

**MASTER AGREEMENT #042225****CATEGORY: Roadway Work Zone: Safety and Traffic Management Equipment with Related Products****SUPPLIER: Interwest Safety Supply LLC**

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 Interwest Safety Supply LLC, 744 E. Lakeview Parkway, Provo, UT 84606 (Supplier).

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

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

**Article 1:
General Terms**

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

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

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on 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 Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) **Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

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

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

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).**

Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines

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

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the

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

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

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

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

The Report must contain the following fields:

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

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

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

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

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

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

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

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

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

Article 3: Supplier Obligations to Participating Entities

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

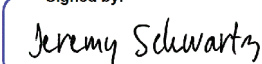
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within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

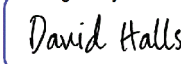
Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other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

Interwest Safety Supply LLC

Signed by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 6/26/2025 | 7:53 PM CDT

Signed by:

By: A64469FC889B493...
David Halls
Title: President
Date: 6/26/2025 | 7:05 PM CDT

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

Vendor Details

Company Name: Interwest Safety Supply LLC

Does your company conduct business under any other name? If yes, please state: Utah

Address: 744 E Lakeview Parkway
Provo, Utah 84606

Contact: david halls

Email: davidhalls23@gmail.com

Phone: 801-608-2946

Fax: 801-375-6321

HST#:

Submission Details

Created On: Tuesday April 15, 2025 10:25:28

Submitted On: Tuesday April 22, 2025 15:45:28

Submitted By: david halls

Email: davidhalls23@gmail.com

Transaction #: 02a21b9a-8808-4160-9114-0123de4a53ab

Submitter's IP Address: 147.243.248.174

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.	Interwest Safety Supply LLC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Interwest Safety Supply LLC	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	SAMS 085316438	*
5	Provide your NAICS code applicable to Solutions proposed.	339950	
6	Proposer Physical Address:	744 E Lakeview Parkway, Provo, UT 84606	*
7	Proposer website address (or addresses):	www.iwsafety.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	David Halls, President 744 E Lakeview Parkway, Provo, UT 84606 dhalls@iwsafety.com 801-608-2946	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	David Halls, President 744 E Lakeview Parkway, Provo, UT 84606 dhalls@iwsafety.com 801-608-2946	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Todd Nevill, Vice President of Sales 2078 Greenside Way, Hoover, AL 35526 tnevill@iwsafety.com 678-525-1033	*

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

Line Item	Question	Response *	
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Interwest has provided high quality traffic safety equipment and signs to the government and highway construction industry for over forty years! From highway signs and safety products, to crash cushions and traffic monitoring equipment, our five regional warehouses, two production facilities, and experienced staff are committed to providing fast and dependable service.</p> <p>Our core values describe our business philosophy. We believe that if we take care of the customer with an integrity driven and quality approach, the rest will take care of itself. This philosophy has supported us for over 40 years. That said, a full list of our core values are described below:</p> <p>Customer Centric – We put the customer first and build lasting relationships Integrity Driven – We do what's right and we do what we say Quality Focused – We promote quality products, people, and services Industry Expertise – We rise above the rest in knowledge and ability One Team – We win together, respect and help each other along the way</p>	*
12	What are your company's expectations in the event of an award?	We expect to work hard to earn business from Sourcewell customers, to demonstrate our capability and build lasting relationships with customers through the Sourcewell relationship.	*
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.	<p>Financial Strength</p> <p>Interwest has been in continuous operation for over 40 years, built on a foundation of disciplined financial management and sustainable growth. Our long-standing financial stability enables us to support large-scale, multi-year contracts with a high level of operational and fiscal reliability.</p> <p>From 2020 to 2024, IW has achieved revenue growth of over 100%, driven by a combination of strategic acquisitions, successful new product introductions, and consistent organic expansion.</p> <p>The business now generates revenues in excess of \$50 million annually, with stable EBITDA margins that reflect healthy profitability and operational efficiency.</p> <p>While Interwest strategically utilizes debt to support inventory and acquisition initiatives, the company exceeds all financial covenant requirements. Specifically, our debt service coverage ratio surpasses bank compliance thresholds by over 50%, and our current level of indebtedness is 300% below the maximum allowable under our agreements.</p> <p>Our financial posture is further supported by long-term banking relationships and regular third-party financial reviews, which reflect our commitment to sound governance and transparency. Supporting documentation, including letters of standing from financial institutions and independent auditors, is included with this submission.</p>	*
14	What is your US market share for the Solutions that you are proposing?	<p>While our overall market share in the United States for these specific products is relatively modest <3% —reflecting a highly fragmented and competitive market where no single provider maintains significant dominance—we have consistently demonstrated an outsized impact relative to our size.</p> <p>Our ability to deliver high-quality service, tailor solutions to client needs, and respond with agility and accountability has positioned us as a preferred partner for numerous clients seeking performance over scale. Our focus on quality execution and client-centric delivery makes us particularly well-suited for servicing government contracts that demand efficiency, transparency, and compliance.</p> <p>In sectors where scale can sometimes dilute responsiveness, our hands-on management approach and proven track record provide a compelling value proposition. Our team brings deep expertise, technical capability, and a commitment to exceeding expectations—key differentiators that position us as a strategic asset, regardless of national market share metrics.</p>	*
15	What is your Canadian market share for the Solutions that you are proposing?	0%	*
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.	This DOES NOT apply to our business as we have had no financial distress or bankruptcy	*

