

MASTER AGREEMENT #042225

CATEGORY: Roadway Work Zone: Safety and Traffic Management Equipment with Related Products SUPPLIER: Traffix Devices, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Traffix Devices, Inc., 160 Avenida La Pata, San Clemente, CA 92673 (Supplier).

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

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

Article 1: General Terms

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

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

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- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on June 27, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #042225 to Participating Entities. In Scope solutions include:

Sourcewell is seeking Proposals for Roadway Work Zone: Safety and Traffic Management Equipment with Related Products specifically designed for temporary roadway work zones. Permanent solutions or products not directly intended for work zones may not be considered. Permanent only solutions will not be considered. The scope includes, but is not limited to, the following categories:

- a. Channelizing Devices Products specifically designed to guide and control traffic flow in temporary work zones, such as:
 - Cones;
 - Bollards and drums; and
 - Delineators and reflective posts
- b. Crash Attenuation Devices Temporary or mobile equipment designed to reduce the impact of collisions in work zones, such as:
 - Truck and trailer-mounted attenuators
 - Water or sand-filled arrays
 - Guardrail end treatments
- c. Flagging Equipment Devices used to manage and direct traffic manually or automatically in work zones, such as:
 - Hand signaling and warning flags
 - High-visibility safety flags
 - Automated Flagger Assistance Devices (AFADs)
- d. Safety Barriers Barriers used exclusively for temporary work zones to separate traffic from construction areas, such as:
 - Jersey barriers (temporary applications only)
 - Temporary gate systems
 - Temporary safety fencing, screens, and panels
 - Work zone barricades

- e. Work Zone Signage Signage designed for temporary deployment in work zones to provide clear and dynamic information to drivers, such as:
 - Work zone speed awareness signs
 - Flashing beacons
 - Work zone dynamic warning systems
 - Variable message signs and roadway message boards
 - Portable traffic signals

In addition to the primary solutions offered, proposers may offer complementary products and services directly related to those solutions in a-e above, including but not limited to: work zone product rentals, temporary speed bumps or traffic calming equipment, hazardous vehicle mitigation products, smart work zone products, work zone inspections, flagging services, traffic control project consulting and plan design, temporary pedestrian access routes (TPAR), rumble strips, work zone personal safety equipment, guardrails, and connected work zone notification systems.

- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) Open Market. Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200). Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
 - i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
 - pavis-bacon act, as amended (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor

regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

- iii) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- v) CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.
- vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines

at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

- vii) BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- xi) ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the

value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) Sales Reporting Required. Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided

regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- 7) Administrative Fee. In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) Fee Remittance. Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) Audit Requirements. Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under

this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

- 12) Assignment, Transfer, and Administrative Changes. Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) Grant of License.
 - a) During the term of this Agreement:
 - Supplier Promotion. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

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- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
- b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) Use; Quality Control.

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
- d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) Venue and Governing law between Sourcewell and Supplier Only. The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

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- a) Commercial General Liability Insurance. Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
- c) Additional Insured Endorsement and Primary and Non-contributory Insurance Clause. Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) Waiver of Subrogation. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

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

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

Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

- 7) Subsequent Agreements and Survival. Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) Participating Addendums. Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

TrafFix Devices, Inc.

Jeremy Schwartz By: Jeremy Schwartz

Title: Chief Procurement Officer

6/27/2025 | 9:20 AM CDT

Date:

DocuSigned by:

Chris Giordano

Title: CRO

6/27/2025 | 9:11 AM CDT Date:

14 v052824

RFP 042225 - Roadway Work Zone: Safety and Traffic Management Equipment with Related Products

Vendor Details

Company Name: TrafFix Devices, Inc.

Does your company conduct

business under any other name? If

yes, please state:

VizCon, a division of TrafFix Devices

. .

160 Avenida La Pata

Address:

San Clemente, California 92673

Contact: Christopher Giordano

Email: cgiordano@traffixdevices.com

Phone: 206-233-3273
Fax: 949-361-5663
HST#: 330217824

Submission Details

 Created On:
 Monday March 10, 2025 14:30:50

 Submitted On:
 Monday April 21, 2025 15:11:36

Submitted By: Ken Haley

Email: khaley@traffixdevices.com

Transaction #: 153d319b-07ba-4393-9e69-818e01c90753

Submitter's IP Address: 147.243.131.109

Specifications

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

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

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

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	TrafFix Devices, Inc.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes *
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A *
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code 34KU7 / Unique Entity Identifier KWQQNLXCR1E7
5	Provide your NAICS code applicable to Solutions proposed.	NAICS Codes: 423990, 237310, 561990, 339950, 238990, 336211 NIGP Codes / Description 423990 Other Misc. Durable Goods Wholesaler 550 MARKERS, PLAQUES AND TRAFFIC CONTROL DEVICES [550-42] Safety barriers, traffic, mobile: energy absorption systems, impact attenuators, crash barriers 55010 Cement and Adhesives for Traffic Control Markers 55022 Gaskets, Traffic Markers and Dividers 55030 Markers, Traffic, Metal 55033 Markers, Traffic, Plastic and Rubber 55042 Safety Barriers, Traffic, Mobile: Energy Absorption Systems, Impact Attenuators, Crash Barriers, etc. 55043 Safety Barriers, Traffic, Stationary: Energy Absorption Systems, Impact Attenuators, Crash Barriers, etc. 55043 Safety Barriers, etc. 55079 Traffic Control Devices, Non-Electric. Including Rumble Strips, etc. 55080 Traffic Controls and Equipment, Electric Systems 55081 Traffic Controls and Equipment, Electric Parts 55082 Traffic Counters, Monitors, and Accessories 55083 Traffic Devices, Markers, Plaques, etc. Recycled 55085 Traffic Signal Poles, Standards, and Brackets Transportation Systems, Intelligent (An automated information system which provides traffic management, communications, and analysis of data as a minimum) 680 POLICE, CORRECTIONAL FACILITY AND SECURITY ACCESS EQUIPMENT AND SUPPLIES 68096 Traffic Batons 801 SIGNS, SIGN MATERIALS, SIGN MAKING EQUIPMENT, AND RELATED SUPPLIES 80187 Signs, Overhead, Traffic 80196 Signs, Traffic, Solar Powered, LED, Flashing, Programmable
6	Proposer Physical Address:	160 Avenida La Pata, San Clemente CA 92673

7	Drangage wahaita addraga (ar addragage)	wayay traffiydayiaaa aara	*
1	Proposer website address (or addresses):	www.traffixdevices.com	L
	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):	Chris Giordano, CRO 160 Avenida La Pata, San Clemente CA 92673 216-233-3273	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ken Haley, Director of Business Development 160 Avenida La Pata, San Clemente CA 92673 760-265-0226 / 805-701-8778	*
	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Chris Giordano, CRO 160 Avenida La Pata, San Clemente CA 92673 cgiordano@traffixdevices.com 216-233-3273	
		Shawn Quinlisk, Vice President of Sales 160 Avenida La Pata, San Clemente CA 92673 squinlisk@traffixdevices.com 949-370-2874	*
		Eric York, Contracts & Bid Admin 160 Avenida La Pata, San Clemente CA 92673 eyork@traffixdevices.com 949-361-5663 x222	

