

**Solicitation Number: RFP #070821****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Logix ITS (Intelligent Transportation Systems), 992 Upton, Lasalle Quebec, Canada H8R2T9 (Supplier).

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

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

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 9, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

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

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

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

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

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

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

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

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

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

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

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

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

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

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

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

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

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

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

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

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

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

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

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

The Report must contain the following fields:

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

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

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

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

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

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

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

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

### **12. GOVERNMENT DATA PRACTICES**

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

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

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

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

*3. Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

*5. Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

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

#### **15. FORCE MAJEURE**

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

#### **16. SEVERABILITY**

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

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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

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

## 18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by 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 be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

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

**22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Logix ITS  
(Intelligent Transportation Systems)

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 8/5/2021 | 12:58 PM CDT

DocuSigned by:  
*James Weatherall*  
By: B577E412274A447...  
James Weatherall  
Title: Executive VP of Global Sales  
Date: 8/5/2021 | 11:34 AM CDT

Approved:

DocuSigned by:  
*Chad Coquette*  
By: 7E42B8F817A64CC...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 8/5/2021 | 1:00 PM CDT

# RFP 070821 - Road Right-of-Way Maintenance Equipment

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## Vendor Details

Company Name: Logix ITS  
Does your company conduct business under any other name? If yes, please state: Traffic Logix, Parking Logix , All Traffic Solutions  
Address: 992 Rue d'Upton  
Lasalle, Quebec H8R 2T9  
Contact: james weatherall  
Email: j.weatherall@trafficlogix.com  
Phone: 514-779-6116  
Fax: 844-405-6449  
HST#:

## Submission Details

Created On: Wednesday May 26, 2021 09:26:18  
Submitted On: Thursday July 08, 2021 13:04:28  
Submitted By: james weatherall  
Email: j.weatherall@trafficlogix.com  
Transaction #: a1dc51d7-c03f-4c17-aa98-01fba3589437  
Submitter's IP Address: 45.61.4.155

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**Specifications**

**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only):	Logix ITS ( Intelligent Transportation Systems)
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Traffic Logix All Traffic Solutions Enforcement Logix Parking Logix
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	TL PL ATS
4	Proposer Physical Address:	992 Upton Lasalle Quebec Canada H8R2T9
5	Proposer website address (or addresses):	<a href="http://logixits.com/">http://logixits.com/</a> <a href="https://trafficlogix.com/">https://trafficlogix.com/</a> <a href="https://parkinglogix.com/">https://parkinglogix.com/</a> <a href="https://www.alltrafficsolutions.com/">https://www.alltrafficsolutions.com/</a>
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	James Weatherall Executive VP of Global Sales 992 Upton Lasalle Quebec Canada H8R2T9 j.weatherall@trafficlogix.com +1 ( 514) 779 6116
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	James Weatherall Executive VP of Global Sales 992 Upton Lasalle Quebec Canada H8R2T9 j.weatherall@trafficlogix.com +1 ( 514) 779 6116
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Brett Ferrin Sales Manager 992 Upton Lasalle Quebec Canada H8R2T9 bferrin@trafficlogix.com 801 391 8784  Marc Roth Director of Marketing 6272 992 Upton Lasalle Quebec Canada H8R2T9 mroth@logix-works.com +1 ( 438) 490 6272  Ryan Manion Sales Manager 992 Upton Lasalle Quebec Canada H8R2T9 rmanion@parkinglogix.com 347 725 7222