17	<p>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).</p> <p>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?</p> <p>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?</p>	<p>Interwest is a vertically integrated organization and serves as the authorized distributor or reseller for all products proposed in this RFP. The majority of these products are not subject to exclusive distribution arrangements, and as such, no additional manufacturer authorization is required for their sale or distribution. For those products that do require formal authorization, Interwest holds current and valid distribution agreements. These documents will be provided with our response to ensure full transparency and compliance.</p> <p>All elements of our distribution network are entirely company-owned and operated. We do not rely on independent dealers or third-party resellers. This structure ensures consistency in service, quality control, and accountability across every stage of fulfillment and customer interaction. Our centralized management of distribution allows us to meet government procurement expectations for reliability, responsiveness, and scalability.</p>	*
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.	We are a 3M certified sign manufacturer, which may play a small part in this RFP, no other licenses or certifications are required	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	We have not had any debarments or suspensions in our history	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Silver Dealer Award by Valtir,	*
21	What percentage of your sales are to the governmental sector in the past three years?	80% of our business is to the government or contractors that work for the government	*
22	What percentage of your sales are to the education sector in the past three years?	Included in our government business is roughly 10% sold to the education sector	*
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?	<p>We hold the following agreements and many others with cities and counties:</p> <p>UDOT – Crash Cushion & End Treatments – Install, Repair, Replace - \$500k +</p> <p>UDOT – Sign Posts - \$300k</p> <p>CDOT – Crash Cushion and End Treatments - \$700k</p> <p>NV – Clark County Public Works – Signs, RRFB's, Pavement Markings - \$300k</p> <p>ADOT – Guardrail - \$2Million +</p> <p>Grand Canyon State Logo – Signs and accessories \$350k</p> <p>NMDOT – Variable Message Boards, Guardrail and End Treatments, Posts, Pavement Markers - \$2.5M+</p>	*
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?	Not Applicable	*

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 *	
UDOT	Tim Lumbardie tlumbardie@utah.gov	801-910-2537	*
ADOT Procurement	Gary Henry Procurement Officer ghenry@azdot.go	360-481-4080	*
CDOT Aurora	Jeff Bradley Materials Supervisor jeffrey.bradley@state.co.us	303-365-7121	*
UDOT	Sage Peacock Specialties Crew Supervisor speacock@utah.gov	801-227-8042	

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	Question	Response *	
26	Sales force.	<p>Interwest maintains a highly capable and regionally distributed sales force designed to serve Sourcewell participating entities with responsiveness, technical expertise, and consultative support.</p> <p>Our team includes:</p> <p>5 Territory Managers who provide in-market, face-to-face service across our operating regions. Each manager is responsible for a defined geographic area, enabling them to build strong client relationships and ensure responsive local support.</p> <p>5 Inside Sales Representatives who support incoming inquiries, coordinate quoting and order processing, and provide ongoing customer assistance across North America.</p> <p>4 Business Development Professionals focused on strategic growth, outreach to new markets, and proactive engagement with potential Sourcewell participants.</p> <p>2 Full-Time Estimators dedicated to supporting complex project quoting, ensuring accuracy and speed in pricing and scope development.</p> <p>All members of our sales force are direct Interwest employees, which allows us to maintain consistent product knowledge, service standards, and accountability across all client interactions. Our sales and estimating teams are closely integrated with our operations and fulfillment departments, ensuring that customer commitments are realistic, reliable, and met on schedule.</p> <p>This structure allows us to offer a high level of personalized service with national scale, supported by a backbone of experienced professionals who understand the needs of public-sector clients.</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Interwest does not utilize third-party dealers, distributors, or resellers. All Solutions proposed in this response will be delivered exclusively through our company-owned and operated sales and distribution network.</p> <p>Our internal team of Territory Managers, Inside Sales Representatives, and Business Development professionals work directly with Sourcewell participants to provide consultation, quotes, and ongoing support. Fulfillment and delivery are handled through our five company-operated facilities, each equipped with brick-and-mortar infrastructure and stocking yards to support regional service coverage.</p>	*

