



MASTER AGREEMENT #050625
CATEGORY: Roadway Maintenance Equipment
SUPPLIER: Vogel Traffic Services, Inc. dba EZ Liner-Arrow

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Vogel Traffic Services, Inc. dba EZ Liner-Arrow, 1920 Albany Place SE, Orange City, IA 51041 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 7, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #050625 to Participating Entities. In Scope solutions include:
 - a. Asphalt recyclers and reclaimers, hot boxes;
 - b. Patchers, seal coaters, joint and crack sealers, crack routers, mastic and adhesive melters;
 - c. Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment; and,
 - d. Pavement marking application and removal equipment.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) **Supplier Representations:**
 - i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

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

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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 Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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 Agreement it will comply with applicable requirements as referenced above.

vi) **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.

vii) **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).

viii) **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.

ix) **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.

x) **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.

xi) **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 Agreement 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.

xii) **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.

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

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

xv) **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 Agreement or any purchase by a Participating Entity.

xvi) **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.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement 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.

xviii) **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.

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

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

**Article 2:
Sourcewell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions 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 Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement

and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be

deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) Grant of License.**a) During the term of this Agreement:**

- i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) 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, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.**c) Use; Quality Control.**

- i) 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.
- ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) Termination. Upon the termination of this Agreement 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.**20) Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **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 Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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 Agreement 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

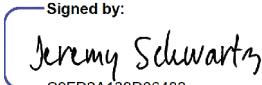
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcwell account number.

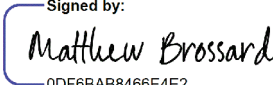
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcwell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcwell

Vogel Traffic Services, Inc.
dba EZ Liner-Arrow

Signed by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/11/2025 | 3:28 PM CDT

Signed by:

0DF6BAB8466E4E2...

By: _____
Matthew Brossard
Title: President
Date: 7/11/2025 | 1:21 PM CDT

RFP 050625 - 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

Address: 1920 Albany Place SE
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: Wednesday April 02, 2025 13:25:13