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Logix ITS (Intelligent Transportation Systems) is a global market leader dedicated to improving the lives of people around the world through our innovative traffic safety, speed enforcement and parking lot solutions since 1995.</p> <p>We strive to create traffic safety and speed enforcement solutions that reduce collisions and enhance road safety as well as parking lot solutions that reduce frustration and improve quality of life. We aim to exceed customer expectations by offering Tier 1 customer support.</p> <p>At Logix ITS we work to save lives and improve the well being everyday, with every person who interacts with our solutions.</p> <p>Our core products fit within the requested products of the RFP that are intended for use in the maintenance of road and highway rights-of-way. Our products compliment all aspects of traffic safety and improve quality of life.</p> <p>Traffic Logix engineers and sells simple, cost effective safety solutions to slow cars and prevent crashes on local roads. Traffic Logix provides solutions for work zones, cities, communities, police departments, higher education, federal and state governments, K-12, and other public entities.</p> <p>Traffic Logix's innovative solutions protect streets and create a safer, bright future.</p> <p>All Traffic Solutions solves complex transportation safety challenges and proudly servers over 7,000+ municipalities, law enforcement agencies, and commercial organizations in 50 states and 20 countries.</p> <p>Enforcement Logix's innovate speed enforcement cameras help you know exactly who is speeding and where. Use that data to issue automated warnings and identify troubled areas. You can then enforce speed limits and encourage better driving behavior. Leverage our speed camera system to create safer roads for drivers, bikers, and walkers alike.</p> <p>Parking Logix enhances the parking experience providing sensors and lasers to count cars. Our real-time occupancy data allows visitors to easy find available parking.</p>
10	What are your company's expectations in the event of an award?	<p>In the event of an award, Logix ITS's number one priority is safer streets and roadways for drivers, pedestrians, and workers. We are successful in exceeding expectations in part due to discipline, innovative engineering and a world class sales/marketing team.</p> <p>Our only expectation that we have of Sourcewell in the event of an award is that if we need help with custom marketing to drive contract growth or if our prospects/customers have questions regarding Sourcewell, Sourcewell will make time and assist.</p> <p>Customer service and responsiveness is the DNA to our current global leadership position.</p> <p>For the next five years, we project the following revenue targets under an award.  2022: \$2,500,000  2023: \$4,000,000  2024: \$5,500,000  2025: \$7,000,000  2026: \$8,500,000</p> <p>We expect to develop partnerships at a rapid rate with a focus on all agencies Sourcewell serves.</p> <p>Our innovative marketing team will leverage social media, personalized videos, CRM outreach, public outreach. We expect regular strategy meetings with Sourcewell to achieve the revenue targets above.</p>
11	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.	<p>Please see attached documentation supporting Logix ITS financial strength</p> <p>THE LOGIX ITS GROUP  COMBINED FINANCIAL STATEMENTS  FOR THE YEAR ENDED DECEMBER 31, 2020</p>
12	What is your US market share for the solutions that you are proposing?	Approximately 35%
13	What is your Canadian market share for the solutions that you are proposing?	Approximately 40%
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	no we have not
15	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>(B) Logix ITS is best described as a manufacturer. We supply both hardware and software for traffic safety products that help improve the well-being of everyone who interacts with our products. We have a hybrid market strategy with both an in-house sales department and strategic partners/resellers to reinforce in specific verticals or geographies.</p> <p>Across the Logix ITS companies, we have a sales team of 50 in-house employees. On the reseller side, we have approximately 20 partners that work in parallel to our sales team.</p> <p>The Logix ITS sales team is world class, constantly being trained through continuing education and best sales practices. Our sales team works very hard to hit weekly revenue targets.</p>
16	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.	<p>Logix ITS components may be used in projects where UL, FCC and Nema certifications are required ( certification list attached).</p> <p>Logix ITS products are required to be on certain approved product lists ( APL) for specific state level projects. The primary APL is for Florida Department of Transportation ( FDOT ) and Logix ITS is on this APL ( certification attached )</p>

17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Logix ITS has no suspension or debarment to list	*
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**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Logix ITS has not received any industry awards	*
19	What percentage of your sales are to the governmental sector in the past three years	2020 - 68% 2019 - 70% 2018 - 65%	*
20	What percentage of your sales are to the education sector in the past three years	2020 - 8% 2019 - 4% 2018 - 5%	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NCPA contract - the contract is less than 6 months old and we have booked over \$300,00.00  Province of Newfoundland contract - 2020 - \$700,000.00 ( reference letter attached)  Maine state DOT contract 2020 - \$150,000.00 2019 - \$120,000.00 2018 - \$150,000.00  Florida state DOT contract - 2020 - \$250,000.00  Connecticut state contract - 2020 - \$1,000,000.00	*
22	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?	GSA contract 2020 - \$1,000,000.00 2019 - \$900,000.00 2018 - \$1,100,000.00	*

**Table 4: References/Testimonials**

**Line Item 23.** Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Toronto	Danny Antwi	+1 416 395 6196	*
City of Philadelphia	Kasim Ali	(215) 686-5572	*
City of Austin	Mario Porras	(512) 974-7656	*
City of Montreal	Ramy Mikati	514 872-6530	