28	Service force.	<p>While most products included in this contract do not require traditional technical service or installation, Interwest maintains a robust operations and logistics service force that ensures every order is fulfilled accurately, efficiently, and on time.</p> <p>Each of our company-operated facilities is staffed with experienced warehouse teams responsible for:</p> <p>Picking, packing, and preparing orders for shipment</p> <p>Managing inventory with precision and reliability</p> <p>Coordinating deliveries and dispatch with our in-house logistics team</p> <p>In addition, we operate two dedicated production centers staffed by skilled personnel who manage product customization, kitting, and any value-added services needed by Sourcewell participants.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>All orders placed under the Sourcewell contract will be handled exclusively by Interwest's internal team. We do not utilize distributors, dealers, or third-party intermediaries for the ordering or fulfillment process.</p> <p>Sourcewell participating entities will be able to place orders directly through:</p> <p>Interwest's dedicated inside sales team</p> <p>Territory Managers serving their region</p> <p>Email, phone, or digital orders processed through our centralized customer support system</p> <p>Once received, orders are processed by our operations team and fulfilled from one of our company-operated stocking facilities. Our internal team manages:</p> <p>Order entry and confirmation</p> <p>Picking, packing, and shipping</p> <p>Coordination of any value-added services (e.g., kitting, production center involvement)</p> <p>Ongoing communication and delivery tracking</p>	*
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.	<p>Interwest provides responsive, hands-on customer support through our inside sales and operations teams, who manage the full lifecycle of customer interaction—from order intake through fulfillment and delivery. While we do not maintain a traditional call-center-style customer service department, our internal structure ensures direct, knowledgeable assistance with minimal handoffs or delays.</p> <p>Customer Service Procedures Include:</p> <p>Orders are submitted via email or phone and handled by a dedicated inside sales representative</p> <p>Once an order is received, our team provides prompt confirmation, typically within the same business day</p> <p>The order is then coordinated with our warehouse or production team for timely fulfillment and shipment</p> <p>Customers receive updates as needed and can contact their assigned sales representative directly for questions, adjustments, or support</p> <p>Response Time Commitments:</p> <p>Most inquiries and order confirmations are handled within 24 hours or less</p> <p>Urgent requests are escalated immediately through our internal team, with real-time coordination between sales and operations</p>	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>Interwest is fully prepared and enthusiastic about the opportunity to serve Sourcewell participating entities across the United States and Canada. We are committed to making our products and services readily accessible under the cooperative purchasing structure and to providing a high level of support throughout the contract term.</p> <p>Our ability to serve Sourcewell members is backed by:</p> <p>Five company-operated facilities with stocking yards to support regional and national fulfillment</p> <p>A fully staffed team of territory managers, inside sales professionals, and operations personnel who are already accustomed to working with public-sector clients</p> <p>Internal processes that support prompt order fulfillment, accurate quoting, and responsive customer service</p> <p>Interwest views participation in the Sourcewell contract as a strategic priority and a natural extension of our public-sector partnerships. We are well-equipped to meet the program's expectations for scale, service consistency, and compliance—and look forward to supporting member agencies with a high level of professionalism and care.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Interwest is willing and able to provide our products and services to Sourcewell participating entities located in Canada. We are committed to supporting Canadian public agencies where feasible and in accordance with established international shipping and customs protocols.</p> <p>To ensure clarity and compliance, IW offers cross-border sales to Canadian Sourcewell participants under the following conditions:</p> <p>All shipments will be FOB (Free on Board) at the U.S. shipping point, with the Canadian customer assuming responsibility for importation, duties, and customs clearance</p> <p>Canadian customers must coordinate receipt of goods and applicable brokerage services, and accept delivery and title transfer at the U.S. point of origin</p> <p>Interwest will work closely with customers to ensure all necessary export documentation is prepared and provided in a timely manner</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Interwest does not exclude any geographic regions of the United States or Canada from service under the proposed agreement. We are willing and able to serve Sourcewell participating entities nationwide and throughout Canada, provided that clear and mutually agreed-upon shipping terms are established at the time of order.	*
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.	<p>Interwest does not impose any restrictions based on account type, and there are no exclusions regarding which Sourcewell participating entities may access our Solutions under the proposed agreement.</p> <p>All eligible Sourcewell members—including municipalities, school districts, higher education institutions, nonprofits, and other qualifying public entities—will have full access to our products and services as outlined in this proposal.</p>	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Interwest is willing to serve Sourcewell participating entities located in Hawaii, Alaska, and U.S. Territories. We are committed to making our Solutions available to all qualifying members, provided that shipping terms are clearly defined at the time of order.</p> <p>Due to the unique logistics and costs associated with delivering to these regions, the following requirements apply:</p> <p>All shipments will be processed FOB (Free on Board) from our U.S.-based facilities</p> <p>Participating entities in these regions will be responsible for freight, customs clearance (if applicable), and final delivery arrangements</p> <p>Interwest will provide all necessary documentation and coordinate shipping through standard freight or customer-specified carriers as needed</p>	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Marketing Strategy for Promoting the Sourcewell Contract</p> <p>Interwest is committed to actively promoting the Sourcewell contract to eligible public-sector agencies across the United States and Canada. Our marketing strategy includes a combination of external agency support and internal team-driven outreach, allowing us to ensure both broad visibility and direct engagement with prospective participants.</p> <p>Digital Marketing & SEO</p> <p>We work with a dedicated marketing agency to manage our:</p> <ul style="list-style-type: none"> Email marketing campaigns targeting current and prospective public-sector clients, highlighting the benefits of purchasing through Sourcewell Search engine optimization (SEO) to ensure our Sourcewell contract and relevant product categories are discoverable through online search, including a dedicated, optimized landing page <p>This allows procurement officials searching for compliant vendors or cooperative purchasing options to easily find IW and learn how to engage with us through Sourcewell.</p> <p>Internal Outreach & Sales Enablement</p> <p>Our internal team—including Territory Managers, Inside Sales, and Business Development—is prepared to be fully engaged in promoting the Sourcewell contract:</p> <p>Marketing Materials & Support</p> <p>IW will support Sourcewell contract promotion with:</p> <ul style="list-style-type: none"> Co-branded flyers and sell sheets outlining eligible product categories, structure, and contract benefits A dedicated Sourcewell section on our website Ongoing education for internal staff to ensure consistent messaging across all customer interactions <p>We believe that a well-informed, multi-channel approach—combining digital reach and personal relationships—will help maximize contract visibility and utilization.</p> <hr/> <p>Supporting Materials</p> <p>We will upload sample marketing materials, including email templates and current SEO work in the document upload section.</p>	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We work with a professional marketing agency to ensure our website content is optimized for search, allowing prospective Sourcewell participants—such as municipalities, schools, and other public-sector entities—to easily discover Interwest and our contract solutions online.</p> <ul style="list-style-type: none"> Content includes relevant keywords, headings, alt text, and metadata to improve organic search performance SEO strategy focuses on commonly searched terms such as “traffic safety equipment, signage, rentals, etc. “Cooperative contract” and “Sourcewell” can be added to our efforts <p>Google Analytics</p> <p>Our team uses Google Analytics to track:</p> <ul style="list-style-type: none"> Website traffic sources and visitor behavior Engagement with related content Conversion metrics tied to specific digital campaigns <p>This data helps us refine our messaging, landing page performance, and outreach priorities to better serve the needs of our public-sector audience.</p>	*
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?	<p>We view Sourcewell as a strategic partner in expanding access to competitively awarded contracts for government, education, and nonprofit entities. Sourcewell plays a critical role in:</p> <ul style="list-style-type: none"> Establishing contract credibility and compliance through its nationally recognized RFP process Educating public-sector buyers about cooperative purchasing as a streamlined alternative to traditional procurement Promoting awarded vendors through Sourcewell's website, newsletters, industry events, and member engagement efforts <p>Our Role in Integration and Promotion</p> <p>Interwest is prepared to fully integrate the Sourcewell-awarded agreement into our national sales and fulfillment processes. This includes:</p> <ul style="list-style-type: none"> Sales Enablement: All Territory Managers, Inside Sales Representatives, and Business Development staff will be trained on the Sourcewell agreement—including eligibility, pricing structure, and how to walk clients through the purchasing process. Customer Communication: Sourcewell contract access will be included in quotes, proposals, presentations, and email communications, especially for agencies seeking simplified procurement paths. Marketing Integration: The Sourcewell contract will be featured on our website, in digital marketing campaigns, and in co-branded sales collateral used by our team and distribution network. Internal Tools and CRM: We will tag and track Sourcewell opportunities within our sales system, allowing us to monitor contract engagement and report usage as required. <p>Shared Responsibility</p> <p>We recognize that the most successful cooperative contracts are jointly promoted. While Sourcewell provides foundational support and national visibility, Interwest takes full responsibility for directly engaging customers, educating them on the value of the contract, and ensuring a smooth procurement experience.</p>	*

