

Solicitation Number: 090122

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and All Traffic Solutions, INC, 14201 Sullyfield Circle, Suite 300, Chantilly, VA 20151 (Supplier).

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

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

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires November 7, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

Rev. 3/2022

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

- B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.
- C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as ecommerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.
- D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:
 - 1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
 - 2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.
- E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

- A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.
- B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.
- C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.
- D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

- E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.
- F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

- 3. Use; Quality Control.
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.
- C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.
- D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

- A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:
 - 1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
 - 2. *Escalation*. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
 - 3. Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.
- B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:
 - 1. Nonperformance of contractual requirements, or
 - 2. A material breach of any term or condition of this Contract.

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

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

18. INSURANCE

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

Workers' Compensation and Employer's Liability.

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits: \$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

19. COMPLIANCE

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

- A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
- B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by nonfederal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.
- C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

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

- D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.
- F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

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

- H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.
- O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.
- P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.
- S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.
- T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

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

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

Sourcewell

DocuSigned by:

By: Jeremy Schwartz

Jeremy Schwartz

Title: Chief Procurement Officer

11/2/2022 | 9:10 PM CDT

All Traffic Solutions, INC

____DocuSigned by:

By: Michael Werksman

By: 3AFEE2746ECB453...

Michael Werksman

Title: Controller

11/3/2022 | 10:18 AM CDT Date:

Approved:

DocuSigned by:

By: Chad Coautte

Chad Coauette

Title: Executive Director/CEO

11/3/2022 | 10:20 AM CDT

Date:

RFP 090122 - Law Enforcement Equipment

Vendor Details

Company Name: All Traffic Solutions

Does your company conduct

business under any other name? If

yes, please state:

Virginia

14201 Sullyfield Cir #300

Address: #300

Chantilly, Virginia 20151

Contact: Kabir Uddin

Email: kuddin@alltrafficsolutions.com

Phone: 571-521-3133 HST#: 25-1887906

Submission Details

Created On: Thursday August 04, 2022 09:42:37
Submitted On: Wednesday August 31, 2022 14:04:52

Submitted By: Jodi Rowe

Email: contracts@alltrafficsolutions.com

Transaction #: 7b8e31b0-b7ef-437c-b292-6538e81fdd09

Submitter's IP Address: 108.28.29.122

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	All Traffic Solutions, INC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A. All Traffic Solutions, INC has no subsidiary entities.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A. All Traffic Solutions, INC has no subsidiary entities to give names for.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	SAM Unique Entity ID: CU4MYN4JM2N7	*
5	Proposer Physical Address:	14201 Sullyfield Circle, Suite 300, Chantilly, VA 20151	*
6	Proposer website address (or addresses):	https://www.alltrafficsolutions.com/	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Name: Michael Werksman Title: Controller 14201 Sullyfield Circle, Suite 300 Chantilly, VA 20151 mwerksman@alltrafficsolutions.com Direct Phone: (571) 321-5440 Toll Free: (866) 366-6602, ext 304	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kabir Uddin Procurement Development Specialist 14201 Sullyfield Circle, Suite 300, Chantilly, VA 20151 kuddin@alltrafficsolutions.com (571)521-3133	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Melissa Millis Sales Enablement Manager 14201 Sullyfield Circle, Suite 300, Chantilly, VA 20151 mmillis@alltrafficsolutions.com (571)321-5443 Carrie Fedders Vice President of Sales and Marketing 14201 Sullyfield Circle, Suite 300, Chantilly, VA 20151 cfedders@alltrafficsolutions.com (571)321-5446	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since its founding in 2000, All Traffic Solutions, INC has been an innovator in the traffic and safety space, specifically catering to the law enforcement community. The company is known for providing portable, durable, easy-to-use traffic safety solutions that it stands behind with integrity and excellent customer service. All Traffic Solutions products are made in the United States in compliance with the Buy American Act and Buy America Act— setting it apart from other similar companies from the very beginning.

In 2003, the company developed the first portable radar speed sign that could be quickly and securely mounted to existing signposts. These signs show drivers how fast they're traveling, collect traffic data, and are effective tools to reduce speeding. The signs were popular among law enforcement agencies because they helped them address some of the most common challenges that they face every day—increasing traffic safety and resolving neighborhood speeding complaints.

To help law enforcement and first responders with other challenges they face, All Traffic Solutions, INC developed portable variable message boards in 2005. These electronic signs could be programmed to display custom text and share important information with the public in a highly visible way. This new All Traffic Solutions product—called InstAlert—was the first sign of its kind that could fold in half to comfortably fit in the trunk of a police cruiser. InstAlert was also the first variable message sign that could be mounted in a variety of ways— on a portable post, vehicle hitch, pole, or trailer. At the time, other variable message signs could only be mounted on trailers. These innovations made InstAlert easy for police and first responders to transport and use wherever they needed to quickly share information such as changes to traffic patterns or safety alerts. InstAlert signs quickly became popular among law enforcement and first responders, as well as municipalities, corporate campuses, and colleges and universities.

All Traffic Solutions found that many of their customers, especially law enforcement agencies, were operating with limited time and resources. The company recognized a need to provide solutions that were not only effective but also efficient and easy to use. In 2006, All Traffic Solutions became the first company to offer its variable message signs with Bluetooth connectivity. This allowed customers to change messages displayed on InstAlert signs wirelessly from the safety of their vehicles. In the same year, the company also created the first online remote management platform for radar speed signs. This innovation saved customers time by letting them access the data their signs collect online. They no longer had to travel to locations where signs were deployed to retrieve data.

Continuing to listen to and prioritize the needs of its customers, All Traffic Solutions developed the first comprehensive online management platform for its radar speed and message signs in 2010. This technology quickly gained popularity because it made the signs easier to use and saved customers time. Soon, over one-third of all products sold were subscribed to All Traffic Solutions' remote management services. In 2013, All Traffic Solutions was awarded US Patent 8,417,442 for this industry-leading innovation. In 2016, the platform, formerly known as SmartApps, became known as TrafficIoud®. With this name change came a new, more user-friendly interface that was developed through feedback from law enforcement agencies. This revolutionary online platform allows customers to monitor their signs, change signs' settings, update message displays, and access the data collected by the signs from anywhere with an internet connection. This technology still continues to evolve today, always improving to help customers save even more time, effort, and resources.

Over the years, All Traffic Solutions has solidified its place as an industry leader by consistently providing exceptional quality, extraordinary customer service, and unmatched ease of use. All Traffic Solutions has earned a reputation of overdelivering on promises with a sense of urgency and exceeding customer expectations. Integrity, honesty, transparency, and respect are integral in all interactions that All Traffic Solutions employees have with each other, with partners, and with customers. Those core values have helped the company achieve the innovations and success it enjoys today. All Traffic Solutions continues to develop new products and improve upon existing ones to better serve the ever-changing needs of its customers.

