

**MASTER AGREEMENT #122325****CATEGORY: Permanent, Fixed-Message Signage with Related Products and Services****SUPPLIER: Terrabilt, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Terrabilt, Inc., 532 N. State Road, Briarcliff Manor, NY 10510 (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 February 20, 2030, 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 #122325 to Participating Entities. In Scope solutions include:
- a. Public Spaces, Parks and Trails- Signage designed to guide, inform, and educate visitors about the space such as:
- i. Park and trail recreational signage;
 - ii. Monument signs; and,
 - iii. Community welcome marquees.
- b. Building and Facility Signage- Signage used for identification and directional purposes within and outside a building such as:
- i. Wayfinding and informational;
 - ii. ADA-compliant signage (braille and tactile lettering); and,
 - iii. Fire safety and emergency evacuation.
- c. Regulatory and Safety Signage- Signage intended to ensure safety and compliance in a public space or on a roadway such as:
- i. Warning and hazard;
 - ii. Stationary traffic and pedestrian safety systems; and,
 - iii. Mile-markers, speed-limit, civic and rural address and street signage.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may

request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

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

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

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell 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 Sourcwell 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.

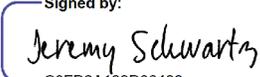
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating 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

Terrabilt, Inc.

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 2/17/2026 | 5:10 PM CST

Signed by:

 DDABAECC09E045D...
 By: _____
 Christopher O’Hara
 Title: Partner
 Date: 2/17/2026 | 2:48 PM CST

RFP 122325 - Permanent, Fixed-Message Signage with Related Products and Services

Vendor Details

Company Name: Terrabilt, Inc.
Does your company conduct business under any other name? If yes, please state: Terrabilt, Inc.
Address: 532 N State Rd
BRIARCLIFF MANOR, New York 10510
Contact: Chris O'Hara
Email: chris@terrabilt.com
Phone: 914-341-1500 2
HST#: 36-4675209

Submission Details

Created On: Wednesday November 05, 2025 01:23:41
Submitted On: Tuesday December 23, 2025 15:42:56
Submitted By: Russell Berger
Email: russell@terrabilt.com
Transaction #: f29fe6ae-bcd9-4b11-b2a3-a147dde4bf76
Submitter's IP Address: 147.243.65.235

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.	Terrabilt, Inc.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes.
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Terrabilt will be solely responsible for offering and performing delivery of Solutions within this Proposal.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 7RTL4 SAM: Q4KKBGZAUSLB7
5	Provide your NAICS code applicable to Solutions proposed.	NAICS: 339950 - Sign Manufacturing 541430 - Graphic Design Services 541490 - Other Specialized Design Services 541420 - Industrial Design Services
6	Proposer Physical Address:	532 N State Road Briarcliff Manor, NY 10510
7	Proposer website address (or addresses):	terrabilt.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):	Christopher O’Hara Partner 532 N State Road Briarcliff Manor, NY 10510 chris@terrabilt.com 914-351-1500 x2
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Christopher O’Hara Partner 532 N State Road Briarcliff Manor, NY 10510 chris@terrabilt.com 914-351-1500 x2
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Russell Berger Design Operations 532 N State Road Briarcliff Manor, NY 10510 russell@terrabilt.com 917-887-9733

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

Line Item	Question	Response *
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<p>11</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>Terrabilt is the result of decades of work in environmental graphic design for parks, recreation and public lands, historic sites, as well as legibility research for both road and park signing (under our previous moniker Meeker & Associates). The name Terrabilt was chosen as it speaks more to our core competencies and current offerings.</p> <p>Our planning and design experience made clear the need for quality signage products and a system that creates, builds, and manages signage programs for the long term—especially in parks and public lands. Terrabilt links the processes of planning, design, procurement management, and maintenance with durable, high quality, sustainable products.</p> <p>We work with local staff and stakeholders to create, implement, and maintain effective wayfinding, interpretive, regulatory and visitor information programs. Our mission is to create quality signage to package resources for the public at a modest life-cycle cost.</p> <p>We are outdoor enthusiasts—hikers, campers, cyclists, walkers, sailors, and anglers—who share an appreciation for the out-of-doors. We know first-hand that good information can enhance the outdoor experience and that displays should complement the environment and be built to last.</p> <p>Having designed signage standards for government agencies, park services, and world heritage sites in the United States, as well as for regional and neighborhood parks, we founded Terrabilt Wayfinding Solutions as a natural extension of our previous experience designing information graphics, maps, and interpretive exhibits.</p> <p>As Terrabilt, we have grown into a complete design-build studio – more than capable of providing complete planning, design, and product development services to accommodate our clients' immediate and long-term goals. Terrabilt has been designing, engineering, and providing sign structures and graphic panels to the National Park Service, U.S. Army Corps of Engineers, U.S. Forest Service, Alberta Parks in Canada, regional park districts and private clients since inception. Over the years, Terrabilt has designed and shipped thousands of sign structures and panels to customers across North America and as far as a U.S. territory in Asia.</p>	<p>*</p>
<p>12</p>	<p>What are your company's expectations in the event of an award?</p>	<p>Terrabilt is excited at the opportunity of being awarded a contract with Sourcewell in order to bring current and potential customers the ability to fulfill their current and future their signage needs without the arduous process of going to bid. We foresee the streamlining of the process that the Sourcewell cooperative agreement provides for both client and Terrabilt to be a win-win. Sourcewell's large customer base can put their best efforts toward creating their own sustainable, modular sign system with a supplier vetted by Sourcewell, all the while knowing they are getting the best product, the best service, and the best pricing available to them – or anyone else – from Terrabilt. By utilizing Sourcewell's shortened procurement process we hope to speed up the inquiry-to-delivery window that a lot of our government customers have to wrestle with. We look forward to building new relationships with Sourcewell's customer base – whether they are current customers or future ones...</p>	<p>*</p>
<p>13</p>	<p>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>	<p>Please find attached our most recent financial statement demonstrating our financial strength and stability.</p>	<p>*</p>
<p>14</p>	<p>What is your US market share for the Solutions that you are proposing?</p>	<p>Market share data for permanent, fixed-message signage is generally difficult to isolate, as the industry is fragmented and highly localized. Due to the nature of the traditional signage industry – and the fact that in the past – a lot of parks and government agencies would have created their signage internally using traditional wood for their structures (requiring a lot of maintenance over their limited life spans), precise market share for individual companies is not centrally tracked in publicly available market reports.</p> <p>From our market research, as far as we know Terrabilt is the only designer and manufacturer of sustainable signage systems made from structural-grade recycled plastic lumber incorporating a modular graphic panel and accessory system. Many of our now-customers – when first reaching out to us – have commented that they have never seen anything comparable. Our solutions are not only semi-custom, but truly different from what's readily available, so we'd be hard-pressed to say anything other than we are the only wayfinding solution in our category... We have helped many park systems throughout the US upgrade their park-wide signage and are expecting agreements with two more large park systems to be finalized in early 2026.</p>	<p>*</p>