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.	<p>Yes, Interwest's Solutions are available through a web-based e-procurement process hosted on our company website. Public-sector customers can:</p> <ul style="list-style-type: none"> • Submit quote requests • Initiate orders • Place direct orders for standard catalog items <p>This process provides an accessible and streamlined alternative for governmental and educational agencies that prefer digital procurement but may not be using a formal procurement platform.</p> <p>How It Works:</p> <ul style="list-style-type: none"> • Users visit our website and navigate to the Quote or Order Request portal • They enter product details into the portal, including a Sourcwell reference if applicable • Interwest's Inside Sales team processes the request, confirms pricing and eligibility, and follows up promptly to finalize the order 	*
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Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>While formal product, equipment, or operator training is typically not required for the Solutions offered under this contract, Interwest is fully committed to supporting Sourcwell participating entities as needed.</p> <p>If training or product orientation is requested, Interwest will provide it on a case-by-case basis, tailored to the entity's specific needs and the nature of the products or services being delivered.</p> <p>Type of training: Product orientation, usage guidance, best practices, or handling instructions</p> <p>Delivery method: Provided remotely (via phone or video) or in person, depending on location and scope</p> <p>Training providers: Conducted by Interwest's own Territory Managers, Inside Sales Representatives, or Operations Personnel—all of whom are direct employees with deep knowledge of our offerings</p> <p>Cost: Training is offered at no additional cost to Sourcwell participants</p>	*
42	Describe any technological advances that your proposed Solutions offer.	<p>The Solutions proposed under this contract are primarily designed to deliver durability, reliability, and ease of use—qualities that are often prioritized by Sourcwell participating entities over complexity or advanced technical features.</p> <p>While our product lines may not incorporate emerging digital technologies, many of the materials and manufacturing methods we employ reflect ongoing advancements in process efficiency, design consistency, and product performance. These practical enhancements result in:</p> <p>Streamlined installation and deployment</p> <p>Reduced maintenance or downtime</p> <p>Improved long-term performance in demanding environments</p> <p>Additionally, Interwest's internal systems and logistics infrastructure are supported by modern technology platforms that allow us to:</p> <p>Track and manage inventory in real time</p> <p>Coordinate order fulfillment with precision</p> <p>Maintain responsive customer communications throughout the order lifecycle</p>	*