The company proudly stands behind its products with US-based tech support, complimentary one-on-one product trainings, and the best warranty plans on the market, so customers get the most out of their purchase for years to come. As a company, All Traffic Solutions understands that when police departments secure budgets to purchase tools, the equipment needs to stand the test of time. It needs to be durable enough to stand all weather conditions and possible tampering that may occur on the roadside. All Traffic Solutions products are built to last for a decade or more of year-round use, even through inclement weather conditions. All Traffic Solutions has had the pleasure of doing business with many law enforcement agencies for 10 or more years. Charlotte Mecklenburg Police Department of North Carolina has been a valued customer since 2013. All Traffic Solutions has also been of continuous service to The City of Springfield, Massachusetts Police Department since 2011. All Traffic Solutions products are not quick fixes for traffic safety problems— they are long-lasting solutions that make communities safer and make customers' jobs easier. All Traffic Solutions stays engaged when things get tough, supporting its employees and its community at large.

11	What are your company's expectations in the event of an award?	All Traffic Solutions, INC works with thousands of law enforcement agencies and most ask us if we are on a relevant contract, such as Sourcewell. This is so they may purchase our products and services easily, and therefore our main goal with this contract is to fulfill the needs of Sourcewell participating entities and help them procure our products in the most efficient way possible. With materials already created, we expect to begin marketing the fact that we are on the Sourcewell contract immediately by sending an announcement email to our current state and local government and education customers with a landing page. There will be a separate email to inform our current Law Enforcement customers. We will also immediately add the Sourcewell logo to our "Purchase Options" webpage, which lists the National Cooperatives and Contracts, State Contracts, and Approved Product Lists that we are actively awarded. We expect our Account Development Representatives to share the news of our Sourcewell award with relevant parties that contact or are contacted by us (i.e. interested buyers in state and local government or education, especially those in Law Enforcement). A big part of achieving the best cooperative outcome is elevating products and service with more feedback. In the interactions with Sourcewell participating entities through this contract, All Traffic Solutions, INC looks forward to continuing to evolve our solutions to meet law enforcement's changing needs. This is reflected in our continuous year over year growth in contract sales in the last three years, which then directly lends to product development, releases, and updates for our customers. All Traffic Solutions, INC knows that contracts offer Sourcewell participating entities an easier buying experience that is typically at a better price. With that in mind, we expect to be able to offer a more efficient buying experience and a more competitive price to an increasing number of our buyers (participating entities and those who choose to become participa	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	The Controller, Mike Werksman, for All Traffic Solutions, INC has attached a letter demonstrating our financial strength.	*
13	What is your US market share for the solutions that you are proposing?	IBIS World, a comprehensive industry and market research database firm, published a market report October 2021. They reported the variable message sign, as it pertains to transportation displays, has a market size of \$628 million. According to our 2021 end of year sales, which was about \$19 million, All Traffic Solution, INc's US market share is about 3% and actively growing.	*
14	What is your Canadian market share for the solutions that you are proposing?	Our market share currently in Canada is less than 0.01%, but is in development. We have partnered with the Virginia Economic Development Program, which helps businesses like ours penetrate international markets and we have invested in market research for Canada. We are owned by Logix ITS, based in Quebec, Canada who is now an official distributor of our products in Canada. We are forecasting \$750,000 in Canadian sales within the next 12 months.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, All Traffic Solutions, INC has never petitioned for bankruptcy protection.	*

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ii coca a a a a a a a a a a a a a a a a a	How is your organization best described: is t a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services oroposed in this RFP. Are these individuals your employees, or the employees of a third party?	B) All Traffic Solutions, INC is a manufacturer. All Sales and Manufacturing (Production) activities are held within company constraints, through employed individuals by the Corporation itself. The manufacturing facility is maintained and operated by the Corporation in State College, Pennsylvania, All Traffic Solutions, INC operates Sales and Manufacturing all under All Traffic Solutions, INC management. The production team is responsible for the assessment, purchase, quality control, and negotiation of contracts of raw materials from designated suppliers. The production team then uses machine and materials setup to turn the raw materials into tangible finished products. Our Sales team responds to any requests via phone, web, email, or in person for quotes and helps with the creation of purchase orders for the production team. Which the production team then executes and ships out to the customer. Our Finance team issues relative invoices and processes transactions directly with our customers. The Account Management team stays in direct contact with the customer if any technical support is needed and brings in the Technical Support team to help if necessary. If the customer has purchased software like TrafficCloud, our Software Trainer provides in person training as well as written and video resources for reference. All Traffic Solutions, INC does offer products from Genetec and Houston Radars. Genetec and Houston Radar products are mainly used as component materials in All Traffic Solutions, INC's manufacturing process of final products. For example, we use an automatic license plate reader camera system in our speed trailer for our radar signs, but we also sell the automatic license plate reader camera system as a product by itself. However, we do offer certain Items directly from Genetec and Houston Radar if a customer needs it. Genetec provides automatic license plate recognition products. Houston Radar provides us with traffic counters and classifications devices. The dealer network for All Traffic Solutio
 	If applicable, provide a detailed explanation butlining 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 bursuit of the business contemplated by this RFP.	As of May, 2018, All Traffic Solutions, INC holds a Certificate of Conformance from Retlif Testing Laboratories as it pertains to FCC Part 15, Subpart B. FCC Part 15 provides the guidelines under which unintentional, intentional, or incidental radiators may be operated without an individual license. Our radar signs are equipped with a modem in order to communicate on cellular signals. This certification is to ensure that our devices can safely operate in non-commercial areas without a license and does not interfere with other electronic devices. All Traffic Solutions, INC uses radars in each of our speed radar signs. As of June, 2022, All Traffic Solutions, INC is certified by Washington Laboratories, LTD to be in compliance with National Highway Traffic Safety Administration's speed-measuring device specifications. As of 2009, All Traffic Solutions has been compliant to the Manual on Uniform Traffic Control Devices (MUTCD) specifications on "Changeable Message Signs". The specifications from MUTCD ensure strict compliance to many product characteristics such as; character and line specifications, brightness and color specifications, build and manufacture specifications, and more. The attachments can be found on page 104 of the document attached in "additional documents" section. All Traffic Solutions, INC does not use any third parties or subcontractors for its operations.
i	Provide all "Suspension or Debarment" nformation that has applied to your organization during the past ten years.	None. All Traffic Solutions has not had any instances of debarment or suspension.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	All Traffic Solutions, INC received Northern Virginia Technology Council's Honors (NVTC Tech 100) in 2018, 2019, and 2020. This honor is given by the NVTC to 100 "roster of cutting-edge companies, executives, innovators, NextGen leaders and rising stars who are driving tech innovation, leading economic growth, and making a positive impact in the region." (NVTCC Web Publishing). We have always strived for innovation that is meaningful and impacts our customers in a positive way. From the first portable pole-mountable speed display to the first universally-connected traffic calming signs; ease of use coupled with high quality performance is always a constant principle.	*
20	What percentage of your sales are to the governmental sector in the past three years	About 69% of our sales in the past 3 years (January 1, 2019- December 31, 2021) have been to state and local government agencies, with an additional 3% to Federal government agencies. More specifically, we've seen about 45% of our sales in the past 3 years to municipal law enforcement agencies.	*
21	What percentage of your sales are to the education sector in the past three years	About 4% of our sales in the past 3 years (January 1, 2019- December 31, 2021) have been to educational institutions, both at the K-12 and Higher Education levels. This is an industry that we just began targeting in the past 3 years, as well. By the end of 2019, the education sales volume was about \$861 thousand. Due to the novel Coronavirus pandemic, the general education sector was forced to readjust to distance teaching while gatherings became scarce. As a result, 2020 year end education sales volume was about \$476 thousand, but we are well on our way to recovering in this industry as our 2021 end of year education sales volume almost tripled to \$1.28 million. In 2022, our current education sales volume stands at \$727 million, and we are devoted to expanding into the education industry in the months and years to come.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Co-Star: 012-133: Volume between 1/1/2019 - 12/31/2021 = \$935,220.50 North Carolina Sheriff's Association: 22-06-0426: Volume between 1/1/2019 - 12/31/2021 = \$81,112.98 NJStart: 17-FLEET-00776: Volume between 1/1/2019 - 12/31/2021 = \$1,432,881.78 Purchasing Cooperative of America (PCA: OD-318-20): Volume between 1/1/2019 - 12/31/2021 = \$38,503.23 TEXAS-BuyBoard: 608-20: Volume between 1/1/2019 - 12/31/2021 = \$990,093.13 Utah state contract number(DAS): PD2832 Volume between 1/1/2019 - 12/31/2021 = \$204,109.56 Virginia Sheriffs' Association Heavy Equipment Procurement Program: 21-02-0803 Volume between 1/1/2019 - 12/31/2021 = \$265,262.60	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold GSA contract: GS-07F-6092R Volume between 1/1/2019 - 12/31/2021 = \$1,436,122.28	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
South Portland Police Department, Maine	Officer Rocco Navarro	207-799-5517	*
Miramar Police Department, Florida	Officer Jose Rosales	(954) 602-4058, 9546024141	*
Willingboro Township Police Department, New Jersey	Captain Ian Bucs	(609) 877-2200 ext 1612	*

