with increasing emphasis on social media platforms. What we have found most effective is the combination of our field-based sales team being well versed in the Sourcewell program working with the Sourcewell team to educate, explain and present this compliant, alternate procurement option. We will intentionally and assertively utilize our field team and Sourcewell's team to make customers aware and comfortable with procurement through the Sourcewell contract. In addition to this core strategy these are some of the specific marketing approaches we will utilize: 1. Comprehensive training of all internal and external Sales personnel in the benefits and importance of selling through Sourcewell's contract and to provide the tools needed to execute the purchase orders. 2. Promotion of the Sourcewell program with banners, logos, and handouts at all applicable National and Regional trade shows (ATSSA, APWA, AAAE Snow Symposium, NTEA, etc.), through company website, social media (Facebook, Instagram, LinkedIn, YouTube, etc.), electronic and printed literature/advertising in Airport Business, Airport Improvement, Government Product News, Allied Paving Equipment, Pavement Magazine, American City & County, etc. 3. Continue offering customers who request formal quotes using Sourcewell professional and well thought out proposals by our Design & Bid Project Managers that eliminate ambiguity or uncertainty in product or price and provide adequate support literature. (A complete marketing plan with samples of our marketing efforts is attached in the document upload section)	* !
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Vogel Traffic Services will continue to market Sourcewell on our website(s) with active links to our Sourcewell landing page, to Sourcewell's membership application form, and to the website homepage at sourcewell-mn.gov. As an organization we will continue to identify digital marketing efforts and technology that positively impacts our customers. In 2020, we started utilizing a 360-imaging system to capture images of our equipment. This allows the customer/prospect to take a virtual tour of our equipment through the EZ Liner website from the comfort of their home or office. We have increased our social media presence and frequency of posting on multiple platforms (Facebook, Instagram, LinkedIn, Youtube, etc.) with additional consideration of various platforms as our marketing efforts continually grow in this area. We develop and distribute targeting e-blasts to promote products, services, and events. In 2021, we developed and launched a re-targeting campaign for several industry/procurement associations. Monthly digital banner Ad's on APWA and Airport Improvement Websites. Product showcase ads in ASHE (American Society of Highway Engineers) "The Inside Lane" weekly e-mail update publication as well as on the ASHE website. We utilize several software programs to monitor all digital activity mentioned above and gather data. Our Marketing department review the analytics monthly to stay in tune and/or make adjustment to improve campaigns. We compile the data, interpret, and feed that information back to our sales force. This allows our sales force to stay up to date with marketing activities and provide feedback to the marketing team. (See attached marketing plan for examples of the technology we are using and the digital marketing efforts.)	*!
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We expect Sourcewell to be active in all forms of supporting marketing and to continue an open channel of communication with our SDA. In terms of supporting marketing, we would appreciate Sourcewell providing us with promotional literature, pop-up banners, digital images, Legislative Activity reports, marketing case studies, best practice and whatever other vendor tools are currently offered through Sourcewell. We would anticipate the continued access to Sourcewell assistance for new prospective members who need education on the validity and legality of buying from the Sourcewell contract. We also expect Sourcewell to continue to keep the website accessible to members and make it easy for our customers to become members and to process orders. We would like to meet 2-3 times per year with our SDA to review our contract but more importantly to learn of best practices and successes of other suppliers and find ways to improve our penetration to the Sourcewell base. Finally, Sourcewell plays a vital support role to help educate prospective buyers. EZ Liner integrates the Sourcewell contract into our sale process through sales goals, training, and an incentive program. A percentage of each Territory Sales Managers annual sales goal is for Sourcewell projects. Our team is extensively trained on the selling point and details of the program. We reinforce targeting key accounts and talking about the program early in the sales conversation. Our commission structure for our Territory Sales Managers includes additional compensation as an incentive to lead governmental entities to utilizing Sourcewell instead of other traditional bidding methods.	* !