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

Line Item	Question	Response *	
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	TrafFix Devices was founded in 1986 and has grown to be the largest producer of traffic safety and control devices in North America. With over 50 active patents, 9 manufacturing locations in the US and Mexico and over 400 full time associates, we continue to be a leader in the industry offering the deepest product basket of any other manufacturer in our space. TrafFix started as a manufacturer of plastic traffic drums and owns the very first patent ever issued for thermo-plastic drums. We continue to manufacture drums and all associated plastic channelizing devices. In the early 2000s TrafFix developed and produced the Scorpion family of truck mounted and towable attenuators. TrafFix later developed the SLED temporary water filled crash cushion and the Delta crash cushion. We continue to engineer, patent and produce life saving devices that are used both domestically and in over 30 countries around the world. TrafFix Vision is to be the global standard of trust and excellence in life saving road safety products. Our Mission is to save lives through engineering, innovative design, and global distribution of high-quality road safety products. Our core values: Customer Centric We prioritize our customers in every decision we make. Their satisfaction drives our daily actions and long-term goals. Unwavering Integrity We take responsibility for our actions. We honor our commitments. Honesty is the foundation of our relationships. Growth Driven We strategically plan to build a sustainable and successful future. Lean Focus We prioritize what truly matters. We eliminate waste and leverage resources wisely. Extraordinary Team Our people make everything possible. Together, we achieve extraordinary results. As leaders and innovators in the traffic safety space, TrafFix will continue to educate the Sourcewell membership on the newest and latest products for roadway safety and leverage our considerable knowledge and experience to bring the most suitable products to each member based on the unique needs	*
12	What are your company's expectations in the event of an award?	 If awarded the contract, we expect an influx of smaller B to C orders delivered to various locations across the US and Canada. This is business that TrafFix is very accustomed to and we expect to manage this business the same as we currently manage multiple national account customers. We also expect several members to be very curious about some of our larger categories since they typically must execute their standard cumbersome open bid processes to source larger dollar items and a Sourcewell contract will significantly streamline this acquisition process. Given the current environment of ongoing public safety concerns, we expect that many members will have immediate need of information and education on public safety solutions. TrafFix will leverage its LMS system to make training and education available online to the membership regarding public safety solutions available from TrafFix 	*

13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	 TrafFix is a privately held company and as such, we do not share our financials. That being said: Traffix Devices continues to maintain a robust financial position. On the revenue front, sales have increased every year since 2012, even during covid. During that time net income grew considerably. As of 12/31/2024, our quick ratio was 1.68 and our current ratio was 2.93. We carry no long-term debt and invest seven figures annually in new equipment to improve efficiency. 	*
14	What is your US market share for the Solutions that you are proposing?	There is no truly reliable market data or metrics for our industry, particularly when narrowed down to government agencies, educational institutions and non-profit organizations. If we look at the TrafFix suite of solutions as sold through distribution, we estimate that TrafFix holds 30-35% market share.	*
15	What is your Canadian market share for the Solutions that you are proposing?	There is no truly reliable market data or metrics for our industry, particularly when narrowed down to government agencies, educational institutions and non-profit organizations. If we look at the TrafFix suite of solutions as sold through Canadian distribution, we estimate that TrafFix holds about 10-15% market share.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	TrafFix Devices has never declared bankruptcy.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	TrafFix is a manufacturer. There are a small number of products that are manufactured outside the USA for which we have the North American distribution and / or manufacturing rights. TrafFix maintains a direct sales force of 15 in the US and Canada that are direct employees of the company serving in various roles from sales leadership to regional sales management. In addition, we have 31 independent manufacturer representatives who are not directly employed by TrafFix but who represent TrafFix as well as other manufacturers. TrafFix has approximately 2,400 distributor partners across the US and Canada. Most of these distributors have access to and resell the full line of TrafFix products while certain products have limited distribution.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	All testing for highway safety products must be completed by accredited facilities governed by the country of origin, TrafFix partnering test facilities include the following: United States: Applus+ IDIADA Engineering Services – ISO/IEC accredited test facility that performs testing for various products requiring MASH or other regulatory testing. University of Nebraska Lincoln, Midwest Roadside Safety Facility: Highway research facility, in partnership with TrafFix on the development of the Delta Crash Cushion, and transition panel technologies and various highway safety products. Testing conducted under MASH, EN 1317, NCHRP 350, ASTM F2656 and AASHTO. Germany: CTL Gmbh Chemical Technology Laboratory – DIN EN ISO/IEC 17025:2018 accredited test facility performing various product and chemical testing for TrafFix products.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	TrafFix has no disbarments	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Orange County (CA) Business Journal – Excellence in Entrepreneurship –Brent Kulp, TrafFix President, 2025 AGC (Association of General Contractors) Award for Innovation 2023 NuTech / University of Nebraska Product of the Year 2021 Cal-Poly University Engineering Hall of Fame – Jack Kulp, TrafFix Founder, Pioneer of the Year 2019 Fairfield, Iowa Chamber of Commerce – Manufacturer of the Year 2018	*

21	What percentage of your sales are to the governmental sector in the past three years?	TrafFix services a variety of government contracts primarily tied to various Departments of Transportation around the US. This business amounts to approximately 7% of our gross sales in the period 2022 – 2024. A large percentage of our sales through our distribution network also end up with government agencies – again mostly state departments of transportation.
22	What percentage of your sales are to the education sector in the past three years?	TrafFix currently enjoys very little business directly with the education sector. We are anecdotally aware of certain pieces of business enjoyed through our distribution partners.
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	TrafFix primary business model is to sell through distribution. Our distributor partners hold many contracts using our products. There are a small number of contracts that we do hold directly. Some examples include: MO – Contract No. 60522CO0147 2022 - \$139,778.00 / 2023 - \$136,320.00 / 2024 - \$132,975.00 • Missouri DOT NY OGS – Contract No. 23244 2022 - \$533,044.00 / 2023 - \$711,471.00 / 2024 - \$1,428,771.00 • New York DOT • New York Thruway • City of Albany, Rochester, Saratoga Springs, Schenectady , Troy • Count of Herkimer, Suffolk, Monroe, Schoharie, Tompkins, Warren, Westchester OK – Contract No. SW0675 - SW0762 2022 - \$103,561.00 / 2023 - \$155,267.900 / 2024 - \$145,385.00 • Oklahoma DOT • Oklahoma Turnpike Authority • City of Tulsa, Moore, Oklahoma City, Ponca City, Midwest City
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	PA - Contract 4400028126 2022 - \$1,301,897.00 / 2023 - \$58,057.00 / 2024 - \$29,046.00 • Pennsylvania DOT • Pennsylvania Turnpike

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
New York Thruway	Patricia Hahn	716.891.3523	*
Oklahoma Turnpike Authority	Stacey Paslay	580.396.6010	*
Missouri DOT	Robin Warren	573.751.1450	*