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Essex County Sheriff's Office, NJ	Government	New Jersey - NJ	Large Radar (SpeedAlert24 and 48) and variable (InstAlert24) message signs on trailers (ATS 5). The scope of this work regarding this RFP is relevant to traffic safety management.	December, 2020 : 10 units of SpeedAlert24 with 10 ATS 5 trailer units January 2020: 4 units of SpeedAlert24 with 4 ATS 5 trailer units March 2019: A SpeedAlert48 with an ATS 5 trailer March 2019: Two units of InstAlert24 with 2 ATS 5 trailer units	\$256,024.50
Providence Police Department, RI	Government	Rhode Island - Rl	Large Radar Speed Messaging Signs & Variable Message Sign (InstAlert24) with ATS 5 trailers. Lidar is also included in the transaction. Subscription to TrafficCloud, our platform for data and sign management, is included. The scope of this work regarding this RFP is relevant to traffic safety management.	June 2020: One unit of InstAlert 24 variable message sign with one unit of ATS 5 trailer. March 2020: One unit of Lidar. December 2019: five units of ATS 5 speed sign trailers. March 2019: One SpeedAlert 24 with one unit of ATS 5 trailer.	\$194,834.99
Town of Ramapo Police Department, NY	Government	New York - NY	Large Radar Speed Messaging Signs (SpeedAlert24) with ATS 5 trailers. Subscription to TrafficCloud, our platform for data and sign management, is within the scope of the transaction. The scope of this work regarding this RFP is relevant to traffic safety management.	September 2019: four units of SpeedAlert24 Radar Speed signs with eight units of ATS 5 trailers.	\$209,434.80
Town of Wareham Police Department, Massachusetts	Government	Massachusetts - MA	Manufactured and delivered SpeedAlert24 radar speed signs with 5 ATS 5 trailers. Subscription to TrafficCloud, our platform for remote data and sign management, is within the scope of the transaction. The scope of this work regarding this RFP is relevant to traffic safety management.	February 2019: TraffiCloud renewal February 2020: TraffiCloud renewal January 2021: TraffiCloud renewal April 2021: Ordered 4 large Radar Speed Signs (SpeedAlert24) alongside 5 ATS 5 trailers, with solar option.	\$167,140.00
City of Milwaukee Police Department, WI	Government	Wisconsin - WI	Large Radar Speed Messaging Signs (SpeedAlert24) with ATS 5 trailers. Shield18, our smaller radar speed sign, is a part of this transaction. Subscription to TrafficCloud, our platform for data and sign management, is within the scope of the transaction. The scope of this work regarding this RFP is relevant to traffic safety management.	December 2020: Seven SpeedAlert24 Radar Speed Signs with seven ATS 5 trailers. April 2020: One Instalert24 Messaging Sign. November 2019: One Shield15 Small Radar Speed Sign	\$171,020.72

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	We have a total 20 full time professionals dedicated to the Sales force with all of them being direct employees of All Traffic Solutions, INC. We have 8 territory representatives based in Hershey, PA, Dallas, TX, Phoenix, AZ, Lake Mary, FL, Elburn, IL, Charlotte,NC, Cambridge, MA, and Puyallup, WA. They provide efficient and reliable services across all 50 states, all U.S. Territories, and Canada. We also have 4 Sales Development Representatives who provide additional coverage for all sales activities. Our 3 Account Managers oversee existing customer accounts alongside managing our software subscriptions and services. We also have one Inside Sales Manager who reinforces sales activities and pursues communications with prospects who we have not been able to get into contact with in the recent past. Our inside sales representative also handles Canadian customers and contacts. Sales is led by our Vice President of Sales and Marketing and supported by our Sales Enablement team of 3.
27	Dealer network or other distribution methods.	We primarily sell directly through our company
28	Service force.	All Traffic Solutions, INC directly employs 8 full time Technical Support professionals who are all based in the United States. 5 employees are responsible for Technical Support, while we also have 3 other staff for repairs and maintenance. Our Technical Support team is led by the Director of Customer Success & Technology. In addition to providing technical support to customers, the Director of Customer Success & Technology is constantly improving and maintaining the quality of support proactively. The Director of Customer Success & Technology tracks technical support case metrics such as number of cases and time it takes to respond to cases, to ensure a smooth experience for our customers. We also employ 4 Technical Support Specialists who actively respond to all Technical Support phone calls and emails within two hours or less from time of support requested to ensure our customers' receive the help they need. We also have a full time employee who is a Software Trainer, servicing our customers through various methods. The Software trainer actively creates video and written content in addition to conducting real time training for all software users. Our Technical Support employees are integrated via customer relationship management system, and provide visibility to all customer service requests for our Sales and Production teams. This system also tracks and communicates key information between teams, such as; stage of a support case, time to respond to a support request, contact information, parts numbers for repairs or additions, and much more. For any repairs or maintenance, a customer can reach out via phone, email, or website to our Technical Support team. Technical Support responds to the customer to receive details and creates a case in our database. If repairs are necessary and the product has a valid warranty, a return merchandise authorization process is conducted and shipping labels along with packages are sent to the customer free of charge. Once the product in need of service is received at our Prod