15	What is your Canadian market share for the Solutions that you are proposing?	We have a great relationship with the Alberta Parks and Protected Areas of Canada from developing the sign standards program for it. We do not have a large reach in the Canadian market and we are looking forward to expanding it with the added access the Sourcewell awarded contract will provide.	*
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.	Terrabilt (and any Responsible Party) has never been involved in any bankruptcy proceedings. We acknowledge the requirements to notify Sourcewell in writing should we enter into bankruptcy proceedings at any point during the pendency of this RFP evaluation.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) Terrabilt is a design/build studio and shop – both manufacturer and service provider – designing, engineering, and producing the structures, as well as providing an array of planning, mapping, and graphic design services to our clients. As we are a full-service, one-stop shop – no dealer network, no outside sales or service force – the people that have designed the structures are the same people that will be your points of contact pre-sale, during manufacturing, and after installation. When you contact us – whether by phone, email, or website link, the people responding will be a member of our team that is intimately knowledgeable with our product, our process, and requirements and roadblocks that many of our clients can face – as well as having the experience to help navigate them effectively.	*
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.	Although not required, Terrabilt's structural lumber has received Green Circle's Recycled Content certification.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Terrabilt (and any Responsible Party) has never been involved in any debarments or suspensions. We acknowledge the requirements to notify Sourcewell in writing should we enter a debarment or suspension status at any point during the pendency of this RFP evaluation.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Terrabilt has not received any awards relevant to this RFP within the past five years, however, our work has been awarded for solutions that effectively stood the test of time: Our work has received a number of design awards: Two Presidential Design Awards from the National Endowment for the Arts (NEA); Two Merit Awards, and the 2015 Fellows Award from the Society for Experiential Graphic Design (SEGD); Placement in the Centennial Collection of the American Institute for Graphic Arts (AIGA); Placement in the 2010 Triennial, the 2012 Color Show and the permanent collection (Smithsonian Institution Design Collection) of the Cooper Hewitt National Design Museum (CHNDM); Two research projects developed by our studio were peer reviewed, presented and published by the Transportation Research Board of the National Academy of Sciences.	*
21	What percentage of your sales are to the governmental sector in the past three years?	In the past three years, over 90% of our sales have been to government and regional/local park agencies, or special park districts including the National Park Service, U.S. Fish & Wildlife Service, Corps of Engineers and Toledo MetroParks. We've just added another park system in Ohio and are in the process of finalizing agreements with park systems in both Maryland and Pennsylvania.	*
22	What percentage of your sales are to the education sector in the past three years?	Approximately 5% of Terrabilt's sales have been to the education sector over the past three years and we have been seeing an uptick in 2025.	*
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?	We do not hold any cooperative purchasing agreements at this time and are excited to make our foray into this opportunity with Sourcewell.	*
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?	We have recently signed a Blanket Purchase Agreement (BPA) with the Department of Interior / U.S Fish & Wildlife Service which has not produced any sales as of yet.	*

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 *	
Toledo Metroparks	Valerie Juhasz, Marketing Manager	(419) 407-9730	*
Yellowstone National Park	Ivan Kowski, NPS, Backcountry Trail Manager	(307) 344-2165	*
Wildlands Conservancy	Michael Hock, Preserve Manager	(610) 965-4397 x132	*

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.	Terrabilt’s sales force are the same people that will be involved from initial customer contact throughout the completion of the project. The four members of our team who handle sales are located in the Northeast – specifically New York and Connecticut. We travel to trade shows all throughout the United States during the year.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	In addition to the internal Terrabilt team, our manufacturing partners have a far and wide reach and they have been very happy to recommend us to their customer base as well. In our years working with them, we’ve found the park world to be a tight-knit community and word gets around. Word-of-mouth from our current customers as well as park staff visiting other parks and seeing our structures in the wild, then either speaking to park staff directly or by utilizing our QR-coded badge and reaching out have been working as a mini-sales force as well.	*
28	Service force.	Terrabilt’s service force are the same people that will be involved from the beginning through to project completion. The three members of our team who handle service are located in the Northeast – specifically New York. Two of our team crossover into sales, so the person who is dealing directly with customers – whether prospective or long-standing, in a sales or service capacity – will always be knowledgeable and equipped to handle any request headed their way.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Terrabilt’s numerous offerings are not only unique to the industry, they are also either semi-custom or custom-designed and built to our customers’ requirements. The typical ordering process looks like this: - A customer will contact us either by website link, email or a direct phone call. - We schedule a phone call to discuss our process, their requirements – as well as their options – and how we may be able to best help them. The knowledge customers gain over our brief conversation is far better than just simply sending an email reply with a ballpark cost. This approach leaves no questions as to what the customer requires, what they can expect – both in deliverables and the level of communication throughout the process. They not only appreciate, but have commended us for the amount of time and guidance we afford them in just that one initial call. - Following the call, Terrabilt creates an estimate for the product and services discussed, with all approximate costs clearly defined. - Once the estimate is approved, we confirm all billing and shipping information, as well as timelines and any special circumstances or requirements, and an invoice is generated. - We create an approval packet (PDF) consisting of elevations, individual graphic panels and layout, and all pertinent information that the customer will sign off on before moving ahead. - When we receive the signed approval packet and required deposit, the order is placed into production, and of course, we are updating our customer at the different stages along the way.	*