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

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 Qu	uestion	Response *	

26	Sales force.	Network of Sales and Service Providers- At the core of TrafFix Devices sales
20	dates torce.	operations are 15 direct sales associates who work closely with both customers and distributors. These associates are TrafFix employees, and their primary responsibility is to drive sales, manage key accounts, and ensure customer satisfaction within their respective regions.
		In addition to the direct sales force, Traffix Devices also collaborates with 31 independent rep agencies, which significantly extends the company's reach. These agencies are not direct employees of Traffix Devices but act as external partners representing the company's products and services in different territories. These independent agents complement the efforts of the direct sales associates by focusing on specific regions or industries, thus enhancing the overall sales network and increasing market penetration.
		Workforce Structure- The workforce at TrafFix Devices is diverse and collaborative, with employees both within the company and across third-party agencies and distributors. While direct employees handle critical functions such as sales strategy, customer relationship management, and operations support, third-party agencies and independent distributors provide the geographical and industry-specific expertise needed to reach a broad customer base. The combination of in-house employees and third-party partners enables TrafFix to maintain flexibility, scale operations effectively, and provide a tailored experience to customers across various regions.
		In conclusion, TrafFix Devices sales and service network is designed to leverage a strategic mix of direct employees, independent agents, and a vast distributor base to serve customers efficiently across the U.S. and Canada. This structure allows TrafFix to remain competitive in a dynamic market by ensuring that sales and service functions are aligned and that all customer needs are met promptly and effectively.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	TrafFix Devices will determine the best way to fulfill Sourcewell member needs either directly or through our Professional Traffic Control Distributors, Rental Partners, Industrial & Construction Distributors, Specialty Tool and Fastner Distributors, or Wholesale Distributors.
		Service Network Providers- TrafFix Devices' service function is equally vital, ensuring that customers receive the necessary support and product service. The company's distribution network is expansive, with over 2,400 distributors covering both the U.S. and Canada. These distributors play a critical role in providing after-sales support, maintaining product availability, and offering local expertise to customers. While many distributors are independently owned and operated, they represent a crucial arm of TrafFix service and sales ecosystem. Some distributors may also provide localized maintenance services, product installations, and technical support. Network of Sales and Service Providers- At the core of TrafFix Devices sales operations are 15 direct sales associates who work closely with both customers and distributors. These associates are TrafFix employees, and their primary responsibility is to drive sales, manage key accounts, and ensure customer satisfaction within their respective regions.
		In addition to the direct sales force, Traffix Devices also collaborates with 31 independent rep agencies, which significantly extends the company's reach. These agencies are not direct employees of TrafFix Devices but act as external partners representing the company's products and services in different territories. These independent agents complement the efforts of the direct sales associates by focusing on specific regions or industries, thus enhancing the overall sales network and increasing market penetration.
		Sales and Service Overlap- While TrafFix Devices maintain distinct sales and service functions, there is considerable overlap between the two. For instance, sales associates often work closely with distributors and rep agencies to address customer inquiries, resolve issues, and ensure the delivery of products that meet customer needs. Likewise, service teams may identify sales opportunities through customer interactions, thus driving additional revenue and reinforcing relationships with distributors. This interwoven approach ensures that TrafFix customers receive not only high-quality products but also a seamless experience across sales and service touchpoints.

28	Service force.	TrafFix Devices has several customer service platforms to support Sourcewell members. The TrafFix US- Based customer service team is highly trained in all products and services offered by TrafFix Devices. The customer service team is available by email or toll-free phone. US: Toll Free 877-930-5663, 5 days a week from 7:00AM Pacific Time until 5:00PM Pacific Time When awarded a Sourcewell contract, TrafFix will create a dedicated email address for Sourcewell members to use for all contacts with TrafFix. TrafFix Devices CSA's are a dedicated support mechanism providing: Order Entry Order Confirmation Open order information Pricing Product availability Detailed Product information Providing Sourcewell contract pricing Tracking information Referral to engineering assistance TrafFix Devices offers multiple training and education options for Sourcewell members across various product families including in person training, online classes, static and video content, etc.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders are sent to TrafFix via any number of possible methods. TrafFix will confirm receipt of the order. TrafFix will determine best fulfillment option for the order. Order will be picked, packed and shipped. TrafFix will send a shipping notice confirming shipment and invoice the order. If the order is fulfilled via distribution at TrafFix' direction, the distributor will follow the same processes.	*
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.	TrafFix will assign the needed resources to manage the Sourcewell member opportunity. Members will have the option to apply for a credit account with TrafFix or execute spot buys. Orders will flow to TrafFix via the member's choice – phone, online, email, portal Customer Service will enter orders and proof them for accuracy. Customer Service will send an Order Acknowledgement to the member confirming the order. If necessary, Customer Service will reach out to the member for any needed clarifications. Order goes into the TrafFix production queue and is shippable based on standard lead times. Order ships. Invoice follows via the member's choice – email, snail mail, etc. TrafFix provides live Customer Service from 8:00AM EST through 7:00PM EST in an effort to accommodate all time zones. For stock items, TrafFix typically ships within 3 days. For non-stock items, standard weekly-published lead times will apply. Invoices will be sent the same day an order is shipped and orders will be acknowledged in 24 hours or less. 31Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	TrafFix Devices is willing to provide all proposed items to all participating entities on a direct basis or through our distribution network based on product category due to specialty distribution on some TrafFix items.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	TrafFix Devices is willing to provide all proposed items to all participating entities in Canada on a direct basis or through our distribution network based on product category due to specialty distribution on some TrafFix items. Should TrafFix service an order from a Canadian member on a direct basis, the member may be responsible for any import duties into Canada and for possible additional transport costs from port of exit to final destination. All transactions will be conducted in US Dollars.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	TrafFix Devices will fully service all geographic areas in the United States and Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	N/A	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	TrafFix engages in regular commerce with customers in both Alaska and Hawaii. There are no restrictions per se. Regarding freight costs, TrafFix Devices' normal freight terms apply in the lower 48 states. Additional transport costs from the port of exit to Hawaii or Alaska may apply and will be negotiated with members at time of purchase.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	TrafFix Devices will offer the same terms of master agreement to nonprofit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	TrafFix will create a multi-page collateral piece highlighting all product families awarded on a Sourcewell awarded contract. The piece and regular updates will be sent to all members via e-blast, social media, etc. TrafFix will utilize the Sourcewell membership data to also create targeted pieces highlighting specific solutions. For example, the Sourcewell data indicate that there are 819 members in the Private Higher Education group. For these colleges and universities, there is likely a specific subset of TrafFix products that are needed and suitable for everyday use, move in / move out days, athletic events, etc. TrafFix will tailor product offerings and marketing pieces specific to these products highlighting the ease of sourcing via the Sourcewell contract. Another example would be the 109 members who are government agencies specifically focused on transportation. Targeted materials for these members would include specific products and solutions that will by definition need to meet the requirements of the State DOTs for that agency's resident state. TrafFix Devices produces product training materials (video and static content) outlining appropriate use, maintenance and highlighting key features and benefits of our products, this content will be made available to the Sourcewell membership.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	TrafFix maintains a regular presence on all current social media sites and platforms. We will use these platforms to feature regular posts about specific items of interest to Sourcewell members and time the post according to seasonality, etc. TrafFix Devices utilize Meta Business Suite for the management of our Facebook and Instagram accounts – this suite enables insights into demographics of our followers and those who interact with our content. This data informs and drives our campaigns and the content we publish based on the understanding of our following TrafFix Devices utilizes LinkedIn Sales Navigator and LinkedIn for Business providing us valuable insights into the occupations, demographics, and networks of our followers and those who interact with our content. Again, this data provides a feedback loop for future campaigns helping us identify successful campaigns, in which demographics we have been successful, reach and engagement rates, from this data we construct future campaigns.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	 Most of the items in the scope of this award are either last-minute needs or conversely are planned capital expenditures. The ability to source these products without the need for a cumbersome public tender process is paramount to success for the members. TrafFix needs Sourcewell to keep this award as simple but comprehensive as possible so the membership can quickly and easily see what they can source. Sourcewell- awarded agreements will be integrated into our B2B ordering portal and customer services processes. Our enterprise resource management systems will reflect the award agreements and specific pricing offered to the Sourcewell membership. At the core of TrafFix Devices' sales operations are 15 direct sales associates who work closely with both customers and distributors. These associates are TrafFix employees, and their primary responsibility is to drive sales, manage key accounts, and ensure customer satisfaction within their respective regions. TrafFix sales force will work closely with Sourcewell members to address inquiries and ensure the delivery of products that meet customer needs. 	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	 TrafFix offers both a B2B online ordering portal or EDI ordering if needed. Our intent is to make these options available to Sourcewell members if they choose to easily order exactly what they need under this contract. The B2B platform has been developed to enable users with their own discrete user account with the pre-approved pricing in-built. This enables ease of purchase, as well as a unified view of product offering, purchase history, and current orders with expected delivery dates. Several of our government customers are already using this platform, they have pre-approved individuals that can perform the transactions via the portal. Once a transaction is placed, a TrafFix Devices Customer Service Representative reaches out to confirm the order to finalize the transaction. 	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	