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All Traffic Solutions has a detailed and defined distribution process that allows us to manufacture and deliver our products nationwide and to Canada, with a 2-4 week delivery timeline. To start the process a Sourcewell participating entity may reach out to All Traffic Solutions via phone, email, or website. Then they will be directed to the All Traffic Solutions Territory Manager that serves their geographic area to help get the best configurations for their signs, mounting, power, and software for their needs and generate a quote for that configuration and send it to the Sourcell participating entity. The sales order is only placed when a participating entity returns a signed quote to the Territory Manager. Once the signed quote is returned, the sales order is then communicated to our Director of Order Management (Production Director) and her team for review and processing. The order is then processed into our accounting application in our customer relationship management system. The production team then tracks the lifecycle of manufacturing the product. Once the product is shipped, all stakeholders are notified by our Director of Order management. Each product is tested with the specific purchased functionality per the customer's sales order prior to packing and shipping. All Traffic Solutions, INC tracks orders that have required fulfillment dates in our customer relationship management system in order to assure that all deliveries are made by the dates they are needed. All orders directed to All Traffic Solutions, INC are fulfilled by All Traffic Solutions, INC.	*
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.	Our Service Level Agreement response time is within two hours if the service request is within business hours. If customer service requests are outside of business hours, we respond the next business day in the order that the call is received. Our support hours are from 8am to 6pm eastern time, Monday through Friday. Any Sourcewell participating entity will be able to place customer support requests via email, website, or a phone call. Incoming service requests create notifications for our Sales Representatives in addition to notifications for our service team, to expedite any service requests, provide context, and a point of familiarity for Sourcewell participating entities. The respective Sourcewell participating entity is also automatically notified that their service request is received and a Technical Support Specialist is working on it. Technical Support will stay in constant contact with the Sourcewell participating entity for the lifetime of the case, providing updates. We also have remote diagnostics capabilities with customers who have signs equipped with TraffiCloud remote management capabilities. The Director of Customer Success & Technology oversees the customer service team and tracks monthly and quarterly performance indicators such as case lifetime and response time in order to grow and develop to better serve our customers. He also ensures that all customer support inquiries are responded to within two hours, as these metrics are readily available in our customer relations management system.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are willing and able to provide products to all 50 states from our production facility in State College, PA. We execute delivery timelines within industry standards, currently having a 2-4 week timeline between placement of a purchase order and delivery of the product. Our production team consists of 7 manufacturers and one shipping employee. We are willing to service all Sourcewell participating entities in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are willing and able to provide our products and customer service to all Sourcewell participating entities in Canada. We have been very able to produce in our State College, PA and deliver directly to Canadian customers. Within the past three years we have seen consistent business with law enforcement agencies in Canada such as Regina Police Service of Saskatchewan, Saskatoon Police Department of Saskatchewan, Saanich Police Department of British Columbia, and more. We also are owned by Logix ITS, based in Quebec, Canada who is now an official distributor of our products in Canada. We are forecasting \$750,000 in Canadian sales within the next 12 months.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All Traffic Solutions, INC is willing and able to serve all geographic areas in the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	All Traffic Solutions, INC is willing and able to serve all participating entity sectors. We are not limited by any contract or regional obstacles to service any industry who needs our products or services.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	All Traffic Solutions, INC will not apply any specific contract requirements or restrictions on participating entities in Hawaii, Alaska, or any of the U.S. Territories. We have customers from the past 3 years (January 1, 2019 - December 31, 2021) in Hawaii, Alaska, and Puerto Rico.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.
	the document upload section of your response.	Our Marketing and Sales Enablement Teams collaborate to contextualize the contract information as it pertains to all end users, for both internal and external users. Through internal training, marketing materials creation and updates, and other written forms of communication, we share critical information with Sales, Production, and Finance. Examples of critical information shared are contract legal language and technicalities, critical dates, prices affected, and product bundle updates. This enables our Sales Team and Marketing Team to collaborate on most efficient campaigns to maximize relative information exposure.
		Our customer relationship management database has hundreds of thousands of relative contacts to whom we communicate with consent. This allows our outreach to be implemented with relevance as we can segment our contacts in a multifaceted manner for Sales and Marketing outreach.
		In addition to creating and updating marketing materials, such as, our Cooperative Purchasing Options guide and webpage that includes all important information for our contracts, we also plan and execute marketing campaigns to promote any new contracts. In the case of Sourcewell, we would launch a multi-channel campaign via email, social media, our website, and trade shows.
		Email Marketing - We have a strong email channel for pipeline generation due to our database, our personnel talent and our fast-paced environment. We will identify the best target personas in our database that will benefit from purchasing our products leveraging Sourcewell. We will send multiple emails announcing the contract, sharing additional information on how they can leverage the contract, and offer them to connect with a representative for any additional help.
		ATS website - We have a strong web presence, especially with law enforcement and other public safety agencies. Through brand awareness, referrals, organic search, paid advertising and return customers we get an average of 10,000+ visitors per month. We will ensure that our Sourcewell contract information is included in our Cooperative Purchasing webpage, which is one of top 10 most visited page on our website, and any other relevant web pages and blogs, such as our Law Enforcement Solutions webpage, Higher Educations Solutions webpage, and our Cooperative Purchasing blog.
		Trade shows - we exhibit at around 50 conferences per year in the US and most are law enforcement events. We will display any Sourcewell flags/banners or other materials provided by Sourcewell at our booth as soon as we receive them and also integrate the logo and contract number when we create new product trade show banners for 2023. We will also update our print collateral to include our Sourcewell contract information.
		Social Media - we will announce our Sourcewell contract and share any relevant content we create, such as, a press release, landing pages and blogs via LinkedIn, Facebook and Twitter.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We use time sorted data, from yearly to daily, of performance metrics such as contract sales growth. We are capable of tracking interest and prospects which come in through our marketing efforts, and adjust our approach according to the results. For example, we have historically offered various webinars to law enforcement and education entities via email marketing to inform our customers of pertinent topics. Another example is industry or geography specific marketing, to ensure contextualization of information provided to our customers. Our customer relationship management database metadata hygiene is constantly monitored to produce quality reports usable by any ATS member. One example is our use of the NeverBounce application to ensure our emails are valid and relative, given the high turnover rate for email addresses per user.
		In addition to using Salesforce as our customer relationship management (CRM) system to track overall marketing performance, access customer activity data, and ensure data accuracy and hygiene, we use other various digital tools/technology to enhance our marketing effectiveness. Most of these tools provide key metrics and other metadata as they relate to each tool's function(s), which allows us to further optimize our performance for different activities. The technology tools and an overview of how we use them along with the data they provide are below.
		HubSpot's Content Management System (CMS) - we create, share, manage and track all marketing email campaigns, web form submissions and chatbox communication, and social media channels through HubSpot. As one of the top marketing tools in the market, this robust platform provides massive amounts of data in relation to user activity and key performance indicator metrics (KPIs) for each channel and activity mentioned above. Our Marketing team utilizes this data to continuously make improvements to our campaigns,

activities and our prospects' experience. Further, this tool allows us to easily perform A/B tests and use marketing automation to do more with the content we have, learn from test results to incorporate the findings for new content creation and ultimately improve our prospects' and customers' experience. Lastly, HubSpot is integrated with Salesforce, our customer relationship management system, which gives our Sales Team easy access to prospect and customer activity within Salesforce, and allows the Marketing Team to track performance of each lead generated up to the closing of a sale. This allows Marketing and other teams to know how much revenue each campaign helps generate.