Submitted On: Tuesday May 06, 2025 10:34:57

Submitted By: Rob Krommendyk

Email: rob.krommendyk@ezliner.com

Transaction #: 4a7e4ec5-7436-4204-8cab-d4fe93345b6c

Submitter's IP Address: 147.243.205.200

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Vogel Traffic Services, Inc. -VTS will provide a sole source of responsibility for the equipment, products, and services provided under a resulting master agreement for Sourcewell's RFP 050625 - Roadway Maintenance Equipment. All solutions offered are within the scope and primary focus as indicated in the solicitation details.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Vogel Traffic Services, Inc. D.B.A. EZ Liner-Arrow will be the primary supplier and OEM. Partnering suppliers of equipment being proposed include Diamond Vogel Paint, Titan Tool, Roadprintz, APEX Waterjetting Global, LLC, and LimnTech Scientific, Inc.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UEI (SAM) # M9SBFKA2MLP7	*
5	Provide your NAICS code applicable to Solutions proposed.	237310 Parking lot marking and line painting 333120 Highway line marking machinery manufacturing / Scarifiers, road, manufacturing 333912 PAINT SPRAYERS (i.e., compressor and spray gun unit) MANUFACTURING 339940 Marking devices manufacturing 325510 PAINT & COATING MANUFACTURING / Paint and varnish removers manufacturing 423810 Road construction and maintenance machinery merchant wholesalers	*
6	Proposer Physical Address:	1920 Albany Pl SE, Orange City, IA, 51041	*
7	Proposer website address (or addresses):	www.ezlinarrow.com	*
8	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):	Matthew Brossard, President, Vogel Traffic Services, Inc., 1920 Albany Place SE, Orange City, IA 51041, matt.brossard@ezliner.com, 712-318-5089 (Direct Line).	*
9	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).	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Brett Mulder, Vice President of Sales & Marketing, EZ Liner-Arrow, 1920 Albany Place SE, Orange City, IA 51041, brett.mulder@ezlinarrow.com, 712-548-7552 (Cell Phone).	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Vogel Traffic Services, Inc. and the Vogel family have been manufacturing and providing highway and road striping materials and equipment to the industry for the last 80 plus years, a fourth generation, family-owned corporation with a vertically integrated, technology forward approach. 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 Empowered service, Selfless leadership, Purposeful growth, Respectful relationships, Quality, Integrity, Safety, Common Sense, Continuous Improvement, and Stewardship. In simple form, determined to be better tomorrow, than we are today, than 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 Iowa 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 roadways 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. These units were deployed around the US and the world. EZ Liner again worked with the Air Force on a new pallet-type mid-sized striper in 2019 and 33 more similarly designed units were shipped to include Diamond Vogel traffic paint and glass beads. An additional 15 orders under this same contract were filled and shipped in 2023 & 2024. Arrow Striping and Manufacturing, Inc. was established in 1993 through the collaborative efforts of the Stark and Heinzerth families of Billings, Montana. The company's initial endeavors were focused on pavement striping and removal services within Montana and the surrounding area. Drawing upon their own hands-on experiences, the founders began to construct their own equipment, including an ingenious utilization of an old beer keg to fashion their first striper. As a response to increasing customer demand, the company's focus shifted in 2016 to exclusively concentrate on the design and production of pavement marking application and removal equipment, however, their commitment to serving both customers and staff remained steady. In 2023, Arrow Striping and Manufacturing, Inc. was acquired by EZ Liner, a move aimed at broadening the product lines between the two companies to better serve their customer base and to help further EZ Liner-Arrow's vision to advance public safety with integrity and excellence.
12	What are your company's expectations in the event of an award?	Vogel Traffic Services, Inc. has successfully and aggressively marketed Sourcewell since being awarded our original contract in 2017. We have and will continue to proactively present Sourcewell as an outstanding purchasing option to all current and potential Sourcewell members. Our sales and marketing personnel intend to grow business unit sales and revenue resulting from an award with a more compelling expanded purpose-built product line to meet government market needs. We have seen consistent year over year growth and expect it to continue over the next term. We have a proven track record over the last eight years of consistent growth, with sales spanning 23 States and now Alberta, Canada, utilizing Canoe. We have seen annual sales volume through our Sourcewell contract of up to \$8M. We intend to expand awareness of the EZ Liner-Arrow partnership, increasing Sourcewell sales, and extending our reach in North America. We also expect a growing relationship with Sourcewell & Canoe 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. We have expanded our product offering and have applied betterment practices, redefining some solutions asked for by members. Finally, our expectations are to utilize more digital marketing, expand market reach, promote our master agreement at tradeshow, and ultimately increase our business with Sourcewell members.
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Vogel Traffic Services, Inc. dba EZ Liner is a privately held, family-owned company currently managed by the third and fourth generation of the Vogel family. We began operation in 1960 as a division within Diamond Vogel Paint and incorporated in 1996 as an independent company within the Vogel family of businesses. We have included letters of reference from the financial institutions utilized in the operation of our business.

14	What is your US market share for the Solutions that you are proposing?	Our market share in the U.S. for the most common segment of solutions proposed, truck mounted, latex paint striping equipment category sales is approximately 60%. The industry is loosely organized but over the past four years we have worked diligently with key suppliers, customers, prospects, industry associations and conducted competitive analysis to determine the US market. We believe the governmental market is approximately 110 units produced and shipped/year in this category. Of the overall pavement marking equipment category, paint striping equipment is the most common, estimated 60% of the market. Thermoplastic trucks, plural component trucks, RPM applicator trucks, grinders, and line removal equipment are products we have added to our Sourcewell product line proposal. We expect to gain up to 20% of the overall market share to include marking removal equipment with an expanded product offering. The units shipped of these products will likely be lessor quantities but typically more revenue per unit.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Our market share in Canada for overall Sourcewell applicable truck mounted paint striper unit sales is estimated at 10%. Over the last 4 years the Canadian market has been significantly smaller than the domestic US market. Based on our own research, an average of 20-unit sales in this market in Canada take place each year. Of the overall pavement marking equipment category, like the US, paint striping equipment is the most common. Thermoplastic trucks, plural component trucks, RPM applicator trucks, etc. are additional products used. We are currently adding to our product line offering and with the help of Canoe, expect to gain up to 30% of the overall market share of both pavement marking and removal equipment.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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 force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) Our company is best described as a manufacturer or service provider. We sell, manufacture, distribute, ship and service all we offer directly to the end customer/user (Direct Sales). Our sales force and service teams are company employees working directly with the customers. Our sales, engineers and service staff work directly with the procurement, engineering, 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 service center that is utilized for training, product inspection, maintenance, repair, & overhaul. We support our customers through the life of their equipment or materials with factory direct trained, hands-on experienced technicians. They begin with equipment design and end with service and parts support through to end of life planning.	*