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the complexity and customization options, we do not currently make available our products and services through e-procurement channels, however we are researching and developing an e-procurement system for parts sales and our smaller equipment line, which will allow customers to place some orders online through our website(s).	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	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.	We offer extensive product training, maintenance, repair and overhaul, services to customers, some of which is standard, and others are optional. A factory trained technician will train the end users on the equipment purchased. Trainers have experience operating our trucks through our Contract Marking Division. Post-delivery training is provided to ensure customers understand full function of the unit and how to properly maintain the equipment. Operator training is critical to the overall customer experience and the equipment's performance over time. Equipment service and maintenance is also available to customers. Within the warranty time period consultation, repair, maintenance and support is provided standard at no charge in conjunction with warranty. After the warranty expires, we offer parts, MRO (maintenance, repair, and overhaul) and training available on a quotation basis. Our help desk for equipment is always available to diagnose and support the operation and maintenance of the equipment.	*
40	Describe any technological advances that your proposed products or services offer.	Electrical EZ Carriage Control® using CAN Bus protocol to position gun carriages with memory settings and lane lock feature for repeatability and uniformity of markings. Joystick control of the carriages as an additional feature of the EZ-Carriage system. Guidance New HD cameras used for video guidance systems. Layout & Re-stripe LimnTech GPS recorded and guided paint stripe layout striping.	
		Autonomous machine vision camera guided maintenance striping. Positions the painting carriage over the marking and applies new paint directly on top of the old marking. Acquires the position and stripe pattern for remarking. Making maintenance striping Remarkably EZ! High Pressure Paint System Electronic pressure controls to allow for more precise monitoring of paint pressures which increases productivity and ease of operation. Grinding / Grooving New PCD (polycrystalline diamond) heads for grinders. Data Management Data management mapping system for roadway and/or runway maintenance, (SRO) Spec Rite Online.	*
41	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.	All diesel engines provided on our equipment are latest emission compliant, Tier 4 Final. Biodiesel such as B20 capabilities made available when requested. We have provided CNG/LNG chassis and aux engine fueled products. We utilize electric powered cylinders and controls where available and functional. Electric vehicle and striping body electric powered painting systems are currently being researched in Product Development. Additionally, our plant operations reclaim and recycle when possible to reuse waste.	*
42	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, lifecycle design (cradle-to-cradle), or other green/sustainability factors.	ASME certification on all pressure vessels and surge chambers, Tier 4 Final diesel engine EPA emissions compliance, All trucks conform to FMVSS & NHTSA standards.	*
43	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.	The state of Iowa no longer issues SBE certificates but our EZ Liner SBA's Dynamic Small Business profile number is P062517 and our SAM.gov unique Entity ID # is M9SBFKA2MLP7. We meet the qualifications under NAICS code 33120 as a small business. We are not a registered WMBE but a key supplier partner, Arrow Striping and Manufacturing is a WMBE (up to date certificate not available). Attached is our SBA profile and SAM (System for Award Management) registration certificate for Federal government purchases.	*
44	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?	The foundation of our business in either equipment, materials or service is to make it EZ (easy) and simple for the customer to purchase, operate/apply, and maintain their equipment or materials. We have done this consistently for decades by focusing on serving the customer quickly, thoroughly, and with the highest quality. Unique to the entire industry is our market centric vertical integration. We manufacture the traffic coatings, manufacture the equipment to apply the coatings and have crews that apply the coatings to roadway and highway surfaces. Our breath and depth of expertise in pavement marking manifests itself in everything we do for the customer. We are a "5s Lean Workplace": Sort, Set in order, Shine, Standardize, Sustain. In other words, we are organized, orderly, clean, have tools in place to meet quality standards, and are attentive to the details and correct procedures of the work at hand. This process orientation combined with extensive experience reassures our design and manufacturing processes are reliable, controllable, and predictable. Our use of Solidworks Simulation to perform structural analysis using FEA (Finite Element Analysis) on parts or models in order to optimize design components for demanding situations. 3-D CAD modeling is used to create full models of the final equipment is also helpful. This allows us to find errors before manufacturing, work with customers to prioritize features, share images and models with customers for confirmation of desired design, and provide detailed drawings to production staff to communicate design intent. Initial weight distribution drawings are done for each unit to ensure the customer meets all applicable weight limits or is aware of all loading conditions needed to meet those limits. See Additional Documents attachment for more details.	*