Wordpress, Yoast Search Engine Optimization (SEO), Google Analytics, Google Search Console, SEMRush digital tools - we use these different tools to enhance our AllTrafficSolutions.com website.

Wordpress and Yoast SEO - we use this website Content Management System (CMS) to make all website updates. We have a plug-in, Yoast SEO, that checks the content of each page to ensure we are following search engine optimization best practices before publishing a page. For example, it asks for your targeted primary keyword on the page and scans the content on the page and its meta description to ensure you are including the keyword the recommended number of times and in the right places.

Google Analytics - we use this tool to track all of our website traffic volume by medium (ie. organic search, direct traffic, email, paid advertising, social media, referral etc.), source (ie. google, bing, Facebook, email campaign etc.), campaign, device type and more. This gives us visibility into how visitors are getting to our site to ensure we are focusing in the right places and to identify areas of improvement. Furthermore, this tool also gives key web traffic metrics like pageviews, average page time-on-site, and the bounce rate for all webpages on our site. This is helpful to know which pages get the most visits, whether visitors are finding the information they are looking for, and if the traffic to each page is increasing or decreasing overtime in order to make improvements accordingly.

Google Search Console and SEMRush - we use these tools to track and improve our search engine optimization efforts. Google Search Console is used to access information about how each of our pages are ranking through Google's search engine by providing the keywords we are ranking for, their positions, and the number of clicks we are getting for each webpage. We use this information to track organic traffic performance. SEMRush provides similar web traffic information but also has other tools to make it easier to improve our organic search rankings. For example, it has a 'Keyword Magic tool' that allows us to find keywords that are relevant for new webpages and gives us the number of times they are being searched and a score of how easy or difficult they are to rank for them so we can strategically decide what keywords we want to go after for our web pages and blogs.

Other technology and associated data - we are constantly testing new tools that can help us reach our goals. For example, we have tested Hotjar, a tool that gives you visual information of the areas on your web pages that users are clicking on the most, which can help with improving the user experience. We also plan on integrating an automated scheduling tool into our marketing campaigns so that those who want to schedule a demo can do so in a couple of clicks — eliminating the need to connect with a representative to lock in a time. Additionally, we do paid advertising through Google, Microsoft and Facebook. Their paid advertising platforms also give us access to a lot of data in relation to the different campaigns we run. We use that data to continuously improve our paid advertising efforts.

In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?

In our view, Sourcewell's role in promoting contracts from this RFP is to provide a well organized platform which increases access to vetted information and of higher quality to their entities. We are dedicated to providing pertinent information of value to our customers so they can make their best decisions, which is why we believe Sourcewell is a fitting entity for All Traffic Solutions, INC to apply to a contract with. If any marketing content, such as logos, flags, or banners, are provided, they will be used by our Marketing and Sales teams to promote the contract.

If All Traffic Solutions, INC is awarded this contract with Sourcewell, it will ensure a systematic and synergistic internal process to ensure that Sourcewell participating entities, Sourcewell, and All Traffic Solutions, INC has a flawless experience. The Sales Enablement Team vets any pricing information from the contract and communicates with the Vice President of Sales and Director of Production. The Director of Production then implements any price and production changes for quotes through our customer relationship management system. This ensures that everyone has access to the same pricing information at All Traffic Solutions, INC. Sales Enable creates reference and training materials which are approved by the Vice President of Sales. Training materials such as FAQ documents, contract use summary, price guides, and contact information are saved as separate files to an electronic Sourcewell folder which is accessible by every team. Training sessions are conducted virtually by our Sales Enablement team for our Sales and Marketing teams where they are walked through the contract material and resources. The Sales Enablement team is also available to answer any questions outside of the training sessions. Targeted lists of contacts are created for outreach. Territory specific contact reports are organized according to geography, customer or not, industry, and time are given to each respective Territory Sales Representatives and their Sales Development representatives. These reports are used by our Sales Team for direct outreach and email communications to inform our customers of contract information and usability. Our Sales Team also organizes informational sessions virtually or face to face to inform customers or interested partise. This effort by the Sales Team is aided by the collateral created by the Marketing Team, such as informational brochures, webpages, landing pages, and webinars. Marketing updates our Cooperative Purchasing webpage, adds the Sourcewell approved logo, and conducts press releases. The performance of these activities are measured by technological applications such as Google Analytics and SEMRush, which allows Marketing to make continuous improvements to marketing materials relative to this contract. Based on the contract information, Marketing identifies the personas who will benefit the most from leveraging this contract from the database to send communications to. The email campaigns communicate pertinent information about the contract and offer to connect any Sourcewell participating entity to a Sales Representative. As we continue to attend trade shows, Marketing updates any print material, such as banners and brochures, to reflect the contract information. The Marketing Team also updated social media sources like Facebook, Twitter, and LinkedIn with any relative blog posts, landing pages, press releases and other forms of media. The multifaceted approach by Sales and Marketing gives maximum coverage to all relative prospects. Any interested party is offered a quote by our Sales Representatives, from our updated database pricing list. Quotes can be requested on our website, via email, phone, or in person. The quote itself tracks information which is identifiable by Finance, Sales, and Production as a contract order. If the quote is confirmed, a purchase order is communicated from Sales to Production. The Production Director reviews the purchase order and authorizes it for manufacture. The customer is provided updates from our production team throughout the lifecycle of the manufacturing. After testing the product, it is shipped to the customer. Technical Support and Account Management communicate with the customer after the product is received to ensure training and support. The Production Director keeps track of all contract sales in forms of reports in order to fulfill contract reporting requirements and correct administrative fee payments.

Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

All Traffic Solutions products and services are not currently available through an e-procurement ordering process. All orders are taken through our Territory Managers, Account Managers and Customer Success Representatives. We find that this helps customers get the most custom products and services possible in the most efficient way. Oftentimes without talking through sign, mounting, power and data collection or display features, customers may not have all the information they need to know exactly what fits their needs best or how to configure it at the lowest possible cost. All Traffic Solutions, INC operates its Sales and Production teams under company ownership. We pride ourselves in providing fast response times through our Territory Sales Representatives, who are aided by Sales Development Representatives. All Traffic Solutions, INC also has a transparent automated process in place to ensure that we are being responsive to customer requests for information and quotes.