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>Our products are all designed in-house so we have a complete and intimate knowledge of all components, how they can be best implemented, and how they are assembled and installed.</p> <p>Since Terrabilt's service force is also in-house, any request will be expertly handled directly with members of our team. Whether it be pre-purchase, pre-install, during actual install, or after the sale – our top-level people are only a phone call or email away. We answer requests the same day or next day, and keep a supply of extra parts on hand if something should arise.</p> <p>Printed, step-by-step detailed assembly and installation instructions are provided for every item of every order. If a question of how our product is assembled or installed is not clear to the end user, the Terrabilt team are available via a phone call to discuss any concerns and guide our customer to an appropriate solution. Not only does this direct contact assist the customer, it provides us the opportunity to fine tune our manuals to make assembly and installation as easy as possible for the future customer.</p> <p>If by chance a part of a structure arrives damaged, we will send any in-stock replacement part out by the next day. If it's a non-stock item, the replacement order is placed into the manufacturing cue immediately. Our custom orders do generally have longer lead times, but we have incredible relationships with our manufacturing partners, and can usually sneak in a part replacement to get it to our customer asap.</p>	*
31	Describe your process for reviewing and adhering to state and local regulations related to the solution(s) you are proposing.	<p>Typically our products do not fall within the jurisdiction of state or local regulations – as most signs beyond the immediate entry road do not require any specific compliance.</p> <p>When we do provide regulatory traffic signs on the properties, we adhere to the standards found within the Manual on Uniform Traffic Control Devices (MUTCD) regarding shape, size, color and mounting height.</p> <p>When monument signs are installed, we work with the purchasing organization as they obtain all permits and/or approvals to install at the desired location.</p> <p>If one of Terrabilt's standard structures/signs is the appropriate solution, the customer can be assured that it meets engineering criteria for their location. If a custom design is opted for, we have the means to provide an engineered solution to meet that need as well.</p>	
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>We are more than capable – and looking forward to – providing both our products and services to Sourcewell participating entities. We have been providing these products and services for more than 15 years as Terrabilt, and 40 years as Meeker & Associates (our previous moniker).</p> <p>If we are awarded a Sourcewell agreement, we feel it would make the process for many organizations to get quality signage products and design services a smaller mountain to climb by eliminating the costly and lengthy process of putting these types of projects out for bid.</p>	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>We are happy to work with and provide products and services to Sourcewell participating entities – whether in the US or Canada. As a matter of fact, we have worked with Alberta Parks to create the design standards for Alberta Parks and Protected Areas in Alberta, Canada.</p>	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>There are no geographic areas of the United States or Canada that Terrabilt is unable or unwilling to service under the proposed Sourcewell agreement.</p>	*
35	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>We do not envision any Participating Entity not having full access to our Solutions. We look forward to working with any and all that feel our product and services will be of value and benefit.</p>	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>As we are equipped to handle logistics to these areas, there are no specific requirements or restrictions that would limit Terrabilt's ability to serve participating entities in Hawaii and Alaska or the U.S. Territories under the Sourcewell agreement.</p>	*
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	<p>Terrabilt currently works with nonprofit entities and will be happy to extend the terms of any awarded master agreement to Sourcewell participating non-profits as well.</p>	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
38	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.	Terrabilt will gladly add the Sourcewell logo and award contract number to all of our customer-facing marketing materials including our website, trade show booth, informational brochures, flyers, print and digital advertising (examples attached). If awarded, we will also create a linked page on our website dedicated to our Sourcewell agreement and promoting the benefits Sourcewell brings to both Terrabilt and our customers.
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Terrabilt employs SEO that has consistently kept our website on the first page of results when searching for our product categories. We are considering adding some social media aspect to our marketing strategy for some of our more custom projects in the future – for instance, we have created a custom life jacket stand for a client and we have talked about showcasing the entire process on social media to increase awareness of our capabilities.
40	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 look forward to working with Sourcewell in promoting cooperative purchasing opportunities and all that it could bring...</p> <p>Our view of Sourcewell's role in promoting Terrabilt's agreement could include:</p> <ul style="list-style-type: none"> - Increasing awareness of Terrabilt's awarded contract and capabilities through Sourcewell's vendor portal. - Referring Sourcewell members to our vendor page, which will allow members to contact us directly, as well as review our master agreement. - Guiding us in the best ways to utilize our cooperative agreement – both for us and how we can educate our prospective and current customers on the benefits of cooperative purchasing through Sourcewell. <p>We would integrate our awarded agreement with Sourcewell in our sales process by:</p> <ul style="list-style-type: none"> - Promoting the contract through our website, trade show booth, informational brochures, flyers, print and digital advertising. - We will inquire during our initial phone conversations if prospective customers are members of Sourcewell – and promote the added benefits (timeline efficiency, cost effectiveness, etc.) of being so if not. <p>We are also open to working with Sourcewell in any other capacities afforded to us. For instance, we can have joint education sessions for participating entities, and we're open to discussions on anything else Sourcewell deems appropriate for us to be involved with.</p>
41	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>Terrabilt's products and services are custom in nature – so we do not currently offer online ordering through our website. Most of our structures are not only custom by design and format, they may also require site planning, concept and graphic design, mapping, etc. An online ordering experience would not cover the wide array of offerings and would prohibit our customers from leveraging our decades of experience and guidance that can really enhance their project's end result.</p> <p>We do work with government agencies and educational customers and can adapt to the special procurement needs of these sectors. Terrabilt works with our customers so that at the end of the day – requirements are met, protocols are followed, and the process from initial ordering to final payment is streamlined for all involved.</p>