Table 9A: 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 *	
45	Do your warranties cover all products, parts, and labor?	Our standard warranty covers all products, parts, and labor involved with repairing or replacing defective components/poor workmanship for one year. An extended limited warranty exists on major structural components for up to 60 months. Disassembly in the field to remove a product from a truck and ship a component to our service center for warranty consideration is typically not covered. If the manufacturer's warranty coverage is applicable, then shipping costs for the product will be reimbursed.	*
	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No	*
	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
	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?	None	*
49	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?	The original equipment manufacturer is the initial and primary warranty for all equipment. EZ Liner will be the source of the initial inquiry or claim. We will guide and assist the customer to assure they receive responses and resolution to any warranty issues regardless of the source. We ask that all customers buying from this contract contact our Customer Support Manager first.	*
50	What are your proposed exchange and return programs and policies?	Contact our Equipment Service group. Depending on the exchange, return or repairs required, Customer Support will handle it directly or recommend a local contact such as a chassis dealer, pump repair facility, etc. EZ Liner provides customers with manufacturer names and numbers for each major component used on the striper. This assures the end user has other alternatives that can be independent of EZ Liner for parts and service. The products offered and delivered under this contract are primarily custom engineered and manufactured to customer provided specifications so most often exchanges rarely occur. Instead, we work with the customer to assure the equipment meets performance requirements and specifications.	*
51	Describe any service contract options for the items included in your proposal.	Available upon request on a quotation basis. Services are performed either in the field, or at the corporate service center by professional, experienced services technicians.	*

Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	Our promise to the customer is to provide products that are defect free, when they want it, with a smile, and to make ownership, operation, and maintenance EZ (in everything we do). A year warranty covers all of our products and services, structural defects caused or created by the OEM are covered beyond 1 year. We will always support the customer to achieve consistent equipment operation and performance.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	We have a corporate tracking system in our ERP system to properly measure any defects that are identified in the internal testing process, during the in-field training of equipment, and based on post-delivery customer evaluation (satisfaction survey). We also establish and monitor KPI's for our product quality, on-time delivery, customer satisfaction, and overall company performance. Corrective actions are issued for non-conformance. The customer satisfaction survey asks questions of our customers on how responsive and helpful our team was through the process. We track our own employee turnover, safety, and employee engagement. Finally, to assure quality workmanship we have internal training plans and goals along with employee retention initiatives. All of these focus our organization on achieving leading operating performance and customer satisfaction.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
	Describe your payment terms and accepted payment methods?	Net 30. We accept Check, Wire Transfer, ACH, Credit Cards, and P-Cards.
	Describe any leasing or financing options available for use by educational or governmental entities.	Municipal leasing and other finance options are made available to educational or governmental entities by working with other Sourcewell awarded vendors specifically involved in leasing of equipment, as well as through our own internal contracted leasing company, AFN (American Financial Network, Inc. dba Bankers Equipment Leasing), serving the following: *States, Counties and State & County Agencies *Cities, towns, villages or other municipal entities *Subdivisions of State *Public Education *Volunteer Fire Departments
	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.	We have an ERP system (Global Shop) which requires standard operating procedures. We have defined business systems in place for the entire product realization process, financial terms and conditions, production planning and scheduling, procurement and inventory control. Additionally, we are in development on the next generation of product realization utilizing some advanced software that will improve and simplify our design, quote, to manufacture processes. Currently we use an extensive design questionnaire (see uploaded section) and Solidworks modeling in conjunction with the ERP system in the process. Our Design & Bid Project Managers manage the process and are the point of contact for customers when developing specs, budget figures, and quotes. Orders are usually received electronically, and an order confirmation is sent to the customer with supporting documents and delivery dates.
	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?	Yes, we now accept the P-card procurement and payment process. There is no additional cost extended to the customer for this.