			_
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	TrafFix offers a wide variety of training opportunities for Sourcewell members. These can include written, online, in person and virtual. Training is always optional and can be repeated as needed. TrafFix has partnered with BlueVolt as our LMS system, and we regularly upload new content to our TrafFix University / BlueVolt training modules. In-person training is provided by TrafFix RSM's or on staff product specialists and are offered at no cost to the customer. Some examples follow: Scorpion Knowledge Center — is an online password portal that provides Scorpion buyers with assistance in installation, maintenance, troubleshooting, post impact surveys procedures, repairs etc. The Scorpion Knowledge Center currently offers six classes covering a range of topics and models. Delta Knowledge Center — is similar to the Scorpion Knowledge Center and offers multiple training modules on Delta Installation, Repair and Maintenance. In the specific case of the Delta Crash Cushion, there are several states that require their installation and maintenance teams to take annual refresher training on crash cushions. TrafFix University Delta Courses have been adopted by several states to meet their mandatory training requirements. TrafFix University — BlueVolt TrafFix University offers online training modules for Delta Crash Cushion, Scorpion Attenuators and Traffic & Construction Safety Products. The online modules are self-guided and allow the user flexibility to progress at their own pace. Product installation, maintenance & repair guides and completion certificates are downloadable. The database is maintained for access by DOT's to meet the requirements of mandatory training compliance. Water Wall Installation Guide Big Sandy Array Design Replacement Parts Guides Proper Roll Up Sign & Sign Stand Selection Understanding Water Filled Barriers	*
42	Describe any technological advances that your proposed Solutions offer.	The technological advantage of choosing TrafFix is that we are an innovator in our industry. TrafFix has been and remains a leader in the development of new ideas, new products and applications for traffic safety products. One example would include an emerging technology device known as the Sentinel which is an Impact Tracking Device. The user scans the QR Code to claim the device and it can be mounted on any permanent or semi-permanent device or structure such as crash attenuators, guardrail end treatments, cable barrier, portable traffic barriers or other fixed objects that could be impacted by an errant vehicle, thus causing a safety hazard. The Sentinel includes a user dashboard, analytical capabilities, etc.	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	 TrafFix manufactures the Enviro Cone series of common sized traffic cones that are 80% recycled by weight and recyclable. The bases are made from recycled truck tires under the State of California CalRecycle Program. TrafFix recycles approximately 15 million pounds of used vehicle tires per year at our facility in Adelanto, California under the CalRecycle program. These recycled tires are made into various ballast weights for Enviro Cones, Looper Cones & Tubes, TrafFix Drums, Grabber Cones & Tubes, Roof Edge Delineators, Step & Lock and Premier Vertical Panels. These finished bases can also be recycled again. Both the Scorpion and Delta product families are 100% recyclable, being made primarily of steel and aluminum with minor plastic components on the Scorpion. TrafFix has installed and is using 40,000 square feet of solar panels on our lowa production facility, expansion of the solar panel assembly is in development. 	*
44	Identify any third-party issued eco- labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	TrafFix holds intellectual property on multiple products and solutions that are only available from TrafFix Devices. Some examples include: The TrafFix Water Wall and Water Wall Fence system is the only product in the industry that has MASH Approval Letters when used both with and without the fence panels. TrafFix is the only manufacturer in North America that can provide the Block Axess and VigiBlax hazardous vehicle mitigation systems. The Delta Crash Cushion, the SLED and the Scorpion are all TrafFix products that are proprietary to TrafFix. The Delta TL-2+ system was developed and tested at 50mph to offer a safer solution for ramps, arterial roads and roadways normally protected by systems tested at 43mph. TrafFix. The Sentinel Impact Tracking Device is proprietary to TrafFix and only available from TrafFix. The Scorpion II Metro meets the MASH Standard for Test Level 2 for 43mph. However, when TrafFix tested the Metro, it was tested to and passed MASH to 50mph to exceed this standard. We know that many cities and counties have secondary roads with posted speeds of 45mph or higher. The Metro was developed in the interest of higher levels of safety. TrafFix Devices offers extensive design and engineering support in the development of state or regional specific product models of the Scorpion TMA, assisting agencies with developing designs adapted to their specific vehicle models, lighting or sheeting requirements. Product specialists regularly assist in plan takeoffs to determine proper application of permanent crash attenuator systems, evaluating the proper placement, transitions or alignment for job specific requirements.
46	Describe whether any of your products are produced from recycled products intended to minimize the carbon footprint and protect the environment.	TrafFix manufactures the Enviro Cone series of common sized traffic cones that are 80% recycled by weight and recyclable. The bases are made from recycled truck tires under the State of California CalRecycle Program. TrafFix recycles approximately 15 million pounds of used vehicle tires per year at our facility in Adelanto, California under the CalRecycle program. These recycled tires are made into various ballast weights for Enviro Cones, Looper Cones & Tubes, TrafFix Drums, Grabber Cones & Tubes, Roof Edge Delineators, Step & Lock and Premier Vertical Panels. These finished bases can also be recycled again. TrafFix Weed Mat is designed to be installed under guardrails and cable barriers and is an ideal solution for controlling weeds along roads and highways. Made of 100 % recycled rubber and reduces or eliminates the use of chemicals or herbicides to control weed growth.
47	Describe certifications your products hold related to safety such as MASH (Manual for Assessing Safety Hardware), DOT (Department of Transportation) state approvals, ASTM (The American Society for Testing and Materials) standards, MUTCD (Manual on Uniform Traffic Control Devices), and others.	All TrafFix products meet the applicable standards that apply including but not limited to the Federal Highway Administration MUTCD, FMVSS, various state MUTCDs, MASH, NCHRP-350, various State DOT Approved Product Lists and / or Qualified Products Lists. Where applicable, our products also meet ASTM and NTPEP. We also hold approvals in Canada under the various Provincial standards. Many of our products are also approved in Australia under ASBAB, the UK under Highways England, Korea, Taiwan, Japan, the UAE, Saudi Arabia, etc. Finally, we have two products that meet the EN1317 European crash standard with more coming. In addition, many of our components and sub-assemblies are manufactured for TrafFix at ISO Certified facilities.