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

Line Item	Question	Response *
42	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Terrabilt's unique modular system is well documented on our website and we provide all the necessary information and tools required to use it effectively – both in our provided manuals and in pre-purchase discussions over the phone. All of Terrabilt's structures come with assembly and installation manuals in both printed and pdf formats.</p> <p>Although we don't offer formal training as a service, we are happy to spend time guiding our customers through the assembly or even inform them of possible shortcomings or areas to be aware of in their provided artwork. We do not charge for this service as it is part of our overall commitment to having a well-informed, satisfied (and repeat) customer.</p>

<p>43</p>	<p>Describe in detail your warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response.</p>	<p>- Terrabilt provides a 1-year warranty against faulty craftsmanship on all structures and signage sold. - Terrabilt's low-maintenance, structural-grade lumber is a recycled product with a 50-year warranty. - Terrabilt's two most popular modular graphic panels – Fused Image Aluminum (FIA) and High Pressure Laminate (HPL) – are warranted against fading, edge delamination, and surface oxidation for 10 years. - At a customer's request, we can also offer Vinyl on Aluminum (VOA) graphic panels carrying a 7-year warranty against the same conditions.</p> <p>If at any time a customer needs to make a warranty claim, they have to just call us directly. We will ask for a description of the issue and request a photo. We will confirm the issue meets the guidelines and is within the warranty period and then process a replacement immediately. This is not a prorated warranty – once qualified, the replacement will be sent at no charge to our customer – Terrabilt will even cover shipping and handling.</p>
<p>44</p>	<p>Describe whether any of your products are weather-resistant or have attributes which enable them to remain durable in unfavorable conditions (UV-resistant, anti-graffiti coatings, rust-proof, etc.).</p>	<p>Terrabilt's designs have always been fabricated with longevity high on the list of desired attributes...</p> <p>Engineered to Last Our structures and signage are manufactured from structural plastic lumber warranted for 50 years under normal use. Engineered to withstand extreme wind and snow loads, our structures need little maintenance– never require painting nor staining, are insect-, critter-, and fungal-resistant, and are impervious to string trimmers. They will not split, splinter, nor check. Structural members and roof material have a low-luster, mottled surface texture that blends seamlessly with their surroundings and will not leach harmful chemicals into the environment. In case of graffiti, standard cleaning products can be used.</p> <p>Hardware and Points of Connection Terrabilt kiosks are built with long-lasting corrosion-resistant connections in mind, contributing to the weather resistant capabilities of your structure over the long life of its installation. Fasteners are either hot-dipped galvanized or stainless steel. Brackets, baseplates, and retainers are either powder coated aluminum or hot-dipped galvanized steel as well.</p> <p>For some real-world context, here is a quote from the project's landscape architect about our kiosk installed in a flood zone that gets totally submerged repeatedly:</p> <p>"The Terrabilt 2-Post Mini Kiosk...has performed well for us especially in conditions such as at Winton Lake where it has gone under water many times since being installed. I am currently working on improvements at another location that is flood prone and plan to install this product there as well."</p>
<p>45</p>	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>Terrabilt's modular system of graphic panels and accessories – paired with our patented retainer system – eliminates unsightly bolts while increasing the area that can be utilized for important information in a smaller footprint. We've designed these powder-coated aluminum retainers to not only be more aesthetically pleasing, but also tamper-resistant to prevent the removal of panels by unauthorized persons.</p> <p>Our modular system is designed to allow multi-panel displays to be viewed as a cohesive unit, empowering the end-user to replace individual portions of the display when necessary. This is a more cost-effective and environmentally-friendly solution than having to replace an entire structure's large graphic panel. This system is utilized throughout Terrabilt's product line, with a myriad of mounting configurations and layouts that can change easily as signage needs change over time.</p> <p>Modular Display System Our modular approach allows posting of a single panel, multiple panels, and/or accessories – bulletin boards, bulletin cases, and brochure holders – all on the same receiver panel. Our mounting system allows the end-user to switch out only a small graphic or accessory module instead of having to replace the entire display – great for seasonal postings, trail closures, rule and reg changes, etc. Additionally, if your informational needs happen to change down the line, your entire layout can easily adapt right along with it, since all receiver panels come artwork-ready for any configuration within the system.</p> <p>Retainer System The patented Terrabilt retainer system utilizes precision fitment of retainers and panels/accessories with tamper-resistant screws to form a secure, vandal-resistant assembly. Replacing the all-too-common bolts awkwardly placed through the panel – our retainers create an uninterrupted flow of artwork and information for viewers.</p>

46	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>From its inception, Terrabilt has practiced "green" initiatives whenever possible...</p> <ul style="list-style-type: none"> - We utilize green manufacturing to produce structures with 93% post-consumer or recycled post-industrial content. Lumber components are structurally reinforced recycled HDPE (high density polyethylene) combined with UV-stable colorants and fiberglass strands throughout. - Terrabilt's FIA and HPL panels utilize green manufacturing and printing processes which are solvent-free and void of VOCs (Volatile Organic Compounds). - Additionally, we direct ship from our manufacturing partners to reduce our carbon footprint and its effect on the environment.
47	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>Green Circle Certified, LLC certifies that independent, third-party evaluation has been conducted for our Fiber Reinforced Lumber product, and that it meets all the necessary qualifications to be certified for the following claims: 93% recycled content with minimum 31% recycled pre-consumer content and minimum 62% post-consumer content and is classified as a sustainable solution.</p>