**Table 5: Top Five Government or Education Customers**

**Line Item 24.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Toronto	Government	ON - Ontario	City wide Traffic Calming Program	Over 1000 Radar Feedback Signs though out the city with real time cloud connected traffic data.	\$1,500,000.00	*
City of Montreal	Government	QC - Quebec	City wide Traffic Calming Program	Over 250 Radar Feedback Signs though out the city with real time cloud connected traffic data.	\$300,000.00	*
City of Chicago	Government	Illinois - IL	City wide Traffic Calming Program	Over 150 Radar Feedback Signs though out the city with real time cloud connected traffic data.	\$250,000.00	*
City of Detroit	Government	Michigan - MI	City wide Traffic Calming Program	Over 4500 Traffic Calming Devices installed city wide	\$4,000,000.00	*
City of Philadelphia	Government	Pennsylvania - PA	City wide Traffic Calming Program	Over 250 Traffic Calming Devices installed city wide	\$ 300,000.00	*

**Table 6: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *
25	Sales force.	<p>Logix ITS is well positioned to meet the growing needs of Sourcewell's member base. With a sales team of 50+ in-house employees from business development representatives to account managers, to account executive to customer success, Logix deploys a hybrid go-to-market sales strategy. In key regions based on verticals, Logix leverages our strategic partners.</p> <p>With Sourcewell the Logix sales team will focus on making the world a safer place from the US to Canada, one road at a time.</p> <p>Logix ITS has built a best in class sales presence though the major regions across the U.S. Servicing over 10,000+ cities in the U.S and Canada, our sales network stretch globally including service engineers, project managers, installers, technicians.</p> <p>Major Offices include manufacturing, sales, engineering, service, support with over 400+ in-house employees across offices. Please see below for office locations.</p> <p>Canada office locations include office in Montreal and Toronto</p> <p>United States office locations include: California, Utah, Texas, Florida, Virginia, Missouri, Pennsylvania, New York</p>
26	Dealer network or other distribution methods.	Our distribution network is well spread across U.S with 10 key distributors and Canada with 7 strategic distribution partners. Our distributors work in close parallel with our world class sales team.
27	Service force.	Our in house service force of 30+ technical support, field technicians and customer success support our U.S., and Canada operation. Logix ITS supports our customer base with Tier 1 customer service and we strive for a response time / solution within 1 hour of support call.
28	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 in house service force of 30+ technical support, field technicians and customer success support our U.S., and Canada operation. Logix ITS supports our customer base with Tier 1 customer service and we strive for a response time / solution within 1 hour of support call.</p> <p>Our Tier 1 support offers white glove service to all of our customers. Our support team ensures that all software and hardware related issues are addressed and resolved in a timely manner. Our e-mail response time is within 10 minutes. 99% of issues can be troubleshooted leveraging remote support. Phone support is provided M-F 8am-6pm ET.</p> <p>Traffic Logix Support Number (866) 915 6449 option 2</p> <p>All Traffic Support Number (866) 366 6602 Option 2</p> <p>Enforcement Logix Support Number (888) 595 6449 option 0</p> <p>Parking Logix Support Number (844)-305-6449 ext. 633</p> <p>We leverage our project management team, technicians, and local support partners to support larger scale project installs per our clients needs and requests.</p> <p>Logix ITS white glove service is full turn key, from project management to installation, whatever the request is, we will get it done.</p>
29	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Logix ITS mission is enabling safer roads while improving the quality of life for the people who interact with our products.</p> <p>Logix ITS is a global leader, serving over 10,000+ municipalities, work zones, communities, police departments, higher education, federal and state governments, K-12, and other public entities.</p> <p>Logix ITS will provide exceptional product availability and quick turnaround for Sourcewell members. Our world class sales team/distribution network has an extensive presence in the United States and will offer best in class service/support to all Sourcewell members in the U.S.</p>
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Logix ITS mission is enabling safer roads while improving the quality of life for the people who interact with our products.</p> <p>Logix ITS is a global leader, serving over 10,000+ municipalities, work zones, communities, police departments, higher education, federal and state governments, K-12, and other public entities.</p> <p>Logix ITS will provide exceptional product availability and quick turnaround for Sourcewell members. Our world class sales team/distribution network has an extensive presence in Canada and will offer best in class service/support to all Sourcewell members in the Canada.</p>
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Logix ITS is a global leader. As Logix ITS can service all states and provinces, Logix ITS will service all Sourcewell members no matter their geographic location.
32	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	All Sourcewell member sectors will be fully served by Logix ITS on this contract.
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Logix ITS has no contract requirements or restrictions in Hawaii, Alaska or any US Territories. Through an award, all Sourcewell members will be serviced through this contract.