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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 *
58	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.	Our pricing model is based on a product category discount. We provide discounts (stated as a %) off our manufacturer's suggested retail pricing for each piece of equipment, parts, and service based on the categories. In addition, we allow the customers to select from pre-priced options, offered at discounted prices, to 'customize' their equipment to their specific requirements or performance expectations. Sourcewell has seen increasing volumes of purchases from EZ Liner/VTS so we are able to offer more significant discounts for this next contract period. All fo the proposed pricing and discount schedules are provided in document upload section.
59	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.	7% Category discount on EZ Liner products and services. 7% Category discount on Arrow products and services. 4% Category discount on LimnTech products and services. 3% Category discount on Epic Solutions products and services. 3% Category discount on Titan products and services. 3% Category discount on Traffic Coatings products and services. All discounts off suggested sell price or MSRP, dependent on category, and manufacturer suggested retail.
60	Describe any quantity or volume discounts or rebate programs that you offer.	In addition to our Sourcewell discount for all purchases we will consider additional quantity or volume discount requests for multiple unit sales. Each request is evaluated individually at time of order since we don't know details of the product, quantity/volume, configuration, performance specifications, delivery locations, and other possible program requirements. Should Soucewell purchases exceed \$10,000,000 during a calendar year, we will offer an additional .5% rebate to Sourcewell on all sales exceeding \$10,000,000.
61	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.	We would continue to offer "Sourced Goods" as separate line item quotes as requested b the customer. The "Sourced Goods" quotation would be added to the base & published options herein. Many of our government supplied trucks are custom designed and built according to specific customer needs. Since this is a four year contract, we calculate these items at time of customer order to be sure the pricing includes all unique requests beyond what is offered in our options listing and the items reflect current costs.
62	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 predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Our prices are inclusive of design and engineering fees, pre-contruction reviews, and equipment testing. Customers can request additional elements including; PDI's (pre-delivery inspection) and equipment training. Those additional requests are not included in our base pricing but available as options.
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	We will handle the delivery as an additional sourced good cost quoted on a case- by-case basis at time of each customer's order. We provide options to the customer of Pick-up, freight delivery, or company-driven delivery.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Like our continental logistics we would handle the delivery as an additional sourced good cost quoted on a case-by-case basis at time of each customer's order. To support these customers we work with the them to assure freight forwarding, delivery to warehouses or ports are planned, properly documented and executed. We offer the same options to the customer of pick-up, freight delivery, or company driven delivery.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	d. other than what the Proposer typically offers (please describe).	EZ Liner's business with governmental agencies is typically custom truck designs and bids unique to their individual performance specifications and operating requirements. So most often we sell at manufacturers suggested pricing because the product is custom designed and manufactured. In this proposal, we are offering a discount off our manufacturer's suggested retail price because of the combined purchasing volume represented by Sourcewell membership. Additionally, we are offering fixed prices for future orders when our typical quotations are quoted at the time of request and are only valid for 30 days. This proposal is tailored to support the buying power and needs of Sourcewell members.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	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.	EZ Liner has internal process controls and checks and balances to assure self-audit compliance with the requirements of the contract. Starting with when orders are quoted and received, they are reviewed by the sales administration, sales management, manufacturing and accounting before they are acknowledged and entered on the ERP system. After the orders are released to manufacturing and produced; prior to shipment the sell price, delivery, and costs are reviewed and approved by the accounting department. Once approved for release and shipment our operating system provides notification to accounting. Monthly accounting procedures reconcile all shipments with approved pricing and administrative fees (Sourcewell, commissions, etc.) Quarterly these are summarized, reviewed, approved, and released for payment/remittal.	*
	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.	We track our contract performance in five ways, first is sales and revenue. Monthly our senior sales & marketing leadership assess our actual sales against forecasted sales. (Sourcewell sales as a % of total sales.) Weekly, we track all prospective business opportunities to assure we have activity to generate sales success. (% and quantity of Sourcewell opportunities, potential bids, and quotations.) Secondly, accounting reports commissions, royalties, and administrative fee remittals. (Sourcewell sales invoiced and % of total company sales.) Thirdly, our sales & marketing team regularly assesses results of our marketing and business development plans. (Marketing department actions plans.) The fourth way is through tracking our close rate on Sourcewell opportunities and projects. Finally, we have requested a minimum of a semi-annual program review with our SDA. This could assure both parties are proactively managing the program for success. (Meeting notes and RAIL-rolling action items.)	*
69	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.)	EZ Liner is proposing a 2% administrative fee to be paid to Sourcewell for facilitating, managing and promoting the contract.	*