<p>48</p>	<p>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>	<p>Terrabilt is a full-service, planning, design, fabrication, and problem solving company that provides long-lasting, sustainable, modular signage systems that are designed to inform and educate now and far into the future.</p> <p>Design Services, Mapping and Planning Terrabilt is a full-service design studio capable of providing any and all design, planning, and mapping services required– from individual sign panels to system-wide graphic standards as well as on- or off-site mapping and planning. Our years of designing sign standards for government agencies, regional parks and other locales is our footing. Whether it be designing an identity, a graphic panel for a kiosk, or creating a new structure to solve a client’s particular need, we are all in at every level.</p> <p>Sustainability Terrabilt is the only comprehensive sign system that is truly sustainable. Built with a majority of reclaimed materials (structures and sign panels), most parts can also be reclaimed when discarded – preventing any unneeded waste in landfills down the line. We utilize green manufacturing to produce structures with 93% recycled content. Lumber components are structurally reinforced recycled HDPE (High Density Polyethylene) combined with UV-stable colorants and fiberglass strands throughout. We direct ship from our manufacturing partners to reduce our carbon footprint and its effect on the environment.</p> <p>Engineered to Last Our kiosks and signage are manufactured from structural plastic lumber warranted for 50 years under normal use. Engineered to withstand extreme wind and snow loads, our structures need little maintenance– never require painting nor staining, are insect-, critter-, and fungal-resistant, and are impervious to string trimmers.</p> <p>Assembly and Installation Kiosks and signage are designed for easy installation by public works staff or local contractors as we provide templates and detailed instructions for efficient assembly and installation. Of course Terrabilt staff is only a phone call or email away to provide guidance prior to – or during – assembly.</p> <p>Modular Display System Our modular approach allows posting of a single panel, multiple panels, and/or accessories – bulletin boards, bulletin cases, and brochure holders – all on the same receiver panel. Our mounting system allows the end-user to switch out only a small graphic or accessory module instead of having to replace the entire display – great for seasonal postings, trail closures, rule and reg changes, etc. Additionally, if your informational needs happen to change down the line, your entire layout can easily adapt right along with it – since all receiver panels come artwork-ready for any configuration within the system.</p> <p>Retainer System The patented Terrabilt retainer system utilizes precision fitment of retainers and panels/accessories with tamper-resistant screws to form a secure, vandal-resistant assembly. Replacing the all-too-common bolts awkwardly placed through the panel – our retainers create an uninterrupted flow of artwork and information for viewers.</p> <p>Graphic Panels Terrabilt’s high fidelity HPL (High Pressure Laminate) and FIA (Fused Image Aluminum) panels utilize green manufacturing and printing processes which are solvent-free and void of VOCs (Volatile Organic Compounds). Both HPL and FIA graphic panel modules have an anti-graffiti, anti-abrasion, UV-protected surface that is easy to clean using the recommended products and are warranted against fading, edge delamination, and surface oxidation for 10 years.</p> <p>Accessories Terrabilt offers bulletin boards, bulletin cases, and brochure holders that fit within our modular system. ...and If there’s an accessory that you’d like to add (snake-tongs holder anyone?) – we can custom-design that for you too.</p> <p>Custom Solutions “Can we...” Have an idea you’d like to produce? A problem that needs to be figured out? Implement our experience and expertise – challenge us!</p> <p>What sets Terrabilt apart from others is our ability to provide not only physical signs and structures, but all the associated services needed to take an idea from thought to fruition – all from one source. All of our products are designed and engineered in-house, setting the standards for both form and function. Terrabilt’s custom and semi-custom solutions are more than a sign on a pole or a kiosk with an off-the shelf bulletin board attached to it. We have spent years and years of designing, engineering, and refining our products and process to provide not only aesthetically pleasing, but sustainable, low-maintenance, modular solutions to everyday signage needs.</p>
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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>Terrabilt offers flexible payment terms tailored to the specific products or services provided:</p> <ul style="list-style-type: none"> - Products and services require a 50% deposit upon order approval with the balance due after the product has shipped – Net 30. - Larger design projects like entire park systems will require a deposit and can then be invoiced monthly based on work completed or milestone achievements agreed upon by all parties. <p>We accept a variety of payments including checks, ACH, credit cards and P-cards to ensure convenience and compliance with customers' procurement policies.</p>
59	Describe any leasing or financing options available for use by educational or governmental entities.	Terrabilt does not currently offer any leasing or financing options.

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>Terrabilt utilizes standard estimate and invoices, as well as custom approval sheets for each job and project. We will gladly upgrade these documents with Sourcewell-specific information if/when a Sourcewell agreement is awarded.</p> <p>A sample document named Terrabilt_Sourcewell Approval Sample_2025.pdf has been uploaded in the document section.</p> <p>Every customer receives an approval document outlining the details with a clear elevation drawing along with individual graphic panels. Terrabilt requires the customer to review, (make change requests if needed) and return the signed and dated approval sheets to release the order into production.</p>	*
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Terrabilt accepts P-card procurement and payments with a standard transaction processing fee not to exceed 3%.	*
62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Terrabilt's structures and signage – as well as all of our content development and design services – are custom designed to fit the needs of each individual customer and are priced on a project basis...</p> <p>For our structures and signage, we have uploaded document "Terrabilt_Sourcewell Structure Options and Pricing_2026.pdf" – in an easily identifiable visual format to help determine appropriate structures/signs by size, price ranges, available number of graphic panel sizes, and mounting options for our most popular semi-custom products.</p> <p>We have listed both the MSRP and 'SW26" pricing, which is Terrabilt's 5% discount from the MSRP price for all orders up to \$99,999. All orders through Sourcewell above \$100,000 will receive a 10% discount from stated MSRP pricing.</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.	The pricing offered in the pricing proposal represents the 5% discount from MSRP for orders up to \$99,999 (orders placed of \$100,000 and above will receive 10% discount from MSRP).	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	Terrabilt is pleased to offer Sourcewell members a 10% discount from MSRP on all orders placed of \$100,000 and above.	*
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.	Generally, Terrabilt creates everything that we offer to customers. If there is an item or service that is beyond our capabilities, we will supply a quote for each such request as each case is different and determined by multiple factors.	*
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.	The only additional cost that a customer may have is the labor for installation. Most government agencies such as parks and preserves have public works staff that can easily install our signs and structures as we provide templates and detailed instructions for efficient assembly and installation. Of course Terrabilt staff is only a phone call or email away to provide guidance prior to – or during – assembly.	*
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>Sourcewell participating entities will receive a shipping and handling estimate as a line item on their initial estimate – clients are billed for actual shipping and handling charges – we do not mark them up.</p> <p>We request multiple quotes from our network of trusted carriers in order to deliver our product in the most reliable and cost effective way possible.</p> <p>Terrabilt works with clients to accommodate any delivery requirements, such as lift-gate, loading dock, governmental tariffs, etc., as well as making appointments with the receiving party the default standard with our shipping partners to prevent missed deliveries which can incur costs and throw off project timelines.</p>	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We treat shipping to US territories and Canada as we do all our US-based customers – we will provide shipping and handling estimates from the start and work with our customers and shipping agents to navigate any customs and logistics necessary.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Terrabilt direct ships from our manufacturing partners to reduce lead times and cost to our customers, with the added benefit of reducing our carbon footprint.	*