18	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.	Registered Motor Vehicle Dealer's license #D9228 in the state of Iowa for selling all types of motor vehicles at retail. License #D3767 in the state of Iowa for use of limited use dealer plates. License #M193 in the state of Iowa for selling New Special Equipment to dealers at wholesale. Some government agencies require that a vendor hold a business license for their government entity. That is handled on a case-by-case basis. We hold converter's licenses in certain states where required (TX license #171623). Our equipment is manufactured and conforms to the best-known current practices relative to design, materials, strength, quality, durability, safety, and workmanship and shall be in accordance with the latest codes, standards, and practices of the industry and the following professional organizations: American National Standards Institute (ANSI) American Public Works Association (APWA) membership American Society of Mechanical Engineers (ASME) membership American Society for Testing and Materials (ASTM) American Traffic Safety Services Association (ATSSA) membership 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) -Certificates of achievement of CEU's for attending NTEA Work Truck Association events in 2024 & 2025. Society of Automotive Engineers (SAE) The Maintenance Council of The American Trucking Association (TMC) Underwriters Laboratory (UL) Solidworks certifications including: CSWP, CSWA, and multiple module certifications. Engineering has specialists in mechanical and electrical aspects of engineering, advanced degrees in their field, & OSHA 30-hour training. Certificate of achievement for VTS/Matthew Brossard in recognition for attending 8-hour CET of State of Iowa Used Motor Vehicle Dealer required training.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None. Vogel Traffic Services, Inc. has never been suspended or disbarred by any organization throughout its years of history.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	In 2024 Roadprintz received an innovation award from American Traffic Safety Services (ATSSA) for the robotic legend painting truck. This newly added offered solution to our catalog is now being manufactured at the EZ Liner factory. Gold, Silver, and Bronze Awards have been collected consistently each year from Roads & Bridges Contractor's Choice Awards. In 2025 APEX Waterjetting received an innovation award from American Traffic Safety Services (ATSSA) for the StripeBot™ Automated Water Blasting Tool.	*
21	What percentage of your sales are to the governmental sector in the past three years?	70% of EZ Liner truck mounted striper sales revenue dollars and number of unit truck sales are directly with the governmental sector in the past three years, including State DOT's, Counties, Cities, and Airports. The remaining 30% of our EZ Liner branded truck mounted striper sales are with contractors who typically provide pavement marking services to the government sector.	*
22	What percentage of your sales are to the education sector in the past three years?	Approximately 1%, our opportunity to sell our products to the Education sector has been very limited. 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 but are certainly open to doing so if the need arises.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Sourcwell (through 10/11/25)-average per year sales volume over the last 3 years was \$5M to \$6M. H-GAC (through 09/30/25)-average per year sales volume over the last 3 years was \$0. Buyboard (through June 30,2026 with 2 possible 1-year renewals)-no sales yet, our term contract starts on July 1, 2025.	*
24	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 currently have a GSA contract. A Cage # 0NCU6 and UEI # M9SBFKA2MLP7, has been issued and maintained through SAM.gov for USAF (United States Air Force) sales of equipment to AFB's around the world. The overall sales volume of this USAF order over the last 3 years is over \$2M, an average of \$800K. per year over the past three years (2022-2024).	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Saint Paul 899 Dale Street N Saint Paul, MN 55103	Joe Spah, Assistant City Engineer Department of Public Works Traffic Operations Division joe.spah@ci.stpaul.mn.us	651-266-9773	*
City of Marshfield, Street Div 407 W 2nd St Marshfield WI 54449	Tim Rasmussen, Street Superintendent Tim.rasmussen@ci.marshfield.wi.us	715-486-2085	*
County of Sacramento, Fleet Services Div	Ronald Wirth, Fleet Advance Planning and Sustainability Manager wirthr@saccounty.gov	Office (916) 875-4783	*
City of Edina, MN (see testimonial video link in attached marketing plan)	Dave Snaza, Traffic Safety Specialist dsnaza@EdinaMN.gov	952-826-0309 Cell 952-367-7931	
Sacramento County Department of Transportation 4135 Traffic Way Sacramento, CA 95827	Philip Robinson Manager, Traffic Signs & Markings robinsonp@saccounty.gov	Office (916) 875-5456	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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