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

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Line			
	Question	Response *	
Item	auconon	Nooponico	

DocuSign Envelope ID: D84F6C1C-AE0E-45BC-8A81-5BD82F02BDB3 Provide a detailed description of the equipment, EZ Liner products, and services that you are offering in your TV-AL110 Cascade -Product Code 18H turnkey airless 110 gallon paint striper built on and to include proposal an Isuzu NPR HD gas cab & chassis TV-AL230 Arapahoe - Product Code 18H turnkey airless 230 gallon striper built on and to include an Isuzu NRR diesel cab & chassis TV-AL500 Teton -Product Code 18H turnkey airless 500 gallon striper built on and to include a Peterbilt 220 cab & chassis. PV-AL110 WindRunner (Dual Carriage)- Product Code 18H airless 110 gallon paint striper pallet mounted to be installed on a flatbed or pickup bed sold separately. TS-AL500 Truck Series Product Code 18A, customizable 500 gallon paint striper body, cab & chassis sold separately TS-AL220 Truck Series Product Code 18B, customizable 220 gallon paint striper body, cab & chassis sold separately TS-AL110 Truck Series Product Code 18C, customizable 110 gallon paint striper body, cab & chassis sold separately. SS-AL110 Tráil Runner Striper Product Code 18D, cab & chassis sold separately. PS-AL110 WindRunner (single carriage) Product Code 18E- customizable airless 110 gallon paint striper pallet mounted to be installed on a flatbed or pickup bed sold separately. PS-ST110 Palletized Stencil Striper Product Code 18F, cab & chassis sold separately TS-AS500 Truck Series Product Code 18G, customizable 500 gallon air-spray paint striper body, cab & chassis sold separately. TS-RP16-11 RPM Truck Product Code 18K Reflective Pavement Marking Truck, cab & chassis sold separately. Arrow Striping Arrow Rumble Strip Truck - Product Code 18N-RUMBLE Arrow Grinder/ Platform 2 Box - Product Code18N-GRINDER2B Arrow Grinder/Saw Platform 4 Box - Product Code 18N-GRINDER4B Arrow Striper Thermoplastic 2 Kettle - Product Code 18N-THERMOSTRIP2K Arrow Striper Thermoplastic 4 Kettle - Product Code 18N-THERMOSTRIP4K Arrow Pre-Melter Thermoplastic Truck Mounted - Product Code 18N-THERMOPMELT Arrow Melter Skid-Mounted 2000 lb- Product Code 18N-MELTSKID2K Arrow Striper Plural Component - Product Code 18N-STRIPPLURAL Epic Solutions Epic Solutions - Product Code 18M-0290053PBDC PL6955PB 2-gun Walk Behind Paint Striper ASE Thermomark 250 - Product Code 18M-ASE7020ASD - Thermoplastic "handliner" applicator ASE Thermomark 300- Product Code 18M-ASE7020AG - Thermoplastic "handliner" applicator ASE ThermoMark 250DD -Product Code 18M-ASE7020AFDD- (Double-Drop) Thermoplastic applicator w/ double drop bead dispensing feature ASE ThermoMark 300DD -Product Code 18M-ASE7020AGDD (Double-Drop)Thermoplastic applicator w/ double drop bead dispensing feature ASE FastMelt 650 -Product Code 18M-ASE7030 Standard Unit Portable Premelting System, propane fired. ASE FastMelt 650 Custom- Product Code18M-ASE7030RH (Right-Side Engine/Hydraulic Mount) Portable Premelting System, propane fired. ASE Thermoplastic TomiHawk Trailer- Product Code 18M-ASE3230AD Epic Tape Truck (no chassis) - Product Code18M-TRTA5000 Epic Solutions TA5000 Tape Applicator -Product Code 18M-TA5000, walk behind cuts tape without having to stop Espalda Side Winder - Product Code 18M-SWTRM27 - Temporary Tape Removing Machine Epic Solutions SS2000 Mini-Vac - Product Code 18M-SS2000 - vacuum collects small grinders and scarifier dust. Epic Solutions MMA Promark -Product Code 20018M-ASE8020AS, 98:2 ratio 1 gun walk behind MMA system Smith FS200 -Product Code 18M-FS200.H5 (5.5hp) Deluxe compact drum-style multi-use combination scarifier/grinder Smith FS209 -Product Code 18M-FS209.H9 (9hp) HD deluxe compact drum-style multi-use combination scarifier/grinder Smith SPS10 - Product Code 18M-SPS10.H13 -(13hp) drum-style multi-use Surface Preparator (up to 10" width) Smith SPS10 DCS - Product Code 18M-25N986 -(390cc) drum-style multi-use Surface Preparator (up to 10" width) Titan PowrLiner 850 - Product Code 18I-850 Titan PowrLiner 3500- Product Code 18I-3500 Titan PowrLiner 4955- Product Code 18I-4955 Titan PowrLiner 6955- Product Code 18I-6955 Titan PowrLiner 8955- Product Code 18I-8955 Titan LazyLiner Elite- Product Code 18I-LLE Titan LazyLiner Pro- Product Code 18I-LLP Hitch of 4955,5955,8955 - Product Code 18I-HITCH Bead Dispenser Kit for 2 Gun Unit - Product Code 18I-02-01 Bead Dispenser Kit for 1 Gun Unit -Product Code 18I-02-02 LifeMark 100 - Product Code 18L-LM100GPS1- Record only via GPS vehicle - one side (Airport LifeMark 100- Product Code 18L-LM100GPS2 - Record only via GPS vehicle - two sides Lifemark 100- Product Code 18L-LM100SC - Single Carriage Record and Layout via GPS Paint Truck (Airport Model)