List any associations or memberships your company holds such as ATSSA (American Traffice Safety Services Association), AASHTO (American Association of State Highway & Transportation Officials), IRF (International Road Federation), FHWA (Federal Highway Administration), and others. Include benefits of membership from those you are affiliated with and what value those benefits may bring Sourcewell participating agencies (training and certification programs, information sharing regarding evolving policies,

etc.)

- National Academies of Science, Engineering & Medicine
- Value: The National Academies offer authoritative, evidence-based advice on scientific and engineering issues that can inform government decisions. Their expertise helps guide policy-making, especially in areas that require technological or scientific advancements, such as public infrastructure, engineering practices, and transportation safety. Their insights can help align government initiatives with the latest advancements and best practices.
- TrafFix is a member in good standing of ATSSA and holds a seat on both the ATSSA Guardrail Committee and the ATSSA Safety Committee. ATSSA provides quality road safety training and certification for road, traffic and highway professionals offering courses on traffic control technician, traffic control supervisor and flagger certifications. Additionally, ATSSA offers courses covering truck mounted attenuator operation, and grant training which is sponsored by FHWA.
- Value: ATSSA represents the interests of traffic safety service providers and advocates for safer roadways. Being part of the Guardrail and Safety Committees provides direct involvement in shaping safety standards, particularly related to barriers and traffic management systems. This ensures that the government unit stays updated on the latest safety trends, technologies, and practices for protecting the public and reducing road
- TrafFix is a Board Member of the International Road Federation
- Value: The IRF is an organization that works with the World Bank and IMF to help developed and developing countries bring roadway safety solutions to the entire world. As long-time members of the IRF, TrafFix has helped shape the use of internationally recognized safety standards across multiple countries. Similarly, TrafFix also learns from foreign members who are working on technologies, products or applications that may be useful to the US motoring public. As a specific example, TrafFix worked with other IRF members outside the US to understand the issues around hazardous vehicle mitigation. This action helped TrafFix bring the Block Axess and VigiBlax HVM products to the US market.
- TrafFix is a member in good standing of ARTBA
- Value: ARTBA is a key industry association for the transportation construction sector. Membership provides access to important policy advocacy, lobbying efforts, and industry standards that impact transportation infrastructure. It's an essential platform for staying informed about regulatory changes, industry trends, and financial opportunities for infrastructure development.
- TrafFix is a member in good standing of the Transportation Review Board (TRB)
- Value: TRB is an important part of the National Research Council, dedicated to advancing transportation research and practice. Membership provides access to cutting-edge research and discussions on transportation planning, safety, and engineering. This enables the government unit to stay at the forefront of transportation innovation and make data-driven decisions
- Members in good standing of the Fairfield, Iowa Economic Development Association
- Value: Local economic development associations help foster collaboration between local government, businesses, and community stakeholders. Membership in this association helps the government unit understand regional economic trends, develop partnerships, and promote local infrastructure development aligned with economic growth strategies.
- Members in good standing of the Flasher Barricade Association (California)
- Value: The Flasher Barricade Association focuses on the safe use of temporary traffic control devices in road construction zones. This membership provides the government unit with access to best practices and safety standards for managing traffic during construction projects, ensuring the safety of both workers and the public.

 • Member of the AGC – Associated General Contractors
- Value: The AGC is the leading trade association for the construction industry. As a member, the government unit gains access to a network of construction professionals and industry experts, along with resources on construction standards, regulations, and workforce development. This partnership helps ensure that the government is informed on construction industry trends and practices.
- TrafFix is a member of Task Force 13 which is an independent association maintaining ties with ASHTO specifically overseeing the implementation of MASH in the USA and maintaining the definitive listing of global test facilities certified to test to the MASH standard Value: Task Force 13 plays a critical role in overseeing the implementation of the MASH (Manual for Assessing Safety Hardware) standards in the U.S. These standards are crucial for evaluating and certifying roadside safety systems. Being part of this task force ensures that the government unit stays aligned with global safety standards and certification processes, helping to maintain high safety standards for road construction and maintenance. In addition, Task Force 13 maintains the only comprehensive global listing of independent ISO certified testing facilities certified to test to the MASH standard.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		C Yes No	N/A *
50		Minority Business Enterprise (MBE)	○ Yes No	N/A *
51		Women Business Enterprise (WBE)	∩ Yes	N/A *
52		Disabled-Owned Business Enterprise (DOBE)	C Yes No	N/A *
53		Veteran-Owned Business Enterprise (VBE)	○ Yes ⓒ No	N/A *
54		Service-Disabled Veteran-Owned Business (SDVOB)	C Yes © No	N/A *
55		Small Business Enterprise (SBE)	C Yes ⓒ No	N/A *
56		Small Disadvantaged Business (SDB)	C Yes	N/A *
57		Women-Owned Small Business (WOSB)	C Yes ⓒ No	N/A *

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
58	methods.	Standard payment terms for qualified customers who successfully open a credit account with TrafFix are Net 30 Days. Alternate payment terms may be available on a case-by-case basis depending on the size of the opportunity or other unique circumstances as may develop from time to time. Payment Methods: ACH, Check, Credit Card, or P-Card	*
59	, , , , , , , , , , , , , , , , , , , ,	TrafFix does not offer leasing or financing options. We do have some distributor partners in the various rental channels.	*

60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	TrafFix Terms of Sale Uploaded TrafFix Credit Application- If a Sourcewell entity chooses a credit application will be provided to apply for open credit with terms of Net 30 Days. ACH Payment Information- An ACH payment information document will be provided to Sourcewell entities that choose to pay by wire transfer ACH payment. Credit Card Authorization Form- A Credit Card Authorization Form will be provided to Sourcewell entities for use with Credit Card and P-Card. TrafFix Order Form- A TrafFix order form will be provided to participating entities if a traditional purchasing order form is not available to such entity. Freight Terms- TrafFix intends for all items on this proposal to be "delivered prices." On occasion or for specific products or scenarios there may be additional freight charges required for unique circumstances. In this case, TrafFix will communicate directly with the Sourcwell member to negotiate the terms of any additional freight costs.	*
61	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?	TrafFix Devices will accept P-card procurement and payment for participating Sourcewell entities. TrafFix normally applies a 3% convenience fee for both CC and P-Card purchases. TrafFix will waive this fee for Sourcewell members who select to pay with CC or P-Card.	*
62	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.	TrafFix proposes a "List Less Discount" model for the RFP. TrafFix reserves the right to update the price list every quarter and the Sourcewell member price will be the price in effect for the quarter when the inquiry is made. Any sourced items will be priced at the manufacturer's list price less Sourcewell discount at the time of inquiry. The Sourcewell Price List attached to the RFP is current to the date of submission.	*
63	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.	Sourcewell members will enjoy a 20% discount off TrafFix List Prices for TrafFix manufactured items. Sourced items will be priced at the Manufacturer's List Price	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	TrafFix Devices realizes the magnitude of the opportunity with Sourcewell members and their larger projects. TrafFix will work with Sourcewell members individually on larger orders, volume discounts, or rebates based on size and scope of the particular opportunity.	*
65	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For any sourced product that TrafFix might supply to a Sourcewell member, the pricing will be quoted on a case-by-case basis. Warranties and all other policies will be those of the manufacturer of the sourced product.	*
66	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.	TrafFix Devices is a manufacturer selling newly fabricated products. Our pricing proposal is for the products themselves and does not include any additional charges that might arise as a function of the purchase. For example, if a member requires training or other on-site support, such services would be in addition to the prices provided. Sourcewell members who are Tax Exempt will need to provide TrafFix with their appropriate exemption status certificate. All prices quoted in this RFP are pre-sales tax.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight Terms- Traffix intends for all items on this proposal to be "delivered prices." On occasion or for specific products or scenarios there may be additional freight charges required for unique circumstances. In this case, Traffix will communicate directly with the Sourcewell member to negotiate the terms of any additional freight costs.	*