Line Item	Question	Response *	
26	Sales force.	VTS/EZLiner-Arrow employs four (4) traveling Territory Sales Managers who collectively cover the entire United States and Canada. They are supported by an Engineering assisted Design & Bid Project Manager who interprets and writes specs, designs equipment, and prepares quotes & bids. The team is led by a Vice President for Sales and Marketing. In addition, since we design custom equipment and service it for the life of the vehicle, we have another group of 14 individuals working for the customer including engineers, parts sales, service technicians, and trainers. The majority of these team members are factory based, located in our manufacturing facilities in Hull, IA, Orange City, IA. and in Billings, MT.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Our products and services are sold factory direct by experienced Territory Sales Managers, sometimes working through select dealers, but more often working directly with government agencies. The partnering agencies we are offering solutions for will also have the ability to sell their own products through our Sourcwell awarded master agreement in collaboration with Vogel Traffic Services, Inc..	*
28	Service force.	We provide 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 eight 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 280 combined years of experience from top ten employees. Our resources include a high-quality traffic paint manufacturing division, several high-quality equipment manufacturing divisions, 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. We direct customer focus on the entire life cycle of equipment and TCO (total cost of ownership).	*

29	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. We are implementing Configure One/Revalize, which we call DEZiner, a new configuration and quoting software that will streamline and accelerate the process. We want to be sure the member understands that the order is 100% compliant with government requirements and adhere to competitive bidding requirements.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	On-time delivery management is detailed and measured as one of our key performance indices. We monitor and review KPI's monthly with corrective action taken as required. We provide post-delivery hands-on training and education to ensure customers understand 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-Arrow 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.	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities.	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. We service all areas in the United States and Canada. Now operating another manufacturing facility in Billings, MT (Arrow) we are even more able to serve the Western region of North America.	*
32	Describe your ability and willingness to provide your products and services to Sourcwell 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.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	None, we are willing and able to fully serve all geographical areas throughout the United States and Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	None, we are willing and able to fully serve all sectors of government including State or Provincial, County, City, Airport, Education, and Non-profits.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We provide equipment and support in Hawaii, Alaska, and US territories. EZ Liner has many palletized paint striping units in Alaska being used by contractors, airports, cities and the Alaska DOT has a truck mounted paint striping truck stationed at the Fairbanks District. A truck delivered to Hawaii was a custom truck mounted paint striper using a Hawaii-based chassis vendor/dealer as the source for the chassis. USAF palletized stripers have been shipped to US Territories and around the globe. Depending on what is required, we will handle direct or recommend a local contact such as a chassis dealer, equipment facility, etc. We provide customers with manufacturer names and numbers for each major component used on the striper. This allows the end user to source goods either from us or locally for parts and services after the sale.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, as requested.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our past 8 years' experience with Sourcewell 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 ATSSA Roadway Safety, APWA Reporter, Airport Improvement, Pavement Maintenance, APE (Allied Paving Equipment), and Multiview Media digital advertising. 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. As we look ahead, our marketing strategy focuses on expanding awareness of the EZ Liner-Arrow partnership, increasing Sourcewell contract sales, and extending our reach in North America. (A complete marketing plan with samples of our marketing efforts is attached in the document upload section)	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Vogel Traffic Services, Inc. will continue to market Sourcewell and Canoe on our updated website (www.ezlinearrow.com) with active buying option links to our Sourcewell and Canoe landing pages, with the 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. We have recently started utilizing a "Matterport" 360-degree 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. This enhances digital customer engagement and enables our sales team to demonstrate custom features and walk prospects through equipment, even when in-person visits aren't possible. These virtual tours are embedded on our website. 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. We now include digital banner ads on webpages of the industry publications we advertise in and utilize customer readership lists to enhance our advertising with eblasts to their lists. We utilize several software programs to monitor all digital activities mentioned above and gather data. Our Marketing department reviews 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. We invest in a service that lets us monitor who is visiting our website pages so we can proactively begin a discussion with customers and develop new opportunities. (See attached marketing plan for examples of the technology we are using and the digital marketing efforts.)	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	We expect Sourcewell and Canoe 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 the 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-Arrow 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. For the upcoming years we have made it our goal to find more Canadian opportunities through Canoe. Our team is extensively trained on the selling point and details of the program. We reinforce targeting key accounts and talk about the program early in the sales conversation. We now utilize our Edina, MN Sourcewell Testimonial to new prospects considering buying our equipment. We feature Sourcewell branding in both print and digital formats, including dual-brand advertisements and a combined Sourcewell catalog featuring our expanded offering.	*