Table 8: Value-Added Attributes

39

Line	Question	Response *	
Item	Question	response	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Our training is always free and included with any purchase. Training is not required but is heavily recommended and offered repeatedly by our Software Trainer or Customer Success Representative. Customers are walked through hardware product usage and set-up by our Territory Managers or Technical Support Specialists. We also provide comprehensive user manuals for reference to every product, and customers are always encouraged to reach out if they need any assistance. We have a dedicated Software Trainer who is directly employed by All Traffic Solutions, INC and provides extensive training to all TrafficIoud users. TrafficIoud is our cloud-based remote traffic management system. Our 1-hour training sessions are designed to assist our customers with efficiently managing their signs. Our customers have said that this training program, along with TrafficIoud itself, will help them quickly respond to neighborhood speed complaints, calm traffic in areas with known speeding issues, direct traffic during scheduled and unplanned events, and review traffic data for enforcement and planning. So training gives them the resources to remotely configure their signs for on demand or scheduled display settings. It also allows them remote immediate access to GPS coordinates & tamper and battery notifications for peace of mind. Our Software Trainer is also actively collecting feedback and creating youtube videos on our products for ease of use by our customers. Account managers track customers who have not received training and work with them to set up an appointment. Account managers reach out consistently and repeatedly to ensure a response. There is no additional cost to TrafficIoud training, nor remote hardware training. All Traffic Solutions, INC also provides electronic and hard copy training manuals on products. An example of our training video can be found at this link: https://www.youtube.com/playlist? list=PLDyINZ1aX59RFwaSsljEEiSr4PZlbiB	*
41	Describe any technological advances that your proposed products or services offer.	At All Traffic Solutions, INC we approach traffic calming solutions with ingenuity and integrity. Law enforcement is a major portion of our current and historical customer base, and our services and products developed with them in mind. All Traffic Solutions holds US Patent 8,417,442 for our industry-leading SmartApps™ technology, which delivers unique cloud-based management features and functionality. We were the first company to use connected sensors to collect and transmit traffic data to a centralized database, allowing users to generate up-to-the-minute reports over the Internet. This allowed increased access to better data for law enforcement departments, small or large. We also changed the game with TraffiCloud, our secure, web-based traffic management solution that lets users take control of their resources, equipment and data from anywhere, using any mobile device—for smarter decision making, better outcomes and increased return on investments. We have recently introduced an efficient line of solar products which reduces costs, increases availability, and usability for all customers. All Traffic Solutions, INC understand traffic safety management requires a multifaceted approach, in which law enforcement departments interact directly with civilians and often lead multi-department cooperation efforts. Our hardware products, such as speed radar signs, help police departments save on resources and provide more accurate data directly to their constituents. Once our hardware is coupled with our remote management technology, TraffiCloud can offer insights and usability beyond day to day traffic management. Access to secure and accurate traffic data from TraffiCloud can be used to implement and track key metrics of traffic safety programs, while also sharing the data and resources between departments to justify safety measures, acquire budgets, and apply for funding and grants. All Traffic Solutions, INC provides a holistic turnkey solution for traffic management which law enforcement can use to implement sh	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	All Traffic Solutions, INC is not certified by agencies for "green" initiatives. However, All Traffic Solutions implements several "green" practices in awareness for our environment. All Traffic Solutions, INC operates minimally with printing and prioritizes paperless communications and documentations. As a result, we also order very little office products. Many of our positions in Sales and Sales Operations are flexible to be remote. All Traffic Solutions, INC remains flexible with remote employees which decreases travel cost and emissions.	*
43	Identify any third-party issued ecolabels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	All Traffic Solutions, INC offers solar power as an option for every single sign we sell. We have recently launched an integrated solar line of speed and message signs, which improves battery capacity and mobility for each sign. This helps our law enforcement customers to use our products with greater flexibility and ease as the sign does not need to be uninstalled or moved to be charged, saving time and resources. This also helps all of our product users save on electricity and ultimately leaves a smaller carbon footprint. All Traffic Solutions, INC does not hold third-party issued eco-labels, ratings or certifications.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	All Traffic Solutions, INC does not hold certifications for WMBE, SBE, or Veteran Owned Business.	*

	company, your products, or your services offer to Sourcewell participating entities? What makes	All Traffic Solutions, INC has been providing holistic and turnkey solutions to traffic management and safety technology. We provide traffic signage hardware alongside a cloud-based management platform for access to key traffic safety data. We are here to provide solutions that are affordable and built-to-last. Our Cloud-Based technology allows for effective communication between the end user and their audience. Our law enforcement customers find it exceedingly helpful that they can communicate complex traffic data in an understandable way for everyone to see, while saving on vital resources that would have been used to gather the same amount and quality of data. The data collected can also be used for future budget justifications, grant applications, and identifying key risk areas. This is easy to do with Trafficloud, as data can be shared easily between municipal departments or any authorized users. All Traffic Solutions, INC is an industry leader who provides a traffic safety management economy to manage and get the most out of all traffic safety products our customers use.	*
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Table 9: Warranty