43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Interwest is committed to incorporating environmentally responsible practices throughout our operations and supply chain. While we do not currently maintain formal third-party environmental certifications, we have adopted a number of practical, everyday initiatives that support sustainability and resource efficiency across our business.</p> <p>Our ongoing environmental efforts include:</p> <p>Recycling Programs at all Interwest facilities, covering packaging materials, pallets, scrap materials, and office waste</p> <p>Use of clean and efficient production methods in our two production centers, with a focus on reducing emissions and material waste</p> <p>Energy-conscious facility management, including LED lighting, occupancy sensors, and minimized energy draw during off-hours</p> <p>Selection of materials and products that favor durability and longevity, minimizing the need for replacement or disposal</p> <p>Sourcing from manufacturers and suppliers who share our values around waste reduction and environmental stewardship</p>	*
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.	<p>At this time, Interwest has not obtained third-party eco-labels or certifications specifically related to energy efficiency, cradle-to-cradle product design, or formal sustainability ratings for the Solutions included in this proposal.</p> <p>However, we are aware of the growing importance of environmentally responsible sourcing and life-cycle considerations in public procurement. Interwest remains committed to evaluating sustainable practices in our supply chain, and we actively pursue waste-reduction, recycling, and clean manufacturing practices within our operations, as described in our environmental initiatives response.</p>	*
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?	<p>While the products proposed under this contract are mostly standardized and widely available in the marketplace, what sets Interwest apart is the quality, control, and consistency of our delivery model, as well as our deep understanding of how to serve public-sector customers efficiently and reliably.</p> <p>Unique attributes include:</p> <p>Company-owned distribution network: Brick-and-mortar facilities with stocking yards—no third-party dealers or resellers—giving us total control over inventory, service levels, and fulfillment timelines.</p> <p>Direct-employee sales and support team: All territory managers, inside sales staff, and operations personnel are Interwest employees, ensuring consistency in product knowledge, responsiveness, and accountability. There are no hand-offs or outsourcing.</p> <p>Public-sector readiness: Our team is experienced in handling government and cooperative purchasing contracts, with built-in processes to ensure compliance, transparency, and easy onboarding for Sourcewell members.</p> <p>Flexible, personalized service: We provide fast quoting, on-demand training when needed, and responsive order tracking. Our compact, agile team structure allows us to pivot quickly and solve problems without red tape.</p> <p>Sourcewell participating entities can count on Interwest for professionalism, precision, and a service-first mindset from first contact through final delivery.</p>	*
46	Describe whether any of your products are produced from recycled products intended to minimize the carbon footprint and protect the environment.	<p>Interwest incorporates a variety of materials into our product offerings that help minimize environmental impact and reduce the carbon footprint associated with manufacturing and disposal.</p> <p>Specifically:</p> <p>Aluminum components are sourced from suppliers who utilize recycled aluminum, which significantly reduces energy consumption compared to raw aluminum production.</p> <p>Plastics and rubber materials used in some of our products include post-industrial or post-consumer recycled content, depending on the specific product and supplier availability.</p> <p>Tire rings and rubber components used in select products are repurposed from end-of-life materials, supporting circular use and waste diversion from landfills.</p> <p>While our products are primarily selected for their durability and performance, these recycled and repurposed materials reflect our commitment to responsible sourcing practices and ongoing efforts to support low-impact material strategies where feasible.</p>	