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>In addition to clearly marking every document having to do with a Sourcewell-based project (POs, job tickets, approval packets, etc.) with an 'SW', our entire staff will be trained and responsible for making sure Sourcewell jobs are priced and recorded properly.</p> <p>Along with our normal sales reports, we will produce a separate report specifically to track Sourcewell jobs and to assure that participating entities receive the proper pricing.</p> <p>Prior to the end of each quarter, our bookkeeper will review our Sourcewell stats with us to confirm that the appropriate pricing was offered and prepare to remit the corresponding administrative fees for all completed, paid-in-full jobs.</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>- Sales Revenue and Quantity of Transactions We will review Sourcewell-based sales quantity and revenue monthly, quarterly, and annually. We can assess and compare the quantity of projects and \$ amount of these projects to our non-Sourcewell sales – both at the time of the report and from previous non-Sourcewell years during the same time period. Once some time has passed, we should be able to have a better idea of how the Sourcewell cooperative agreement has been effective in increasing both of these metrics.</p> <p>- Active Leads Terrabilt tracks prospective jobs, contacts, etc. and this will be another metric that we monitor – seeing how many Sourcewell-based leads become active jobs. We expect to have a higher percentage of Sourcewell-based inquiries become active projects when compared to non-vetted customers "browsing."</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.	Terrabilt proposes an Administrative Fee of 1% of gross sales on all completed transactions with Sourcewell Participating Entities utilizing this Agreement. This fee will be payable to Sourcewell in accordance with the reporting period and submission requirements defined in the agreement as consideration for the support and services provided by Sourcewell.	*

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.	Terrabilt is pleased to offer Sourcewell members a 5% discount from MSRP on all orders placed up to \$99,999 and a 10% discount from MRSP on all orders placed of \$100,000 and above.

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

Line Item	Question	Response *
74	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Product Solutions Based on Structure Type:</p> <p>Terrabilt products are designed to stand up to the rugged outdoors of park, preserve and trail environments showcasing all of your information in sustainable, aesthetically-pleasing structures that are warranted for 50 years with very low-to-no maintenance. Our modular system of graphic panels and accessories – securely fastened by Terrabilt's patented retainer system – provide years and years of flexibility to your informational signing program.</p> <p>Trailhead Kiosks (4 Sizes) - Mini, Standard, Double-Standard, and Classic Our kiosks are perfectly scaled for trailheads, campgrounds, and swimming areas alike. The roof provides cover from both rain and the sun's glare. Modular graphic panels and accessories can be mounted to one or both sides of the structure, welcoming visitors to your park, preserve or trail.</p>

Visitor Center

This design took shape in the mid-2000s when USFW Service elected to close their visitor center buildings on the weekends for economic reasons. The goal was to still be able to connect and provide information to their visitors even when there was no staff available. Our Visitor Center allows for up to four internal viewing areas protected from elements and four more on the outside providing up to 96 square feet of viewing area between the inside and out.

Double Post Outboard

Our modern, roofless structure is a simpler way to present your information – perfectly scaled for urban parks, campgrounds, or anywhere a roofed structure is not necessary. Modular graphic panels and accessories can be mounted to one or both sides of the structure, informing and guiding visitors all throughout your property.

Double Post Inboard

A typical structure most commonly used for vehicular and pedestrian guidance within a park or trail setting. Similar to the Double Post Outboard structure but often used as a single sided structure with a single panel or horizontal modules that can be changed out if needed.

Single Posts

The single post sign assembly becomes the workhorse for most sign programs. Terrabilt offers a wide selection of standard panel sizes to accommodate common applications in single panel and modular assemblies – both single and double sided options. Special panel shapes are available and unique shapes can be developed upon request.

Interpretive Exhibit

This double post design allows the cantilevered panel to float in a frameless – but very stout - assembly. Terrabilt offers all common wayside exhibit panel sizes. Our structural plastic lumber posts are great for all conditions and are especially ideal for wetlands as embedded posts are not affected by moisture. Terrabilt can also provide a variety of custom fabricated metal bases for mounting on stone retaining walls, wood railings, and at nature viewpoints.

Narrow Profile

This stout assembly has a small footprint – but can take on an important role in park and trail signing. Narrow profile assemblies are used for trail guide signs, mile markers, site specific warnings on trails, parking control delineators, boundary markers and campsite identification using Terrabilt's changeable message design. Panels are mounted slightly inset from the edge of the post to protect the graphic and create a clean, tailored look. Each post can display 1 to 3 panels per side.