68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	TrafFix Devices is willing to provide all proposed items to all participating entities in Canada on a direct basis or through our distribution network based on product category due to specialty distribution on some TrafFix items. Should TrafFix service an order from a Canadian member on a direct basis, the member may be responsible for any import duties into Canada and for possible additional transport costs from port of exit to final destination. All transactions will be conducted in US Dollars. TrafFix engages in regular commerce with customers in both Alaska and Hawaii. There are no restrictions per se. Quoted prices are delivered to the port of exit in the lower 48. Any additional transport costs from port of exit to final destination in Hawaii, Alaska or Canada will be the responsibility of the Sourcewell member unless other arrangements are made with TrafFix such as Will Call or Pre-
69	Describe any unique distribution and/or delivery methods or	Pay and Add to final destination. N/A *
70	options offered in your proposal. Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	TrafFix devices order entry process will ensure many self-audit procedures to insure order fulfillment and timely delivery to all Sourcewell members. • Sourcewell specific Pricing is loaded into the TrafFix ERP • Order comes into orders@traffixdevices.com • Customer is identified as a Sorcewell member order is tagged as such • Order is logged and put in the queue by CSR geographically • CSR enters the order, verification of pricing is completed. Supervisory review. • Order is assigned to be filled directly by TrafFix through Distribution, wholesaler, or direct by manufacturer of product • Order confirmation sent to customer with estimated ship date and qualified pricing • Order is picked packed and shipped advanced ship notice is sent. • After order is shipped it is invoiced and invoice is sent to the customer. • A quarterly audit is performed resulting in payment of Sourcewell fee.
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	TrafFix can track several metrics to measure the success of the agreement: • Fill Rate – available stock plus production capacity • On Time Delivery – shipment of orders within our published lead times • Returns – number of returns and their reasons for return • Price Accuracy – PO price matches system price which matches invoice • Payment Cycle – members are paying per terms and TrafFix is applying payments as remitted
72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	An Administrative Fee of 2.0% of total sales, less credits, sales tax and returns will be payable to Sourcewell. This fee is in consideration for Sourcewell's continued assistance, coordination efforts, and administrative support rendered in connection with all completed transactions made by Participating Entities utilizing this Agreement.

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	TrafFix is offering 20% below List. As volume increases, this discount percentage could also increase.

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

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Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.

TrafFix is a manufacturer. All products we would supply under this Sourcewell contract would be new products manufactured at one of our facilities. We are not in the rental business, nor do we resell used products. In addition to the manufacturing and sale of new products, TrafFix also offers other solutions including but not limited to:

- For Scorpion truck mounted or towable attenuators, it is very common for agencies and jurisdictions to have a wide range of needs. This is often dependent on the make, model and style of the host vehicles the agency has at its disposal. Traffix Engineering and Sales professionals will help Sourcewell members determine exactly which configuration of the various models of Scorpions are required for the user's exact application. Examples could include accommodating snow removal equipment, choice of reflective sheeting colors to meet local standards, addition of incab controllers as needed, custom lighting, etc.
- For Delta, SLED and Big Sandy Attenuators, TrafFix Engineering and Sales can and does provide assistance regarding the type of transition equipment needed, the proper placement of the attenuators, selecting from the various arrays needed for Big Sandy, guidance on freezing prevention, etc.
- For Block Axess and other Hazardous Vehicle Mitigation solutions, TrafFix Engineering and Sales can and does assist with site planning and proper placement and selection of barrier solutions depending on the event and the local needs.
- For Channelizing Devices, TrafFix maintains a robust library of which products are approved for use by each State DOT and what the specific state requirements are in terms of sheeting, grades of reflective, weights, etc. While many Sourcewell members will not be required to necessarily meet state DOT requirements, it is common practice for non-DOT agencies to mirror the products they use to what is used by their local DOTs to "ensure compliance." TrafFix has the knowledge and skillset to help these agencies make good decisions. Similarly, due to the complexities of the standards that govern traffic control devices, it is also common for agencies and jurisdictions to select items for purchase that may far exceed what they need for their application. TrafFix can also educate members in this regard and help them not overspend on products they might not need.

Product Categories Offered

- PVC Cones: TrafFix PVC Cones are Injection Molded, MUTCD Compliant, and are available in 18" and 28" heights. Fluorescent orange and have excellent stability, anti-skid performance. Available with reflective collars for MUTCD Compliant nighttime performance.
- Enviro Cones: TrafFix Enviro-Cone is a patented MUTCD compliant cone manufactured from 80% recycled material by weight and can easily be recycled when the cone is damaged. Designed with two piece construction the cone and base can be separated to allow reuse of the base if the cone is damaged.
- Drums: TrafFix drums are manufactured using the highest quality resins and UV stabilizers to maximize durability, color retention and life span. TrafFix manufactures multiple drum base options, sand-filled or recycled rubber in various weights for roadway applications.
- Delineators: TrafFix manufactures multiple styles, shapes and sizes of delineators and bases in compliance with all DOT and MUTCD regulatory requirements.
 Specialized applications such as Roof Edge delineator cones are designed to meet OSHA regulations.

Cones - Drums - Delineators Innovative Elements and Designs:

TrafFix offers various cone top and tube top configurations that have been
ergonomically designed to reduce weight and stress on the user. Grabber tops,
Grabber Holes ergonomic handles, and designs to ease stackability are included on
all TrafFix channelizer product lines.

Truck Mounted - Towable Attenuators

- The Scorpion II family of truck mounted and towable attenuators is an industry leader distributed worldwide. The patented design has over 25 years of proven lifesaving performance. Design configurations are available for various truck body types, lighting and reflective sheeting packages to meet any specification. Temporary Water-Filled Attenuators
- The Sentry Longitudinal Energy Dissipator (SLED) water-filled attenuator is MASH tested and approved in various configurations meeting TL-1, TL-2 and TL-3 testing requirements. Available in Mini and Euro (EN 1317-4 P4) designs, all systems are available with universal transitions for connection guardrail and various concrete or steel barrier profiles.

Sand-Filled Attenuators

 The Big Sandy impact attenuator sand barrels meet both NCHRP and MASH requirements. Made of U.V. stabilized high density polyethylene, barrels are available in three weight configurations which allow multiple roadway speed arrays from 25mph – 70mph or special designs for wide applications or higher speed scenarios.

Permanent Redirective Attenuators

 The Delta Crash Cushion is a Redirective, Non-Gating attenuator MASH tested and approved at both TL-2 and TL-3 crash speeds. The innovative design of the

Delta system reduces installation time and repair requirements and can be installed in both permanent and temporary applications. The Delta systems can be transitioned directly to Thrie Beam Barrier or utilizing patented transition panels for connection to permanent or temporary, concrete or steel barriers.