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

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes, our warranties cover all products, parts, and labor. We cover shipping on warranty issues as well. We cover manufacturing defects for up to 3 years. We also provide a premium warranty program known as Premier Care. It provides a warranty for the duration of the product lifetime if the product is subscribed to TraffiCloud.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, our warranties do not impose usage restrictions or other limitations that adversely affect coverage. We do not cover accidental damage or acts of god. We cover all manufacturing defects.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	We do all repairs at our repair center, and products are sent in to us via prepaid shipping labels. We do not typically send technicians on site. We do rely on some help from the customer for diagnostics, unless the product they own is serviceable remotely. Our warranty covers any shipping expenses.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We do not typically provide technicians on site as there are remote and ship-in solutions available for customers. Our Customer service department communicates with return merchandise authorization (RMA) through our database and direct contact. The product needing service is checked for warranty. Upon verification of a warranty, return box and labels are sent to the customer for shipment to our facility free of charge. Products are then received. diagnosed, and repaired by our repair and maintenance team. The product then is shipped to the customer for no charge, contingent on warranty.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	ATS honors our warranty on all provided third party manufactured products up to one year.	*
51	What are your proposed exchange and return programs and policies?	We do not provide returns or exchanges without prior approval of the VP of Sales and Controller. There is typically a restocking fee applied if there are any returns or exchanges approved. There is no set percentage for the restocking fee.	*
52	Describe any service contract options for the items included in your proposal.	Premier Care is an option provided in addition to the standard warranty service. If a product is subscribed to Traffic cloud, they are eligible to upgrade to a perpetual warranty over the lifetime of the product. A document is attached detailing the PremierCare plan with the warranty attachments. This warranty option also allows for discounts on various repairs if they should fall outside of the warranty.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	NET30 (payment is due in 30 days after invoice date) Invoicing occurs upon shipment (FOB Seller's Loading Dock) Accepted payment methods: Check, ACH (Electronic), Wire, and Credit Card	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	We do not lease nor provide financing options for our products and service offerings.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We require a purchase order or signed quote, and sales tax exemption form (or statement that organization is not sales tax exempt). A sample quote is attached.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We accept varying forms of credit card transactions, as long as the transaction can be processed as VISA, MasterCard, or American Express.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	all hardware and software. The excel file attached provides the it number, item description, the list MSRP price, freight charges, discounts applied, and the Sourcewell discounted price item in your proposal. pplicable) in the	
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	A discount rate of 10.5% is applied to all line-items after a freight charge has been added to the line-item price.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	All Traffic Solutions, INC provides volume discounts on orders with 10 or more units. All Traffic Solutions, INC also offers a trade in program. We do offer trade in credits should the end user decide to trade in old equipment, either from a competing manufacturer or All Traffic Solutions, INC. The credit is provided on a case by case basis to make it easier for our customers to be flexible with their transactions.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	All Traffic Solutions, INC proposes to provide quotes on a case by case basis for "nonstandard items" and "sourced" products.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All elements of the total cost of acquisition are included in the pricing submitted with this response. Training is free and encouraged actively by our Sales, Technical Support, and Account Management teams. Freight is also included in the discounted Sourcewell price provided.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Any freight and shipping charges are included in the final discount price provided to Sourcewell.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We use Fedex freight to ship to Alaska, Hawaii, and Canada. The discounted price offered to Sourcewell in this contract includes freight and shipping charges for Alaska, Hawaii, and Canada.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	All Traffic Solutions, INC continues to cater to the sense of urgency needed by our law enforcement customers. We can offer a standard product delivery time of 2-4 weeks within the United States and Canada with the current delivery process. All Traffic Solutions, INC is the only company that provides a "white-glove" delivery service for radar speed and message trailers. Majority of our speed and message trailers are delivered by our "white-glove" delivery service. Upon delivery, a driver contracted by All Traffic Solutions unloads the trailer. At that time, the delivery driver provides a brief overview of the products ordered to help our customers feel comfortable operating their new equipment.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
	departments.	Our standard discount is 8% and for This Sourcewell Contract we are offering 10.5 percent.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	All Traffic Solutions, INC has an internal audit process between Sales, Production, and Sales enablement teams to ensure accuracy and punctuality of contract activities. When the contract is awarded, our sales enablement team communicates the prices and items approved by the contract to our Production Team. The production director updates all relevant pricing in our customer relationship management system. The contract price updates in our database are then verified by the Sales Enablement teams. After prices have been matched between our customer relationship management system and the awarded contract document, the Sales Enablement team sends out communications about usability and resources available to help promote the contract accurately. The communication is sent to Sales and Marketing teams. This process is verified by our VP of Sales for accuracy and transparency. Our Production Director maintains quarterly reports of all contract related sales orders. Anyone inputting a sales order into our customer relations management system uses the same sales order template which requires a field to be filled out for contracts used in the sales. In the sample quote attached, it can be seen in the top left corner of the first page. We are also able to track contract opportunities at different stages. This report is verified by Sales Enablement to reflect up-to-date information. Our Controller and Finance Team use the same database to keep track of all invoices and purchase orders needed to verify contract sales volume reports. Finance works with Production and Sales enablement to remit the administrative fee payments to contracts' account receivable. The Sales Enablement team also keeps track of any contract and reporting requirements, deadlines, and contacts to stay proactive and meet all contractual obligations. This is done through implementation of online calendars, resource folders, information and training sessions, and a well-kept customer relations management system.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We create reports for each contract we are on to show the number of opportunities that have converted to sales orders for each. This not only helps with compliance but also measuring the success of being on the contract. We also like to look at the number of opportunities created, even if they have not come through as purchase orders yet. In these reports we will be interested in the number of opportunities, the dollar amount, number of total accounts, number of new accounts, and the sub-industries represented. Within these reports we will be looking at year-over-year numbers to see if our customers are using the Sourcewell contract more over time. The reports generated are modifiable to analyze daily, weekly, monthly, and quarterly metrics. These reports are also usable by Marketing to gain insights into activities such as email campaigns, social media presence, and website optimization. We will also get qualitative information from our Sales Representatives on ease of use, Sourcewell brand recognition, and acceptance by prospects and clients. Marketing is also involved in running informational campaigns and reporting metrics which reflect performance such as number of new contacts through outreach. These campaigns are run through email, our website, social media, and trade shows.

ldentify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)

To offer a competitive administrative fee to Sourcewell for facilitating, managing, and promoting the contract, we reviewed the average administrative fee paid to our existing contracts. Our current awarded contracts require a quarterly administrative fee that is a percentage of contract relative sales. The only exception is the PA COSTARS contract, which is a flat yearly fee. Our average administrative fee rate is 1.11%. We would like to offer Sourcewell a quarterly administrative fee of 2% on all sales orders from this contract.

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

Line	Question	Pasnonsa *	
Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Shield: All Traffic Solutions offers Shield radar speed signs in two sizes— the Shield 12 and the Shield 15. These signs display drivers' speeds as they approach the sign, and can flash an optional strobe light at drivers traveling above the posted speed limit. This catches drivers' attention and warns them to slow down. Making drivers more aware of their speed in this way has shown to be an effective way to reduce speeding. These signs also collect speed and traffic volume data. This data helps law enforcement agencies identify speeding problem areas and prioritize where to deploy officers for speed enforcement. Shield signs are most commonly used by law enforcement to resolve neighborhood speeding complaints, which they receive very regularly.	
		Shield signs are lightweight and easy to install on roadside signposts. This makes them very portable and easy to move around to address speeding in different areas as needed. Shield signs are extremely durable, and have aced radar accuracy, power recovery, autonomous battery operation, and crash resistance tests. They're shatterproof, graffiti-resistant, and can withstand 150-mph winds and inclement weather such as ice, snow, and heavy rain. They can last for a decade or more of use. Shield signs also come with flexible power options. They can come battery-powered, or with integrated solar power. Integrated solar eliminates the need to remove batteries from the sign for recharging, making the sign even easier to set up, maintain, and move around if needed.	
		InstAlert: InstAlert variable message signs are thoughtfully engineered to be the most portable, durable, and easy-to-use variable message sign on the market. These electronic signs can be programmed to display up to six different screens of custom text and/or graphics. Because they are large and bright, they are effective tools for quickly and easily sharing information with the public. Since they can be programmed to display whatever type of message the user wants, they are extremely versatile and are used in a wide range of situations. InstAlert is popular not only among law enforcement but also emergency management agencies, colleges and universities, municipalities, parks, public works departments, and more. They are commonly used to notify people of changing traffic patterns, to share safety alerts, and to promote events. The sign comes in two sizes, the InstAlert 18 and the InstAlert 24. The InstAlert 24 is the only variable message sign on the market that folds in half. This makes it very easy to transport since it can fit in the trunk of a car. InstAlert is also lightweight compared to other variable message signs and has versatile mounting options. One person can easily mount the sign on a portable post, pole, trailer, or vehicle hitch in just a couple of minutes. Once the sign is set up, there is the option to program messages online through TraffiCloud®. This saves customers time because they don't have to be anywhere near the sign to change the message display.	
		InstAlert signs are built to last for a decade or more of use. They are shatterproof, graffiti-resistant, and able to withstand high winds and inclement weather. InstAlert is offered with flexible power options including lithium battery, AC power, or solar power. The InstAlert 18 is also available with integrated solar power.	
		SpeedAlert: SpeedAlert radar message signs combine the features of a variable message sign with those of a radar speed sign, making them incredibly versatile. They display the speed of approaching vehicles along with speed-dependent messaging. Speed-dependent messages are custom messages that are triggered by drivers traveling at different speeds. If a driver is traveling over the speed limit, the sign can display a message warning the driver to slow down. If a driver is traveling at or below the speed limit, the sign can display a message thanking them for driving safely. The sign also has flashing red and blue strobe lights that can be programmed to flash at speeding drivers, grabbing their attention fast. Aside from these speed-dependent messages, SpeedAlert can also be used as a regular message sign to display any other type of custom message.	