40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, we try to make available our solutions through e-procurement channels as much as possible, we have developed an e-procurement system for parts sales and our smaller equipment line, which will allow customers to place some orders online.	*
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Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
41	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 with a focus and emphasis on safety. 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. Our customer service division offers maintenance and repair at EZ Liner-Arrow or at the member site as needed.	*
42	Describe in detail your 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.	EZ Liner-Arrow warrants all equipment manufactured by it and bearing its brand names to be free from defects in material and workmanship at the time of sale. EZ Liner-Arrow will for a period of twelve months from the date of sale, repair or replace any part of the equipment proven defective. Repair or replacement under this warranty shall be purchaser's sole remedy for breach of the warranty. Products furnished by but not manufactured by EZ Liner-Arrow (such as chassis, engines, compressor, etc.) will carry only the warranty of the original equipment manufacturer. This warranty shall not apply if the product has been subject to misuse, negligence, accident or tampering or has not been operated in accordance with EZ Liner-Arrow's recommendations. This warranty does not cover and EZ Liner-Arrow shall not be liable for any damage, wear or malfunction caused by improper or inadequate maintenance, or substitution of components not supplied by EZ Liner-Arrow. Warranty does not apply to normal wear and tear due to equipment operation or to consumable replacement parts. This warranty applies only to the original purchaser and only when the equipment is operated and maintained in accordance with EZ Liner-Arrow's written recommendations or instructions. Purchaser must, with transportation prepaid, return the equipment claimed to be defective to EZ Liner-Arrow for verification of the claimed defect. If the alleged defect is verified, EZ Liner-Arrow will, at EZ Liner-Arrow's option, repair or replace any defective parts. The equipment will be returned including prepayment of transportation charges to the original purchases. Expedited fees will be paid by the customer if requested. If no defects in material and workmanship are found, repairs will be made by EZ Liner-Arrow at a reasonable charge. Charges may include the cost of parts, labor and freight. EZ LINER-ARROW DISCLAIMS TO THE FULL EXTENT PERMITTED BY LAW ALL WARRANTIES, EXPRESSED OR IMPLIED INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY NON-CONTRACTUAL LIABILITIES INCLUDING PRODUCT LIABILITY BASED ON NEGLIGENCE OR STRICT LIABILITIES. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. Every form of liability is expressly excluded and denied for direct, indirect, special or consequential damages or loss. The warranty shall be in lieu of any other warranty expressed or implied. The terms of this warranty constitute purchaser's sole and exclusive remedy. In no case shall EZ Liner-Arrow liability exceed the amount of the purchase price. Any action for breach of warranty must be brought within one (1) year of the date of sale or in service date. The following list is intended to act only as an example of these warranties, which are subject to change without notice but may not be limited to only the following: · Industrial/Commercial engines carry a one-year limited warranty · Air compressors carry a one-year limited warranty · ASME pressure pots are pressure tested, certified and carry a one-year limited warranty. · Bead guns carry a one-year limited warranty · Hydraulic pumps carry a one-year warranty · Paint pumps carry a one-year limited warranty · Paint guns carry a one-year limited warranty · Air solenoids carry a one-year warranty · Electronic controllers carry a one-year limited warranty	*