Flagging Equipment

- TrafFix Devices supplies a full line of flagging equipment including stop / slow paddle signs, paddle poles, warning flags, lighted batons, rumble strips, cone bars, directional signage, high visibility apparel and automated flagging devices.
 AFADs
- Wanco Automated Flagger Device is extremely portable and can be towed by most vehicles. The compact trailer is compact, easy to maneuver and can be connected in tandem with rear tandem tow ball hitch.
- Gate arms are designed to remain attached during transport. The AFAD system is remotely controlled using the wireless controller, reducing worker exposure on the roadway. Battery powered and solar charging system.
- TrafFix Devices is the exclusive North American distributor of the HV2 ballasted steel barrier. The HV2 is a MASH approved at TL-3 and TL-4 and is the only freestanding unpinned steel barrier with a TL-4 crash rating.
 Water-Cable Barriers
- TrafFix Sentry Water-Cable barrier is tested to TL-1, TL-2 and MASH eligible TL-3, ideal for bridge deck applications. Lighter than concrete barriers and does not require pinning to the roadway. TrafFix water cable barriers are MASH TL-1 and TL-2 compliant with TrafFix Water Wall Fence. The Lo-Ro Water Cable Barrier is MASH TL-2 approved and can be combined with the Lo-Ro TL-2 SLED crash cushion. Water-Wall / Water-Wall Fence
- The Water-Wall Longitudinal Channelizing Device is manufactured from low density polyethylene to minimize cracking and breaking. Tested to NCHRP-350 TL-1 barrier wall, TL-2 longitudinal channelizing device and TL-3 barricade. Our patented corner brackets allow 90-degree corners to be achieved, brackets are also available for use with the Water Wall Fence panels for added security.
 Pedestrian Control Barricades
- TrafFix manufactures several designs of crowd control and pedestrian barricades including Urbanite and ADA wall which include fold out ADA compliant legs, reflective sheeting and customizable reflective logo bands. In addition, we offer a full line of folding construction barricades Type I, Type II and Type III in metal leg and high impact plastic leg options. I-Beam Barricade Rails, TrafFix A-Cades, Metro A-Cade and Phoenix Type III Barricades, all models with various reflective sheeting configurations and reflective grades.
- Temporary Work Zone Signs and Stands

 TrafFix manufacturers signs and stands for every work zone application. Roll-Up construction signs in both reflective vinyl or non-reflective mesh, sewn fabric pockets or plastic corner pockets. All standard MUTCD logos or custom logo's, overlays in either Velcro or snaps. Our vast sign stand offering includes Single Spring available in either steel or aluminum. Econo-Buster lightweight springless design, Little Buster dual spring stand, Aluminum Buster lightweight, Big Buster tall (MASH Eligible), Super Buster heavy duty aluminum, Zephyr collapsible rubber base, Phoenix modular rubber stand and Tri-Buster for ridged sign applications.
- The Wanco line of speed awareness signs are available in standard speed limit trailers, compact radar-speed trailers with vertical mast or folding frame options. Stationary pole mounted radar-speed signs with solar charging and compact speed trailers for the public safety sector. Variable Message Signs
- TrafFix offers the Wanco best in class product line of variable message signs.
 Available in various sizes and configurations including Metro, Metro Large, Mini and Full-size options. Sign board variations include Three-Line, Full Matrix, and Five Color matrix displays. Truck mounted models are available with ridged mount, and integral 90-degree tilt-frames. Public safety models in the standard array of sizes are offered and can include optional camera systems for traffic or crowd monitoring.
 Arrow Boards
- The Wanco arrow board is a proven industry leader, with towable options available in folding or vertical lift. Truck mounted models are available with ridged or folding frames and in-cab controllers.
 Flashing Beacons
- Caution Beacons are ideally suited as an add-on or stand alone for school zones, construction areas available in standard power wired or solar configurations

75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and	TrafFix uses a robust taxonomy to identify the products we manufacture. It is shown here to indicate the solutions that TrafFix can provide to the Sourcewell community.
	services.	Sourcewell Roadway Work Zone Categories/Subcategories
		Attenuators
		Big Sandy Sand Filled Crash Barrells
		Delta TL2 and TL 3 Crash Cushion
		Scorpion Truck / Trailer Mounted Attenuators
		Scorpion Accessories
		SLED Water Filled End Treatments
		Steel Barriers HV2 Steel Barrier
		Water Filled Barrers Tl1 / TL2 / TL3 Water Filled Jersey Style Barriers
		Barricades
		A-Cade A Frame Sawhorse Type Barricades
		Accessories
		Rails for A-Cades
		Type I & Type II Folding Barricades
		Type III Barricades
		Urbanite & ADA Wall Pedestrian Barricades
		Veretical Panel Channelizers
		Channelizers
		Accessories
		Drums Orange Traffic Drums
		Enviro Cone Traffic Cones
		Grabber 42" Tubes & Cones
		Looper 42" Tubes & Cones
		PVC Cones Traffic Cones
		Reboundable Delineators
		Spring Cones
		Miscellaneous
		Accessories
		Paddles & Flags
		Roller Sign Rumble Strip
		Sentinel Impact Tracking Devices
		Weed Mats
		Signs and Stands
		Roll Up Signs
		Sign Stands
		Sourcewell Traffic Management Equipment Categories
		Traffic Control Equipment
		Automated Flagger Assistance Devices Afads
		Variable Message Signs
		Arrow Boards
		Speed Feedback Signs
		Flashing Beacons
		Sourcewell Traffic Management Equipment Categories
		Hazardous Vehicle Mitigation Products
		Block Axess
		Vigi Blax

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	

76	Channelizing Devices - Products specifically designed to guide and control traffic flow in temporary work zones, such as: Cones, bollards and drums, delineators and reflective posts	© Yes C No	Traffix Devices, Inc., offers a full line of MUTCD compliant channelizing devices. All products are available with multiple reflective sheeting options to comply with state, DOT or MUTCD retro reflectivity requirements: Enviro Cones & PVC Cones: TrafFix Cones are MUTCD Compliant, and are available in 18", 28" and 36" heights with various weights. Cones may be orange or lime and have excellent stability and anti-skid performance. Available with reflective collars for MUTCD Compliant nighttime performance. Drums: TrafFix drums are manufactured using the highest quality resins and UV stabilizers to maximize durability, color retention and life span. TrafFix manufactures multiple drum base options, sand-filled or recycled rubber in various weights for roadway applications. Delineators: TrafFix manufactures multiple styles, shapes and sizes of delineators and bases in compliance with all DOT and MUTCD regulatory requirements. Specialized applications such as Roof Edge delineator cones are designed to meet OSHA regulations. Innovative Elements and Designs: TrafFix offers various cone top and tube top configurations that have been ergonomically designed to reduce weight and stress on the user. Grabber tops, Grabber Holes ergonomic handles, and designs to ease stackability are included on all
			ease stackability are included on all TrafFix channelizer product lines.