Table 7: Marketing Plan

Line Item	Question	Response *
34	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Following notice of award, Logix ITS will do a national press release. All our umbrella companies will advertise the Sourcewell partnership in future monthly newsletters, on their websites, within our LinkedIn community, on sales rep's email signatures. We will leverage our blogs, social media, podcast, tradeshow handouts and word of mouth to maximize reach of our marketing efforts for knowledge of this contract.</p> <p>Our direct sales team will advertise the Sourcewell partnership in all future meetings and by word of mouth. Our marketing team will leverage our CRM data base to inform future prospects and existing clients that this partnership has been created to grow and scale environments.</p>
35	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>For all of Logix ITS marketing, we leverage the following primary digital marketing tools to improve our marketing effectiveness.</p> <p>WordPress website for product details, case studies, success stories, blogs, press releases, solutions by vertical and other relevant information for traffic safety.</p> <p>Google Analytics to measure and optimize website traffic</p> <p>Google and Bing ads, organic optimization, email, social media (LinkedIn and Facebook) to direct traffic to our website.</p> <p>CRM to store all contacts, contact info, sales tracking and marketing communications</p> <p>Google remarketing, every website visitor is automatically added to our remarketing lists, meaning they will be shown industry and product specific ads for 30 days following their visit to a Logix ITS website. This accounts for 5% of our website traffic, bringing people back to our website to view our Sourcewell contract information.</p> <p>Marketing effectiveness = tools like google analytics and hotjar allow us to map which areas of our web page are being looked at. We will be able to assess what % of our visitors are scrolling to the bottom of our page with the Sourcewell contract information and how they are engaging with it. We will be able to test and alter its placement based on results, to continue to optimize for its viewership.</p> <p>Google Analytics and campaign tracking links will further be used to track volume of clicks on email signature links (i.e. Sourcewell information in email signature).</p>
36	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Logix ITS expects that following an award from the RFP process, Sourcewell will announce the newly formed partnership to its extensive member network. Logix ITS would want to meet with Sourcewell on an as needed basis to discuss collaborative outreach strategies whether it's conducting a webinar together or simply providing us with logo files to add to our marketing materials.</p> <p>We expect to build a strategic partnership with Sourcewell, enabling Sourcewell members to improve safety of it's citizens and visitors.</p> <p>Following an award, Logix ITS will train our direct sales force and distribution network on the benefits of Sourcewell. Sourcewell will become the primary sales tool our sales team will leverage. We will strive to achieve our sales targets outline in line item 10.</p> <p>All of our sales reps will lead with the Sourcewell contract. We will work together to create cobranded marketing materials for direct sales, tradeshows and Logix ITS websites.</p>
37	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not currently have an e-procurement ordering process.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
38	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>Logix ITS has a full department assigned to product onboarding, training and ongoing maintenance ( if required). All customers have unlimited access to this department and contact information along with scheduling links are shared with the end user by our customer success department once the product ships.</p> <p>There is no cost associated to these trainings/onboarding and if the customer is not able to schedule a session with our Logix ITS technicians there is also the option to access our training video training library instead.</p>
39	Describe any technological advances that your proposed products or services offer.	<p>Logix ITS is the global leader in traffic safety products. Our cutting edge manufacturing leads to best in class hardware in the traffic safety industry. The true technological advances that are unique to Logix ITS are the investments and advances on the software side of the business.</p> <p>Here are a few select technology advances within the Logix ITS umbrella and how they will benefit Sourcewell members.</p> <p>All of our hardware is powered by our back-end cloud based platform. This technology allows our customers to connect every product we manufacture remotely, access data and adjust settings from anywhere, at any time.</p> <p>With the ability connect to and control your products from any internet connected device, the cloud capabilities adds a whole new level to intelligent traffic control.</p> <p>View real time sign data, access all sign stats from one location, download detailed traffic data reports, set up customized alerts, change settings and parameters, cut down on workforce hours, with the unlimited possibilities of remote management helps our customers leverage all the features from connected device.</p>
40	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Logix ITS recycled rubber traffic calming solutions are an effective, visually attractive, and environmentally conscious way to slow cars down and save lives. Made of 100% recycled rubber,* these traffic calming solutions get old tires out of landfills and back into use. The Traffic Logix rubber solutions are customizable, easy to install, comfortable to drive over, long-lasting, and highly effective in slowing cars down.</p>
41	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>The crumb rubber we use for all our rubber safety solutions comes from 100% recycled tires as mentioned in section 40 but we do not have any third-party issued eco-labels.</p>
42	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Logix ITS is not a WMBE, SBE or a veteran owned business.</p>
43	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>Logix ITS offers the following unique attributes that help us lead the industry as it applies to Sourcewell members.</p> <ol style="list-style-type: none"> <li>1) Our market leading traffic safety products save lives and enhance overall well-being of those that interact with our products</li> <li>2) Best in class cloud connected products. Logix ITS has made it a focus to ensure that all of our products are cloud connected to enhance the customer experience and to increase the use of product features by making them easy to use and access</li> <li>3) Logix ITS manufactures all products in-house (hardware and software). Logix ITS strives to take a holistic approach to intelligent traffic safety by focusing on innovation and the simplicity aspect of traffic safety.</li> <li>4) Global reach, given our manufacturing, engineering and sales offices are in a variety of countries across the globe, we are able to listen to our customers and provide advanced solutions that enhance traffic safety.</li> <li>5) World class sales team, Logix ITS invests in education, training, customer service for their sales team. Our sales team is constantly achieving goals, setting records and training to best serve our world with intelligent transportation solutions.</li> <li>6) Tier 1 Support- Logix companies offer support response time within 1 hr but usually within 10 minutes. Our white glove service helps Logix meet the customers ever changing needs and requests.</li> </ol>