43	Describe any technological advances that your proposed Solutions offer.	EZ Liner/Roadprintz robotic legend marking unit eliminates waste and provides a safer application for legend markings without the need for stencils and exposure to traffic. EZ Liner automated RPM applicator truck allows for labor savings by robotically dispensing bituminous adhesive and applying raised pavement markers to the roadway without a human operator being dangerously exposed to traffic. EZ Liner/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! Electronic pressure controls to allow for more precise monitoring of paint pressures which increases productivity and ease of operation. PCD (polycrystalline diamond) heads for grinders. Data management mapping system for roadway and/or runway maintenance, (SRO) Spec Rite Online. Apex Water jetting remote controlled robot to remove markings in not so accessible locations. Titan 72V electric rechargeable battery powered airless walk behind paint strippers offer zero emissions solutions and eliminate the need for fuel on the jobsite.	*
44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	In the office we are transitioning to paperless but also use recycled paper and print double-sided when paper use is necessary. We have upgraded to LED lighting, energy-efficient appliances, and HVAC systems with programmable thermostats to optimize energy usage. Motion sensors are installed for lighting in common areas such as breakrooms, shared office spaces, and restrooms. We support environmental organizations and initiatives in our local community. Our plant operations reclaim and recycle, when possible, to reuse waste. 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 always being researched in Product Development & electric power is offered on many of our solutions.	*
45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle 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.	*
46	Describe how your equipment reduces the carbon footprint compared to traditional asphalt repair equipment.	We source materials from sustainable and responsible eco-friendly suppliers and use sustainable shipping methods and materials. We support and adhere to EPA and other environmental organizations or initiatives by providing the latest emissions compliant engines. California (CARB) compliant gas models are also available along with CNG. We have invested in extensive research in the feasibility of the use of zero emissions vehicles and other electric powered equipment.	*
47	Describe if your solutions use low-VOC (volatile organic compound) or biodegradable materials to reduce environmental impact.	The traffic paint solutions proposed through Diamond Vogel is all low-VOC water-based meeting Federal specifications and complying with the EPA regulations. The powder coating process we use in finishing our machinery and equipment solutions is considered "no-VOC".	*
48	Describe any ergonomic features your solutions offer to minimize fatigue and strain on operators.	We provide full view front angled windows and a narrower platform in front of rear operator's cabs for unimpeded forward visibility to ensure operators are consistently seated in an ergonomic position while striping. Ergonomically designed seats with air-ride suspension, tethers, seat belt, flip-up armrests, and full backrest with lumbar support and lever for reclining back adjustment. Mounts for screens, controllers, and steering wheel mounts are adjustable for each operator.	*
49	Describe fire prevention and handling protocols or personal protective equipment needed while using your equipment to enhance operator safety.	Fire extinguishers of the appropriate size and type are provided with our equipment to extinguish fires. Mounting locations are discussed with each customer at a pre-construction meeting to be sure the locations are easily accessible and make sense to the end user. Fire prevention is accomplished by design, engineering, and working with each customer in the spec writing process to ensure the proper grounds, connections, and safety devices are in place. Dual muff rear operator noise-cancelling headsets are provided, and safety glasses are recommended when training on each piece of equipment.	*

50	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 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. Our proven track record including over eight years of consistent growth, with sales spanning 23 States and now Alberta, Canada, utilizing Canoe —even during the challenges of the COVID-19 pandemic. We've expanded our equipment lines to meet nearly 80% of all material applications used in pavement marking. From our award-winning RoadPrintz robotic stencil truck to our automated RPM applicator and Matterport-powered virtual tours, we continue to pioneer solutions that prioritize both operator safety and smart infrastructure compatibility. Our robust pre-and post-sale ongoing support model includes training, surveys, and testimonials, strengthening relationships and improving satisfaction across the full customer journey.
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
51	Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		☐ Yes ☒ No	VTS does not qualify as a Historically Underutilized Business.	*
52		Minority Business Enterprise (MBE)	☐ Yes ☒ No	VTS does not qualify for MBE status.	*
53		Women Business Enterprise (WBE)	☐ Yes ☒ No	VTS does not qualify for WBE status.	*
54		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	VTS does not qualify for DOBE status.	*
55		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	VTS does not qualify for VBE status.	*
56		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	VTS does not qualify for SDVOB status.	*
57		Small Business Enterprise (SBE)	☒ Yes ☐ No	VTS qualifies for SBE/SBA and self certifies based on NAICS qualifications for number of employees.	*
58		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	VTS does not qualify for SDB status.	*
59		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	VTS does not qualify for WOSB status.	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
60	Describe your payment terms and accepted payment methods.	Net 30. We accept Check, Wire Transfer, ACH, Credit Cards, and P-Cards.	*
61	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 a leasing company, Ascentium Capital, serving the following: •States, Counties and State & County Agencies •Cities, towns, villages or other municipal entities •Subdivisions of State •Public Education •Volunteer Fire Departments	*