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.	<p>Interwest's product offerings are developed and sourced with a strong emphasis on safety, compliance, and regulatory approval, particularly in applications involving traffic control, work zone safety, and roadside equipment.</p> <p>The following certifications and standards apply to key product categories included in this proposal:</p> <ul style="list-style-type: none"> • MASH Compliance (Manual for Assessing Safety Hardware): Our Water-Filled Attenuators, Truck Mounted Attenuators (TMAs), Trailer Mounted Attenuators (TMAs), Sign Stands, and Yo Dock® Jersey Barriers meet the requirements outlined in MASH and are certified accordingly. • MUTCD Compliance (Manual on Uniform Traffic Control Devices): All applicable signage offered through this contract complies with MUTCD standards, ensuring consistency and clarity in public roadway use. • ASTM Standards: Select product components like posts, bases and other supporting devices adhere to ASTM specifications for materials, construction, and performance, including plastics, rubber, and aluminum-based assemblies. These standards help ensure long-term durability and consistency across use cases. <p>Interwest is committed to providing Sourcewell participating entities with fully compliant, field-tested, and safety-certified solutions that align with federal and state guidelines. Certification documentation is available upon request to support agency-specific procurement or installation requirements.</p>
48	List any associations or memberships your company holds such as ATSSA (American Traffic 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.)	<p>Interwest is an active participant in the American Traffic Safety Services Association (ATSSA) and maintains a strong presence within the traffic safety industry through both organizational and leadership-level engagement.</p> <ul style="list-style-type: none"> • We are a current member of ATSSA, participating in national events, safety advocacy efforts, and professional development opportunities tied to roadway safety and work zone best practices. • One IW team member currently serves as an ATSSA chapter president, providing leadership within the regional safety community. • Another team member is slated to serve as chapter president in the upcoming year, further reinforcing our long-term commitment to the traffic safety industry and active industry involvement. <p>Interwest's participation in ATSSA reflects our dedication to staying informed, influencing best practices, and contributing to ongoing improvements in roadway and work zone safety. This active involvement helps ensure that the Solutions we provide to Sourcewell participating entities are aligned with the latest standards, innovations, and regulatory developments.</p>

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.		<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
50		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
51		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
55		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
57		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> 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	Describe your payment terms and accepted payment methods.	<p>Interwest offers standard Net 30 payment terms to Sourcewell participating entities. These terms are consistent with typical public-sector procurement expectations and ensure flexibility for budgeting and administrative processes.</p> <p>We accept the following payment methods as well:</p> <ul style="list-style-type: none"> • Checks • Major credit cards (Visa, MasterCard, American Express) • Official purchase orders from qualified government or cooperative entities <p>Interwest's invoicing and payment systems are designed to accommodate a wide range of procurement processes, including those required by municipalities, school districts, and other public agencies. Our finance team is available to assist with any entity-specific documentation or setup requirements to ensure a smooth onboarding and payment experience.</p>	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	At this time, Interwest does not offer in-house leasing or financing programs for the products included in this proposal. However, we are committed to working closely with Sourcewell entities to ensure our Solutions are accessible and budget-aligned.	*

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.	<p>Interwest uses a set of standard, straightforward transaction documents to facilitate orders and ensure clear communication with Sourcwell participating entities. These documents are designed to align with public-sector procurement processes and provide transparency throughout the transaction.</p> <p>Typical documents used include:</p> <ul style="list-style-type: none"> • Quotes: Issued by IW to detail product pricing, quantities, and terms prior to order confirmation • Purchase Orders (POs): Accepted from participating entities as a formal method of initiating orders • Order Acknowledgments: Provided by IW to confirm receipt and acceptance of each order, including shipment details and estimated timelines • Invoices: Issued upon fulfillment and shipment, in accordance with agreed payment terms • Standard Terms and Conditions: Included on quotes or order acknowledgments to clarify fulfillment, payment, and return policies <p>At this time, Interwest does not utilize separate service level agreements (SLAs) or standalone contracts for most transactions. All interactions are governed by the terms defined in the Sourcwell Master Agreement and the documentation listed above.</p>	*
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, Interwest accepts Procurement Cards (P-cards) as a valid form of payment from Sourcwell participating entities. P-card transactions are processed in the same manner as standard credit or debit card payments, and we do not impose any additional fees or surcharges for their use.	*
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 Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Interwest utilizes a list price with contract discount model for the Sourcwell agreement. For each product proposed under this contract, we will provide:</p> <p>A standard list price</p> <p>A clearly defined Sourcwell discounted price</p> <p>Associated SKU numbers for each item to ensure clarity and ease of reference</p>	*
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.	<p>The pricing included in Interwest's proposal represents a discount from standard list pricing, applied across all eligible products under this agreement.</p> <p>In general, Sourcwell participating entities can expect to receive a discount in the range of 10% to 20% or more off list price, depending on the product category, and order-specific factors. Some items may reflect higher discounts where applicable, particularly on high-volume items.</p>	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Interwest's proposed pricing structure already incorporates volume-based discounts within the Sourcwell contract pricing. Our list price minus contract discount model reflects typical purchasing patterns and is designed to provide competitive pricing without the need for separate rebate programs or post-purchase claims.</p> <p>In addition, for large-scale or project-based orders, IW may offer additional quote-based discounts beyond the standard Sourcwell pricing. These opportunities are evaluated on a case-by-case basis based on volume, product mix, and fulfillment requirements.</p>	*
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.	<p>For any open market items or non-contracted products and services requested by Sourcwell participating entities, Interwest provides individual, itemized quotes on a case-by-case basis. This ensures transparency in pricing, accuracy in scope, and alignment with the specific needs of the requesting agency.</p> <p>Our standard method for handling sourced products includes:</p> <ul style="list-style-type: none"> • Providing a formal quote outlining product specifications, pricing, and availability • Ensuring that pricing reflects competitive market rates, with no hidden fees or markups beyond those disclosed in the quote <p>This approach allows Sourcwell members to benefit from Interwest's full product capabilities—beyond the core contracted catalog—while maintaining clarity throughout the procurement process.</p>	*