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77	Crash Attenuation Devices - Temporary or mobile equipment designed to reduce the impact of collisions in work zones, such as: truck and trailer-mounted attenuators, water or sand-filled arrays, and guardrail end treatments	€ Yes C No	Traffix Devices manufactures and distributes NCHRP / MASH compliant mobile, temporary and permanent attenuator systems. Truck Mounted — Towable Attenuators The Scorpion II family of truck mounted and towable attenuators is an industry leader distributed worldwide. The patented design has over 25 years of proven lifesaving performance. Design configurations are available for various truck body types, lighting and reflective sheeting packages to meet any specification. Temporary Water-Filled Attenuators The Sentry Longitudinal Energy Dissipator (SLED) water-filled attenuator is MASH tested and approved in various configurations meeting TL-1, TL-2 and TL-3 testing requirements. Available in Mini and Euro (EN 1317-4 P4) designs, all systems are available with universal transitions for connection guardrail and various concrete or steel barrier profiles. Sand-Filled Attenuators The Big Sandy impact attenuator sand barrels meet both NCHRP and MASH requirements. Made of U.V. stabilized high density polyethylene, barrels are available in three weight configurations which allow multiple roadway speed arrays from 25mph – 70mph or special designs for wide applications or higher speed scenarios. Permanent Redirective Attenuators The Delta Crash Cushion is a Redirective, Non-Gating attenuator MASH tested and approved at both TL-2 and TL-3 crash speeds. The innovative design of the Delta system reduces installation time and repair requirements and can be installed in both permanent and temporary applications. The Delta systems can be transitioned directly to Thrie Beam Barrier or utilizing patented transition panels for connection to permanent or temporary, concrete or steel barriers.	*

78	Flagging Equipment - Devices used to manage and direct traffic manually or automatically in work zones, such as: hand-signaling and warning flags, high-visibility safety flags, and automated flagger assistance devices (AFADs)	€ Yes C No	Flagging Equipment TrafFix Devices supplies a full line of flagging equipment including stop / slow paddle signs, paddle poles, warning flags, lighted batons, rumble strips, cone bars, directional signage, high visibility apparel and automated flagging devices. AFADs Wanco Automated Flagger Device is extremely portable and can be towed by most vehicles. The compact trailer easy to maneuver and can be connected in tandem with rear tandem tow ball hitch. Gate arms are designed to remain attached during transport. The AFAD system is remotely controlled using the wireless controller, reducing worker exposure on the roadway. Battery powered and solar charging	*
79	Safety Barriers - Barriers used exclusively for temporary work zones to separate traffic from construction areas, such as: jersey barriers (temporary applications only), temporary gate systems, temporary safety fencing, screens and panels, and work zone barricades.	© Yes C No	Steel Barriers TrafFix Devices is the exclusive North American distributor of the HV2 ballasted steel barrier. The HV2 is a MASH approved at TL-3 and TL-4 and is the only freestanding unpinned steel barrier with a TL-4 crash rating. Water-Cable Barriers TrafFix Sentry Water-Cable barrier is tested to TL-1, TL-2 and MASH eligible TL-3, ideal for bridge deck applications. Lighter than concrete barriers and does not require pinning to the roadway. TrafFix water cable barriers are MASH TL-1 and TL-2 compliant with TrafFix Water Wall Fence. The Lo-Ro Water Cable Barrier is MASH TL-2 approved and can be combined with the Lo-Ro TL- 2 SLED crash cushion. Water-Wall / Water-Wall Fence The Water-Wall Longitudinal Channelizing Device is manufactured from low density polyethylene to minimize cracking and breaking. Tested to NCHRP-350 TL-1 barrier wall, TL-2 longitudinal channelizing device and TL-3 barricade. Our patented corner brackets allow 90- degree corners to be achieved, brackets are also available for use with the Water Wall Fence panels for added security. Pedestrian Control Barricades TrafFix manufactures several designs of crowd control and pedestrian barricades including Urbanite and ADA wall which include fold out ADA compliant legs, reflective logo bands. In addition, we offer a full line of folding construction barricades Type I, Type II and Type III in metal leg and high impact plastic leg options. I-Beam Barricade Rails, TrafFix A-Cades, Metro A-Cade and Phoenix Type III Barricades, all models with various reflective sheeting configurations and reflective grades.	*

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80	Work Zone Signage - Signage designed for temporary deployment in work zones to provide clear and dynamic information to drivers, such as: work zone speed awareness signs, flashing beacons, work zone dynamic warning systems, variable message signs and roadway message boards, and portable traffic signals.	© Yes ○ No	Temporary Work Zone Signs and Stands TrafFix manufacturers signs and stands for every work zone application. Roll-Up construction signs in both reflective vinyl or non-reflective mesh, sewn fabric pockets or plastic corner pockets. All standard MUTCD logos or custom logo's, overlays in either Velcro or snaps. Our vast sign stand offering includes Single Spring available in either steel or aluminum. Econo-Buster lightweight springless design, Little Buster dual spring stand, Aluminum Buster lightweight, Big Buster tall (MASH Eligible), Super Buster heavy duty aluminum, Zephyr – collapsible rubber base, Phoenix – modular rubber stand and Tri-Buster for ridged sign applications. Speed Awareness Signs TrafFix offers the Wanco best in class product line of speed awareness signs, available in standard speed limit trailers, compact radar-speed trailers with vertical mast or folding frame options. Stationary pole mounted radar-speed signs with solar charging and compact speed trailers for the public safety sector. Variable Message Signs Wanco variable message signs are available in various sizes and configurations including Metro, Metro Large, Mini and Full size options. Sign board variations include Three-Line, Full Matrix, and Five Color matrix displays. Truck mounted models are available with ridged mount, and integral 90 degree tilt-frames. Public safety models in the standard array of sizes are offered and can include optional camera systems for traffic or crowd monitoring. Arrow Boards The Wanco arrow board is a proven industry leader, with towable options available in folding or vertical lift. Truck mounted models are available with ridged or folding frames and incab controllers.
			Flashing Beacons Caution Beacons are ideally suited
			as an add-on or stand alone for school zones, construction areas available in standard power wired or solar configurations

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

Line Item 81. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	↑ Yes
	€ No

Documents

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

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - Pricing TrafFix Devices RFP 042225 Pricing.zip Monday April 21, 2025 15:05:57
 - Financial Strength and Stability Financial Strength and Stability.zip Monday April 14, 2025 17:43:50
 - Marketing Plan/Samples Marketing Samples.zip Tuesday April 15, 2025 13:22:08
 - WMBE/MBE/SBE or Related Certificates Table 5B-49 Traffix MBE Statement.pdf Tuesday April 15, 2025 13:24:27
 - Standard Transaction Document Samples Standard Transaction Documents.zip Tuesday April 15, 2025 13:23:34
 - Requested Exceptions TrafFix Master Agreement No Exceptions .pdf Tuesday April 15, 2025 13:25:51
 - Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

- 1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
- 2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
- 3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer: or
 - (iii) The methods or factors used to calculate the prices offered.
- (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
- 4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
- 5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
- 6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
- 7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 8. Proposer its employees, agents, and subcontractors are not:
 - 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
 - 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
 - 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.
- By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. Ken Haley, Director of Business Development, TrafFix Devices, Inc.

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 4 Roadway Work Zone: Safety and Traffic Management Equipment Mon April 14 2025 11:30 AM	₩	1
Addendum 3 Roadway Work Zone: Safety and Traffic Management Equipment Mon April 7 2025 07:57 AM	₩	1
Addendum 2 Roadway Work Zone: Safety and Traffic Management Equipment Fri March 21 2025 11:53 AM	₽	1
Addendum 1 Roadway Work Zone: Safety and Traffic Management Equipment Tue March 4 2025 03:39 PM	₩	1