62	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	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.	*
63	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell 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.	*
64	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	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. Sourcwell 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 of the proposed pricing and discount schedules are provided in document upload section.	*
65	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. 3% Category discount on Roadprintz products and services. 3% Category discount on LimnTech products and services. 3% Category discount on APEX 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. The overall value is higher for members based on the quantity of units sold and expected to sell on a resulting master agreement.	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	In addition to our Sourcwell 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.	*
67	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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 clear and concise line-item quotes as requested by the member. 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.	*
68	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Our prices are inclusive of design and engineering fees, pre-construction 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.	*
69	If freight, delivery, or shipping is an additional cost to the Sourcwell 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.	*
70	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 order. To support these customers, we work with 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.	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Drive away and factory pickup available in addition to low boy trailer transfer of equipment.	*

72	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	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.	*
73	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	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.	*
74	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	EZ Liner is proposing a 2% administrative fee to be paid to Sourcewell for facilitating, managing and promoting the contract. Timely payments and on time quarterly reporting is something we take pride in providing to Sourcewell. Thank you for your work and dedication to maintaining a healthy cooperative purchasing system, it is much appreciated.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
75	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	As an incentive for government agencies to buy through Sourcewell, we maintain better discounts for Sourcewell members as a way of encouraging them to buy through our master agreement. We realize there are cost savings over time without having to competitively bid on each individual opportunity external from cooperative purchasing. This savings is considered with discounts offered to members. The solutions commonly sold in high volumes through the Sourcewell term receive higher discounts for this reason.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
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76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	EZ Liner: TV-AL110 Cascade (300-A300-00) -turnkey airless 120-gallon paint striper built on and to include an Isuzu NPR HD gas cab & chassis. TV-AL230 Arapahoe (181-A300-00) -turnkey airless 230-gallon striper built on and to include an Isuzu NRR diesel cab & chassis. TV-AL500 Teton (510-A300-00) -turnkey airless 500-gallon striper built on and to include a Peterbilt 220 cab & chassis. TV-RP600 Manual RPM application truck (587-A200-00) -turnkey 600 lb. capacity bituminous mastic & adhesive melter for application of RPM's built on and to include an Isuzu NRR diesel cab & chassis. Automated RPM Truck, Reflective Pavement Marking Truck, cab & chassis included. PV-AL110 WindRunner (Dual Carriage)-airless 110-gallon paint striper pallet mounted to be installed on a flatbed or pickup bed sold separately. TS-AL500 Truck Series 500C, customizable 500-gallon paint striper body, cab & chassis sold separately. TS-AL230 Truck Series 500A, customizable 220-gallon paint striper body, cab & chassis sold separately. TS-AL120 Truck Series 500G, customizable 120-gallon paint striper body, cab & chassis sold separately. SS-AL110 TrailRunner Striper, cab & chassis sold separately. PS-ST110 Palletized Stencil Striper, cab & chassis sold separately. TS-AS500 Truck Series, customizable 500-gallon air-spray paint striper body, cab & chassis sold separately. Roadprintz Robotic Symbol Painter (600-A200-00), built on and to include a Ford F-550 cab & chassis. Arrow Striping: Arrow Striper Plural Component -EPOXY Truck Arrow Broom Truck Arrow Rumble Strip Truck Arrow Grinder/ Platform 2 Box -GRINDER2B Arrow Grinder/Saw Platform 4 Box -GRINDER4B Arrow Striper Thermoplastic 2 Kettle -THERMO2K Arrow Striper Thermoplastic 4 Kettle -THERMO4K Arrow Pre-Melter Thermoplastic Truck Mounted Arrow Melter Skid-Mounted 2000 lb. Titan: PowrLiner 850 gas powered airless walk behind striper PowrLiner 3500 gas powered airless walk behind striper PowrLiner 3500 battery powered airless walk behind striper PowrLiner 4955 gas powered airless walk behind striper PowrLiner 5500 w/SA gas powered airless walk behind striper PowrLiner 6955 gas powered airless walk behind striper PowrLiner 8955 gas powered airless walk behind striper LazyLiner Elite (electric start) gas powered driver for walk behind LazyLiner Pro (pull start) gas powered driver for walk behind APEX Waterjetting Global, LLC: StripeX 7000T: 40,000 psi water blasting system trailer-mounted or skid-mounted ultra-high-pressure system. Stripe Blaster: Walk-behind 40,000 psi add-on tool that makes pavement marking and surface cleaning simple and effective. Stripe Blaster Cart HR: Ride-on 40,000 psi add-on tool designed to work with your Graco Line Driver, adding flexibility and ease of use. StripeBot: 40,000 psi robotic pavement marking removal, cleaning, prep, and friction restoration add-on tool. LimnTech Scientific, Inc.: LifeMark® 100 Dual Carriage Record and Layout Paint Truck System LifeMark® 100 Single Carriage Record and Layout Paint Truck System LifeMark® 100 Dual Carriage Record and Layout Pickup System LifeMark® 100 Single Carriage Record and Layout Pickup System LifeMark® 300 Dual Carriage Automatic Re-Stripe System LifeMark® 300 Single Carriage Automatic Re-Stripe System LifeMark® 400 Dual Carriage Record, Layout and Automatic Re-Stripe System LifeMark® 400 Single Carriage Record, Layout and Automatic Re-Stripe System LifeMark® 90 Dual Record Pickup System
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77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Diamond Vogel Traffic Coatings -fast dry waterborne & solvent borne traffic paint offered in various colors (white, yellow, red, blue, & black) 5-Gal Bucket/pail: White, Waterborne Traffic Paint, Fast Dry - UC1509-500 Yellow, Waterborne Traffic Paint, Fast Dry - UC3584-500 Red, Waterborne Traffic Paint, Fast Dry - UC5503-500 Blue, Waterborne Traffic Paint, Fast Dry - UC7503-500 Black, Waterborne Traffic Paint, Fast Dry - UC9507-500 55-gal Drum: White, Waterborne Traffic Paint, Fast Dry - UC1509-955 Yellow, Waterborne Traffic Paint, Fast Dry - UC3584-955 Red, Waterborne Traffic Paint, Fast Dry - UC5503-955 Blue, Waterborne Traffic Paint, Fast Dry - UC7503-955 Black, Waterborne Traffic Paint, Fast Dry - UC9507-955 250-gal Tote: White, Waterborne Traffic Paint, Fast Dry - UC1509-825 Yellow, Waterborne Traffic Paint, Fast Dry - UC3584-825 Red, Waterborne Traffic Paint, Fast Dry - UC5503-825 Blue, Waterborne Traffic Paint, Fast Dry - UC7503-825 Black, Waterborne Traffic Paint, Fast Dry - UC9507-825	*
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Table 7B: Depth and Breadth of Offered Solutions