LifeMark 100 - Product Code 18L-LM100DC- Dual Carriage GPS Record and layout via GPS Paint

Truck

LifeMark 300- Product Code 18L-LM300SC - Single Carriage Auto Re-Stripe via Camera Paint Truck (Full Size Paint Truck)

LifeMark 300- Product Code18L-LM300DC- Dual Carriage Auto Re-Stripe via Camera Paint Truck LifeMark 400 - Product Code 18L-LM400DC- Dual Carriage Record and Layout via GPS and Auto Re-Stripe via Camera Paint Truck (Full-Size Paint Truck)

71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Traffic Coatings -fast dry waterborne & solvent borne traffic paint offered in various colors (white, yellow, red, blue, black, & green) Traffic Coatings - Product Code 18J 5-Gal Bucket White, Waterborne Traffic Paint, Fast Dry - Product Code UC1509-500 Yellow, Waterborne Traffic Paint, Fast Dry - Product Code UC3584-500 Red, Waterborne Traffic Paint, Fast Dry - Product Code UC7503-500 Blue, Waterborne Traffic Paint, Fast Dry - Product Code UC7503-500 Black, Waterborne Traffic Paint, Fast Dry - Product CodeUC9507-500 Pathway Green, Waterborne Traffic Paint, Fast Dry - Product Code UC6502-500 White, Alkyd Acrylic Solvent-Borne Traffic Paint, Fast Dry - Product Code TM1733-500 Yellow, Alkyd Acrylic Solvent-Borne Traffic Paint, Fast Dry - Product Code TM3788-500 White, Acrylic Solvent-Borne Traffic Paint, Fast Dry - Product Code TM1740-500 Yellow, Acrylic Solvent-Borne Traffic Paint, Fast Dry - Product Code TM3783-500 55-gal Drum White, Waterborne Traffic Paint, Fast Dry - Product Code UC1509-955	
		White, Waterborne Traffic Paint, Fast Dry - Product Code UC1509-955 Yellow, Waterborne Traffic Paint, Fast Dry - Product Code UC3584-955 Red, Waterborne Traffic Paint, Fast Dry - Product Code UC5503-955 Blue, Waterborne Traffic Paint, Fast Dry - Product Code UC7503-955 Black, Waterborne Traffic Paint, Fast Dry - Product Code UC9507-955 Pathway Green, Waterborne Traffic Paint, Fast Dry - Product Code UC6502-955 White, Alkyd Acrylic Solvent-Borne Traffic Paint, Fast Dry - Product Code TM1733-955 Yellow, Alkyd Acrylic Solvent-Borne Traffic Paint, Fast Dry - Product Code TM3788-955 White, Acrylic Solvent-Borne Traffic Paint, Fast Dry - Product Code TM1740-955	*
		Yellow, Acrylic Solvent-Borne Traffic Paint, Fast Dry - Product Code 1M1740-955 275-gal Tote White, Waterborne Traffic Paint, Fast Dry - Product Code UC1509-827 Yellow, Waterborne Traffic Paint, Fast Dry - Product Code UC3584-827 Red, Waterborne Traffic Paint, Fast Dry - Product Code UC3584-827 Blue, Waterborne Traffic Paint, Fast Dry - Product Code UC5503-827 Black, Waterborne Traffic Paint, Fast Dry - Product Code UC9507-827 Pathway Green, Waterborne Traffic Paint, Fast Dry - Product Code UC6502-827 White, Alkyd Acrylic Solvent-Borne Traffic Paint, Fast Dry - Product Code TM1738-827 Yellow, Alkyd Solvent-Borne Traffic Paint, Fast Dry - Product Code TM1748-827 Yellow, Acrylic Solvent-Borne Traffic Paint, Fast Dry - Product Code TM1783-827	

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	
72	Asphalt recycles and reclaimers	C Yes No	N/A	*
	Patchers, seal coaters, crack sealers, and mastic and adhesive melters	C Yes No	N/A	*
	Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment		not chip spreaders or asphalt brooms. Pavement grinding and grooving equipment.	*
75	Pavement marking application and removal equipment	○ No	All material applicator types including paint, thermoplastic, tape, RPM, and plural components.	*
76	Other	© Yes ○ No	Traffic paint materials	*

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

Line Item 77. NOTICE: To identify any exception, or to request any modification, to the Sourcewell 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 Sourcewell 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 Sourcewell 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 Sourcewell.
- 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - Pricing Sourcewell pricing document final.pdf Thursday August 05, 2021 15:28:32
 - Financial Strength and Stability Financial Strength & Stability pdf Wednesday August 04, 2021 11:29:39
 - Marketing Plan/Samples VTS Sourcewell Marketing Plan.pdf Thursday August 05, 2021 15:09:38
 - WMBE/MBE/SBE or Related Certificates WMBE MBE SBE or related Certifications.pdf Friday July 30, 2021 16:38:05
 - Warranty Information Warranty Information & Statements.pdf Wednesday August 04, 2021 11:19:18
 - Standard Transaction Document Samples Standard Transaction Document Samples pdf Monday July 26, 2021 13:15:46
 - <u>Upload Additional Document</u> Additional Documents.pdf Monday July 26, 2021 13:35:53

Bid Number: RFP 080521 Vendor Name: Vogel Traffic Services, Inc.

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. - Steve Roesner, President, Vogel Traffic Services, 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.

Bid Number: RFP 080521 Vendor Name: Vogel Traffic Services, Inc.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Roadway_Maint_Equipt_RFP_080521 Wed July 28 2021 06:54 PM	₩	2
Addendum_3_Roadway_Maint_Equipt_RFP_080521 Mon July 26 2021 04:56 PM	₩	2
Addendum_2_Roadway_Maint_Equipt_RFP_080521 Fri July 16 2021 12:55 PM	₩	1
Addendum_1_Roadway_Maint_Equipt_RFP_080521_Draft Thu June 24 2021 04:18 PM	M	1