Waypoint / Mile Marker

The Terrabilt waypoint was designed to identify one-tenth mile or one-quarter mile increments along walking/hiking and bike trails. Color-coded and named graphic panel secured on each side of the post corresponds with the same location marked on the trail map serving as both hiker/biker guidance and locator in case of an emergency response.

Wall Mount

Terrabilt panels are easily mounted on flat vertical surfaces. This may be as small as an 8" x 12" door identifier to a large 64" x 36" panel mounted to the interior or exterior wall of an orientation center or other area where park and trail visitors gather. Panels are attached using a our receiver panel that allows for adjustments when mounting on uneven surfaces. Displays with modular panels allow staff to conveniently change information appropriate for each season or efficiently upgrade a fee sign across a park. May also be adapted to mount on chain link fences.

Monolith or Monument

One of the first signs the visitor sees when arriving at a park or trail, this sign should set the tone for the rest of their experience. Terrabilt LF-Series and Hanging ID were developed as clean-lined entrance signs. If the park system is large and is looking for a design that will work throughout their system, these are perfect. If a unique entrance sign for each park is preferred, Terrabilt can help create those solutions as well.

Flag Style (Small, Medium Large)

Large Flag signs are traditionally seen as double-sided and are oriented perpendicular to the road. The overall size can be smaller than a monolith or monument sign because it sits closer to the road and generally has a clear, uninterrupted sightline. The Terrabilt classic flag design is classically proportioned, allowing for panels in three sizes depending on desired panel layout.

Medium Flag signs are primarily used to identify an area, trail or facility within a park. These are often double-sided capturing audiences in more than one direction. They are ideal for use in congested spaces or where there may be crowds gathered which would impede the viewing of a low mounted sign.

Small Flags are site specific and often used to identify a facility or area with a simple yet effective mounting style.

Changeable Message (ex.: Reserved or Available)

Many park systems have picnic shelters in one or more of their parks. When these shelters are used for private gatherings, the park is responsible for informing visitors if a particular shelter is reserved or available. Terrabilt has developed a few different products over the years that allow park staff to change the message on their shelter signs without the use of special keys or locks. Also a favorite of campgrounds for individual campsites to prevent confusion or altercation.

Custom

Terrabilt product offerings began with the basic need to sign a park facility. We look at each and every touchpoint of the visitor and asked ourselves what solution would work best "here"? Over the years we have added structure types based on form, function, and need. If we come across a circumstance that is not being fully met by one of our current structures, we dig in and develop a solution that is more befitting. We love the challenge and welcome the opportunity to add our customers problems to our arsenal of solutions.

<p>75</p>	<p>Describe additional services you are proposing such as assembly, installation, design, maintenance, repair, and delivery.</p>	<p>Additional Services:</p> <p>Design Services Terrabilt can work directly with our customers to provide a full array of design services– from graphic design of individual panels, to developing the entire sign standard and accompanying manuals for an entire park system. Our foundation stems from more than 40 years of providing design solutions for our customers – whether a large government institution, or a small local business. All of our different experiences signing for these environments has made us experts in the field of communication design – essential for informing, instructing, and guiding visitors within park spaces and the like. Along with Terrabilt’s modular approach to signing, our design philosophy provides a more thoughtful approach that engages visitors, encouraging them to learn and explore what every place has to offer.</p> <p>Planning Services Overall sign programs are only as strong as they are accurate and let’s face it– viewable. That’s where planning comes in– there’s more to a great sign program than installing signs without surveying the system as a whole. The sign plan is the document that starts to bring the project into perspective: How many signs do we need? What sign types? How much will we need to budget? We can conduct on-site mapping and planning visit(s) or we can work directly with park staff and prepare an initial planning document developed from materials provided in order to dictate what a visitor will see from the time they arrive at the park until the time they find – through the use of proper signing – the exit and leave, and everything in-between. Whether that’s by foot, by bike, or by car– all bases will be covered.</p> <p>Map Design If there is a single visual element central to a wayfinding program, it is the park or facility map. At a park’s entrance, trailhead, or a campground, a well-designed map orients, guides, and directs visitors to areas of interest, exhibits, safety, etc. Every park is different– the surroundings, features, and size of the park, trail, or preserves impact the final design and is all taken into consideration when designing a map that will endure. For all maps, we gather relevant GIS data from local, state, and federal resources along with GPS and other sources to check maps against existing features and conditions, creating final maps that are not only reliable, but aesthetically pleasing and easy to follow.</p> <p>Industrial / Product Design We thrive on finding real world issues and solving our clients’ challenges with unique, clever design solutions meant to last. Working with our clients to develop new products that fill a void in the marketplace is something we are always happy to explore. Some examples that have come to fruition are our Rail to Trail Kiosk and Life Jacket Loaner Stand.</p>
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76	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Terrabilt's strength is in the diversity of our offerings. Some subcategories that can also describe our products and services related to the RFP categories of Solutions are:</p> <p>Products:</p> <ul style="list-style-type: none"> Entrance Signs Trail Signs Trailhead Kiosks Identification Signs Instructional Signs Orientation Signs Safety Signs Regulatory Signs Waypoints Fee Signs Traffic Signs Street Name Signs Fingerboard Signs Semi Permanent Signs Changeable Message Signs Interpretive Exhibit Signs Pedestrian Guide Signs Vehicular Guide Signs Pedestal Signs Custom Signs Logo Signs Building Signs Bulletin Cases Bulletin Boards Brochure Holders Site Amenities Park Benches Bike Racks Life Jacket (PFD) Stands <p>Services:</p> <ul style="list-style-type: none"> Mapping Services Graphic Design Services Sign Planning Services Sign Standards Design Sign Product Development
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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	Subcategory	Offered *	Comments
77	Public Spaces, Parks and Trails- Signage designed to guide, inform, and educate visitors about the space such as:		<input checked="" type="radio"/> Yes <input type="radio"/> No	Mini, Standard, Classic, and Double-Standard Trailhead Kiosks, Visitor Center, Double Post Outboards, Double Post Inboards, Interpretive Exhibits, Single Post, Narrow Profile, Waypoint Mile Marker, Wall Mount, Finger Board, Traffic, Cruciform, Flag, Classic Flag, Hanging ID, Flex, and LF Series as well as Custom Solutions such as Changeable Message Signs and Life Jacket Loaner Stands.
78		Park and Trail Recreational Signage	<input checked="" type="radio"/> Yes <input type="radio"/> No	Mini, Standard, Classic, and Double-Standard Trailhead Kiosks, Visitor Center, Double Post Outboards, Double Post Inboards, Interpretive Exhibits, Single Post, Narrow Profile, Waypoint Mile Marker, Wall Mount, Finger Board, Traffic, Cruciform, Flag, Classic Flag, Hanging ID, Flex, and LF Series as well as Custom Solutions such as Changeable Message Signs and Life Jacket Loaner Stands.