Indicate below if the listed category or type of solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
78	Asphalt recyclers and reclaimers, hot boxes	☐ Yes ☒ No	We do not propose to offer anything in this category.	*
79	Patchers, seal coaters, joint and crack sealers, crack routers, mastic and adhesive melters	☒ Yes ☐ No	Mastic and adhesive melters are major components on some of the products in our offering such as RPM applicators.	*
80	Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment	☒ Yes ☐ No	Brooms, and pavement grinding or grooving equipment are offered.	*
81	Pavement marking application and removal equipment	☒ Yes ☐ No	This is our largest category offering. We offer all types of Pavement marking application and removal equipment.	*

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 82. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

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](#) - Pricing statement SW RFP 050625.pdf - Tuesday May 06, 2025 10:09:56
- [Financial Strength and Stability](#) - financial stability bank reference letters.pdf - Tuesday April 29, 2025 09:20:56
- [Marketing Plan/Samples](#) - Marketing plan for Sourcwell.pdf - Monday May 05, 2025 08:48:02
- [WMBE/MBE/SBE or Related Certificates](#) - VTS licenses and certifications.pdf - Tuesday April 29, 2025 11:10:02
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.pdf - Saturday May 03, 2025 10:29:57
- Requested Exceptions (optional)
- [Upload Additional Document](#) - EZ-Liner-Sourcwell-brochure-fin - Copy.pdf - Tuesday May 06, 2025 07:44:22

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. 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, 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. - Matthew Brossard, 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 obligations contemplated in the solicitation proposal.

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Roadway_Maintenance_Equipment_RFP050625 Wed April 23 2025 04:17 PM	☒	2
Addendum_1_Roadway_Maintenance_Equipment_RFP 050625 Tue April 8 2025 02:54 PM	☒	1