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 pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Interwest's proposed pricing includes all standard costs associated with product acquisition, including production, packaging, and handling. No additional charges are anticipated beyond the quoted price and any applicable freight or shipping fees.</p> <p>The only exception may be in rare cases where a Sourcewell participating entity requests customized consulting, engineering, or technical support—such as detailed specification or configuration assistance for products like Truck Mounted Attenuators (TMAs) or other specialized equipment.</p> <p>These services are entirely optional, quoted separately, and would only be provided at the customer's request. Any such services would be performed by Interwest personnel or certified technical partners acting under direct coordination with Interwest.</p>	*
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.	<p>For all orders where freight or shipping is not included in the item price, Interwest will provide a clearly itemized freight quote as part of the overall proposal or order confirmation. This ensures transparency and gives the Sourcewell participating entity full visibility into total costs prior to purchase.</p> <p>Key elements of our freight and delivery process include:</p> <ul style="list-style-type: none"> • Freight charges are quoted upfront and are based on shipment weight, size, destination, and delivery requirements. • Interwest selects freight carriers based on cost-efficiency, delivery speed, and reliability, or will work with the entity's preferred carrier upon request. • We offer both standard and expedited delivery options, depending on the urgency of the order and availability of inventory. • Orders are shipped FOB shipping point, unless otherwise negotiated, and all freight terms are disclosed in writing at the time of quote or order confirmation. 	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Interwest is fully committed to serving Sourcewell participating entities located in Alaska, Hawaii, Canada, and U.S. territories, provided that clear shipping arrangements are established at the time of order. Due to the unique logistics and added complexity of servicing these regions, our standard freight policy is as follows:</p> <ul style="list-style-type: none"> • All shipments to these locations are FOB (Free on Board) shipping point, meaning title and responsibility for the goods transfer to the customer at the point of departure from Interwest's facility. • Interwest will coordinate with the customer's selected freight forwarder or assist in identifying a suitable carrier upon request. • A formal freight quote will be provided for all applicable orders, detailing estimated shipping costs, timelines, and delivery terms. • Customers are responsible for customs clearance, duties, taxes, and any other border-related logistics for shipments to Canada or international/offshore destinations. 	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We do not propose any unique or unconventional delivery methods as part of this agreement.	*
70	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.	<p>Interwest is committed to maintaining full compliance with the terms and pricing structure of the Sourcewell agreement. We employ an effective internal self-audit process designed to ensure that Sourcewell participating entities receive the correct contracted pricing and consistent service levels.</p> <p>Key elements of our self-audit and compliance process include:</p> <ul style="list-style-type: none"> • Dedicated pricing files maintained within our software system for Sourcewell and other public contracts, enabling our sales team to easily apply and verify approved pricing • System-enabled quote tracking, which allows us to reference and compare current quotes against historical pricing issued to participating entities • Internal review of outgoing quotes and order confirmations by sales and operations staff to ensure pricing accuracy and proper contract alignment • Regular cross-checks between invoiced pricing and approved Sourcewell rates during our billing and reconciliation process <p>IW services many government contracts and brings that same discipline to the Sourcewell agreement.</p>	*

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.	<p>Interwest approaches each contract with a data-driven mindset and will apply the same internal performance tracking practices to the Sourcewell agreement as we do with our other major government and institutional clients.</p> <p>To evaluate the success of our participation in the Sourcewell program, we will track the following key performance indicators (KPIs):</p> <ul style="list-style-type: none"> • Year-over-Year Growth: Total contract sales volume will be monitored to assess momentum and adoption across Sourcewell participating entities. • New vs. Returning Customers: We will track how many new Sourcewell accounts we engage each quarter, as well as repeat business—helping to gauge satisfaction and retention. • Sales by Product Category: This helps us identify which Solutions are most relevant to Sourcewell members and allows us to adjust marketing or inventory strategies accordingly. • Customer Activity Trends: We monitor entities with declining activity to assess whether follow-up, support, or re-engagement efforts are needed. • Quote-to-Order Conversion Rate: We track how often Sourcewell-related quotes turn into orders to evaluate pricing competitiveness and responsiveness. <p>These metrics will be reviewed regularly by our leadership, sales, and operations teams to identify opportunities for improvement, address service gaps, and ensure we are meeting the expectations of Sourcewell and its participating entities.</p>	*
72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed 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.	Interwest proposes an Administrative Fee of 1.5% payable to Sourcewell on all completed transactions with participating entities utilizing this Master 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.	Interwest is committed to full pricing transparency under the Sourcewell contract. Our pricing file includes list prices, Sourcewell discounted prices, and SKUs for all proposed items. We will update pricing in accordance with contract terms if product lines or list pricing changes. Should Sourcewell or participating entities require additional clarification or custom pricing on large orders, Interwest is always available to support that process.	*