79		Monument Signs	<input checked="" type="radio"/> Yes <input type="radio"/> No	Flag, Classic Flag, Hanging ID, LF Series, as well as Custom Solutions.	*
80		Community welcome marquees	<input checked="" type="radio"/> Yes <input type="radio"/> No	Mini, Standard, Classic, and Double-Standard Trailhead Kiosks, Visitor Center, Double Post Outboards, as well as Custom Solutions.	*
81	Building and Facility Signage- Signage used for identification and directional purposes within and outside a building such as:		<input checked="" type="radio"/> Yes <input type="radio"/> No	Double Post Outboards, Double Post Inboards, Interpretive Exhibits, Single Post, Narrow Profile, Waypoint Mile Marker, Wall Mount, Finger Board, Cruciform, as well as Custom Solutions	*
82		Wayfinding and Informational	<input checked="" type="radio"/> Yes <input type="radio"/> No	Mini, Standard, Classic, and Double-Standard Trailhead Kiosks, Visitor Center, Double Post Outboards, Double Post Inboards, Interpretive Exhibits, Single Post, Narrow Profile, Waypoint Mile Marker, Wall Mount, Finger Board, Cruciform, as well as Custom Solutions.	
83		ADA-compliant signage (ex: braille and tactile lettering)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Mini, Standard, Classic, and Double-Standard Trailhead Kiosks, Visitor Center, Double Post Outboards, Double Post Inboards, Interpretive Exhibits, Single Post, Narrow Profile, Waypoint Mile Marker, Wall Mount, Finger Board, Cruciform, as well as Custom Solutions.	
84		Fire safety and emergency evacuation	<input checked="" type="radio"/> Yes <input type="radio"/> No	Double Post Outboards, Double Post Inboards, Single Post, Wall Mount, as well as Custom Solutions.	
85	Regulatory and Safety Signage- Signage intended to ensure safety and compliance in a public space or on a roadway such as:		<input checked="" type="radio"/> Yes <input type="radio"/> No	Mini, Standard, Classic, and Double-Standard Trailhead Kiosks, Visitor Center, Double Post Outboards, Double Post Inboards, Interpretive Exhibits, Single Post, Narrow Profile, as well as Custom Solutions.	
86		Warning and hazard	<input checked="" type="radio"/> Yes <input type="radio"/> No	Interpretive Exhibits, Double Post Outboards, Double Post Inboards, Single Post, Narrow Profile, Wall Mount, as well as Custom Solutions.	
87		Stationary traffic and pedestrian safety systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Double Post Outboards, Double Post Inboards, Single Post, Narrow Profile, Waypoint Mile Marker, as well as Custom Solutions.	
88		Mile-markers, speed limit, civic, and rural address and street signage	<input checked="" type="radio"/> Yes <input type="radio"/> No	Single Post, Narrow Profile, Waypoint Mile Marker, Finger Board, Cruciform, as well as Custom Solutions.	
89	Complementary products and services directly related to those solutions outlined above including but not limited to: assembly, installation, design, repair, maintenance, bi-lingual signage, beacons, custom solutions, posts, bases, signage structures, mount fixtures, illuminated stationary signage, LED enhanced, and specialty signage.		<input checked="" type="radio"/> Yes <input type="radio"/> No	All aspects of graphic design, site planning, map design, bi-lingual signage, beacons, Custom Solutions such as Changeable Message Signs for campground reservations, Life Jacket Loaner Stands, posts, bases, custom signage structures, custom mount fixtures, specialty signage, modular accessories such as bulletin cases, bulletin boards, brochure holders, and more...	

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

Line Item 90. 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](#) - Terrabilt_Sourcewell Structure Options and Pricing_2026.pdf - Tuesday December 23, 2025 13:41:20
- [Financial Strength and Stability](#) - Terrabilt Financial Statement_11-30-25.pdf - Monday December 22, 2025 21:38:40
- [Marketing Plan/Samples](#) - Terrabilt_Sourcewell Marketing Materials_2026.pdf - Tuesday December 23, 2025 13:44:18
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Terrabilt_Sourcewell Approval Sample_2026.pdf - Tuesday December 23, 2025 15:38:12
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Terrabilt_Sourcewell Project and Structure Overview_2026.pdf - Tuesday December 23, 2025 15:37:30

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. - Christopher O'Hara, Partner, Terrabilt, Inc.

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Permanent_Fixed-Message_Signage_RFP_122325 Tue December 16 2025 09:39 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Permanent_Fixed-Message_Signage_RFP_122325 Wed November 19 2025 11:50 AM	<input checked="" type="checkbox"/>	2
Addendum_1_Permanent_Fixed-Message_Signage_RFP_122325 Tue November 11 2025 08:58 AM	<input checked="" type="checkbox"/>	2