In addition to messaging features, SpeedAlert also collects speed and volume data. The combination of radar feedback, variable messaging, and data collection make it the ultimate multipurpose traffic safety tool for law enforcement. It can be used to do anything from directing traffic, to conducting traffic studies, to resolving speeding complaints. The fact that SpeedAlert can perform these tasks gives law enforcement agencies more bandwidth to focus on their many other responsibilities.

Trailers: All Traffic Solutions offers two models of trailers to mount radar speed and message signs on. The ATS 3 trailer is compatible with the company's smaller signs, including the Shield 12 and Shield 15 radar speed signs, the SpeedAlert 18 radar message sign, and the instAlert 18 variable message sign. On the ATS 3 trailer, the sign is mounted on a pole that can be rotated 360 degrees to point the sign in any desired direction. This lower-profile trailer is ideal for calming traffic in areas where the speed limit is under 45 mph and resolving neighborhood speeding complaints.

The ATS 5 trailer better accommodates All Traffic Solutions' larger signs, such as the InstAlert 24 and the SpeedAlert 24. Because it is compatible with larger signs, it is perfect for reducing speeding and sharing messages on roads with speed limits up to 55 mph. This trailer can come equipped with a red and blue strobe bar that flashes at speeding drivers. It can also come equipped with an automatic license plate recognition (ALPR) camera, or with a socket built in so customers can easily attach a camera of their own choosing.

ATS trailers are thoughtfully engineered to be easy to use, transport, and deploy. No special equipment is needed to transport them— they can be towed by any size vehicle with a standard 2" receiver hitch. Most All Traffic Solutions trailers are still in use after 10 or 15 years of year-round use. The continuous weld steel frame and marine-grade powder coat finish withstands heavy rain, snow, ice, and extreme temperatures without rusting.

StatTrak: The StatTrak vehicle counter classifier is a low-profile tool that collects traffic data. It is a small box-shaped device that can easily be attached to an existing signpost. StatTrak records over 99% accurate vehicle counts as well as basic vehicle classification (small, medium, and large). The device can gather data from two incoming and two outgoing lanes when mounted on a median. When mounted roadside, it can record data from one incoming and one outgoing lane, or two incoming lanes.

This data is valuable to law enforcement because it collects data without influencing drivers' behavior. It tells them how fast drivers usually travel in particular areas, which helps them decide where to add additional speed enforcement such as an officer in the field or a radar speed sign. This data also provides insight into traffic patterns, which helps municipalities in the planning process of road construction projects.

StatTrak is capable of recording and storing data on 100,000 individual vehicles, which is downloadable in two minutes. The internal battery of the StatTrak has a run time of two weeks, but unlimited run time is possible with the solar option, even during cloudy and wintry conditions. StatTrak is compatible and recommended with TraffiCloud so that data can be accessed online, but data can also be received locally if necessary.

TraffiCloud®: All Traffic Solutions' patented TraffiCloud® remote management software is available as an annual subscription service. TraffiCloud saves customers a lot of time by allowing them to access and monitor their All Traffic Solutions devices from anywhere on a central online platform. They no longer have to travel to locations where signs are deployed to check on them, download data, or change settings. TraffiCloud has a user-friendly visual interface that lets the user see their entire traffic safety program at a glance.

Data collected by Shield radar speed signs, SpeedAlert radar message signs, and the StatTrak counter classifier is automatically uploaded to TraffiCloud®, so subscribers can view the data in real time. TraffiCloud also compiles the data into reports that display the data in easy-to-read charts, tables, and graphs. These reports are extremely valuable to law enforcement. They show where speed enforcement needs to be prioritized, and they can be easily shared with community members to clear speeding complaints and prove that a particular speeding problem has been solved. Customers can download these reports whenever they like, or they can set them up to be automatically delivered to their email inbox on a regular basis.

TraffiCloud users can also set text (SMS) or email alerts to automatically notify them of low battery levels, tampering, or high-speed violators. If a SpeedAlert or InstAlert sign is tampered with, the sign will also automatically capture an image that can be

		immediately viewed through TraffiCloud® for awareness. Since tampering and theft are major concerns for law enforcement, TraffiCloud also tracks the location of a customer's All Traffic Solutions signs. As long as the signs are powered on, their real-time location and status is shown on an interactive map. Furthermore, TraffiCloud makes using message signs incredibly easy. Customers can create custom messages in TraffiCloud, or choose from an existing library of options. They can then send the message out to display on only one sign, or on multiple signs simultaneously. TraffiCloud even allows users to schedule messages in advance for specific days and times.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	All Traffic Solutions, INC seeks to provide products and services described above under the scope provided in solicitation details, which states, "Traffic safety enforcement equipment, devices, and instruments," as a type of solution stipulated. In addition, we provide software as a service which ties in all traffic safety equipment provided, along with training, services, and warranties (reference to section B.1.e. of the RFP).

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

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

Line Item	Category or Type	Offered *	Comments	
71	Law Enforcement duty gear	C Yes	N/A	*
72	Traffic safety enforcement equipment, devices, and instruments	© Yes ○ No	We provide Speed and Message signs and trailers. We also provide count and classification devices. We also provide software for remote access, data organization/reporting, and traffic safety signage management ecosystem.	*
73	Crime scene management and evidence collection equipment and supplies	C Yes No	N/A	*
74	Tactical and EOD equipment (with the exception of those items excluded in subsections 2. or 3. of RFP)	C Yes	N/A	*
75	Services related to the offering of the solutions in subsections above, such as training, installation, testing, maintenance, warranty programs, and technical support	© Yes ○ No	We provide TraffCloud as a service to Remotely manage and optimize usage of traffic equipment and data in one place – from anywhere – with our patented, cloud-based traffic management platform. Training to the use of this software is free and heavily recommended when acquired.	*

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

Line Item 76. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the Exceptions to Terms, Conditions, or Specifications Form immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

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

Documents

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

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - Pricing Sourcewell Pricing 2022 MW to CF v4 (1).xlsx Monday August 29, 2022 11:56:09
 - Financial Strength and Stability Financial Strength Letter.pdf Tuesday August 16, 2022 15:03:13
 - Marketing Plan/Samples Compiled with Table of Contents.pdf Tuesday August 30, 2022 14:20:43
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information Complete Warranty Information.pdf Tuesday August 30, 2022 12:56:21
 - Standard Transaction Document Samples Sample Quote.pdf Monday August 29, 2022 11:28:20
 - <u>Upload Additional Document</u> Compiled Binder for Products and Certification and Distributor Authirization.pdf Tuesday August 30, 2022 14:21:23

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

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_5_Law_Enforcement_Equipment_RFP_090122 Wed August 24 2022 02:56 PM	₩.	1
Addendum_4_Law_Enforcement_Equipment_RFP_090122 Wed August 17 2022 04:20 PM	M	2
Addendum_3_Law_Enforcement_Equipment_RFP_090122 Tue August 16 2022 09:33 AM	V	1
Addendum_2_Law_Enforcement_Equipment_RFP_090122 Wed August 10 2022 07:59 AM	V	1
Addendum_1_Law_Enforcement_Equipment_RFP_090122 Mon July 18 2022 04:34 PM	M	2