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

Line Item	Question	Response *
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74	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Product Categories Included</p> <p>Traffic Safety Equipment</p> <ul style="list-style-type: none"> • Water-Filled Attenuators • Truck Mounted Attenuators (TMAs) • Trailer Mounted Attenuators • Crash cushions and barrier systems • All products in this category meet or exceed MASH (Manual for Assessing Safety Hardware) standards and applicable DOT certifications. <p>Traffic Control Devices</p> <ul style="list-style-type: none"> • Signage compliant with MUTCD (Manual on Uniform Traffic Control Devices) standards • Sign stands and mounting hardware • Barricades, cones, drums, and other work-zone safety products <p>Barrier Systems</p> <ul style="list-style-type: none"> • Yo Dock® Jersey barriers • Other portable and semi-permanent barrier systems used for crowd control, traffic channelization, and perimeter security <p>Work Zone Accessories</p> <ul style="list-style-type: none"> • Delinator posts, reflective panels, and warning devices • Mounting accessories and bases, hardware kits available by request <p>Custom and Project-Specific Items</p> <ul style="list-style-type: none"> • Interwest can source and supply additional items upon request, including customized or engineered safety components for specific projects. These may be quoted separately as open-market items under the terms of this agreement. <p>Rentals</p> <ul style="list-style-type: none"> • Traffic Safety Rentals for construction projects and other public awareness <hr/> <p>Refurbished Solutions</p> <p>At this time, Interwest offers refurbished Traffic Signals. However, they are based on availability at the time of request. If refurbished items are requested by a participating entity and available in our inventory, Interwest will:</p> <ul style="list-style-type: none"> • Clearly label them as refurbished • Ensure they are fully functional, field-inspected, and compliant with relevant safety standards • Provide custom pricing and full disclosure before order acceptance <hr/> <p>Support & Fulfillment Model</p> <p>All Solutions are:</p> <ul style="list-style-type: none"> • Stocked, picked, and shipped from one of Interwest's five company-operated facilities with brick-and-mortar infrastructure and stocking yards • Supported by a direct Interwest team including territory managers, inside sales, and operations personnel • Delivered FOB shipping point, with clearly quoted freight <hr/> <p>Summary</p> <p>Interwest's product portfolio has been curated to meet the everyday safety, traffic, and infrastructure needs of public agencies and cooperatives across the U.S. and Canada. Our offering reflects a commitment to:</p> <ul style="list-style-type: none"> • Compliance (MASH, MUTCD, DOT) • Durability • Competitive pricing • On-demand fulfillment • Service flexibility <p>We are prepared to scale our offering and inventory in response to Sourcewell member needs, and welcome requests for additional product lines or configurations not currently listed in the core catalog.</p>
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75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>The following subcategories best describe the products and services included in Interwest's proposal under this RFP:</p> <p>Traffic Safety Attenuation Devices</p> <p>Truck Mounted Attenuators (TMAs), Trailer Mounted Attenuators, Water-Filled Barriers</p> <p>Traffic Control Devices</p> <p>Signage (MUTCD-compliant), Sign Stands, Cones, Barricades, Drums</p> <p>Barrier and Channelization Systems</p> <p>Yo Dock® Barriers, Portable and Modular Barrier Systems</p> <p>Work Zone Accessories and Safety Components</p> <p>Delineators, Reflective Panels, Bases, and Hardware</p> <p>Custom and Engineered Safety Solutions</p> <p>Safety Equipment Rentals</p> <p>Specialized product sourcing, engineering consultation (as requested)</p>	*
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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	<input checked="" type="radio"/> Yes <input type="radio"/> No	Additional items available by request or quote www.iwsafety.com	*
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	<input checked="" type="radio"/> Yes <input type="radio"/> No	TMA Devices, both truck and trailer are available in UT, WY, CO, NV, NM, AZ only. Other states we can facilitate through our Valtir Network	*
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)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Additional items available by request or quote www.iwsafety.com	*
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.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Additional items available by request or quote www.iwsafety.com	*
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.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Additional items available by request or quote www.iwsafety.com	*

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 *
	<input type="radio"/> Yes <input checked="" type="radio"/> 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](#) - Item List.xlsx - Tuesday April 22, 2025 15:42:35
 - [Financial Strength and Stability](#) - Interwest Financial Strength.pdf - Tuesday April 22, 2025 15:43:00
 - [Marketing Plan/Samples](#) - IW Safety Marketing Plans.pptx - Tuesday April 22, 2025 15:10:36
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Standard Transaction Document Samples (optional)
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Interwest Product Details.pdf - Tuesday April 22, 2025 15:43:15

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. - david halls, President, Interwest Safety Supply LLC

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	<input checked="" type="checkbox"/>	1
Addendum 3 Roadway Work Zone: Safety and Traffic Management Equipment Mon April 7 2025 07:57 AM	<input checked="" type="checkbox"/>	1
Addendum 2 Roadway Work Zone: Safety and Traffic Management Equipment Fri March 21 2025 11:53 AM	<input checked="" type="checkbox"/>	1
Addendum 1 Roadway Work Zone: Safety and Traffic Management Equipment Tue March 4 2025 03:39 PM	<input checked="" type="checkbox"/>	1