**Table 9: Warranty**

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

Line Item	Question	Response *	
44	Do your warranties cover all products, parts, and labor?	Yes all Logix ITS products come with a 2 year warranty that covers all products, parts and labor.	*
45	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No Logix ITS warranties do not impose any usage restrictions or any other limitations.	*
46	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Our warranties cover remote technical assistance, if an issue cannot be solved remotely we will either replace the product or pay the freight charges to have the product shipped back to one of our production facilities. The fact that all of our products are cloud connected we can generally trouble shoot all issues remotely. If there is a need for a field technician we have a team technicians that can travel in both the US and Canada.	*
47	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcwell participating entities in these regions be provided service for warranty repair?	Logix ITS can provide a certified technician to all regions of both the United States and Canada.  To reach support or our certified technician team, our e-mail response time is within 10 minutes. 99% of issues can be troubleshooted leveraging remote support. Phone support is provided M-F 8am-6pm ET.  Traffic Logix Support Number (866) 915 6449 option 2 All Traffic Support Number (866) 366 6602 Option 2 Enforcement Logix Support Number (888) 595 6449 option 0 Paring Logix Support Number (844)-305-6449 ext. 633	*
48	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Logix ITS develops and manufactures all our own products so all items in our proposal will be covered by our in house warranty that we will honor and cover.	*
49	What are your proposed exchange and return programs and policies?	Logix ITS accepts returns and exchanges on all non custom orders within 14 days or receiving the product. The products must be in the original packaging and have not been installed in the field, the customer is responsible for associated freight costs.	*
50	Describe any service contract options for the items included in your proposal.	Logix ITS does not offer any service contracts	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
51	Describe your payment terms and accepted payment methods?	1%10days, net 30 if credit application is filled out. COD if no credit is granted. Accepted Payment methods: Cheque, ACH (electronic funds transfer) or credit card (Mastercard, VISA and AMEX)	*
52	Describe any leasing or financing options available for use by educational or governmental entities.	No leasing/financing available	*
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcwell participating entities' purchase orders.	Our world class sales team is no stranger to custom reporting and careful documentation. All PO's that that sales team or distribution network record will be carefully labeled Sourcwell with contract # and sorted through detailed sales reports.  Our accounting team is very diligent and will be ready for quarterly reports in a responsive/timely fashion at the end of each quarter.  With the click of a button in CRM, we will be able to pull a custom report for quarterly closed deals and number of new opportunities created with contract. We can also work with Sourcwell to design custom reports in our CRM per request.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Logix ITS accepts standard purchase orders from our customers or signed quotes that are generated from our company CRM. Prior to placing an order we also require our customers to fill out a business application to create their account. The following documents have been uploaded to the " document section.  1) Business application 2) Sample CRM quote signed 3) Sample purchase order	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	We do accept P-Card Procurement Process and there are no additional fees associated.	*

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
56	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.	Logix ITS pricing model is very straight forward, the products are listed as " kits" to simply the purchasing process for our customers. Each product has one sku listed under the " model " column with a brief product description.  There is a column showing our standard list pricing and then another showing the Sourcewell discount which is approximately 15%.
57	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.	Logix ITS has discounted the list price by approximately 15% across all products for this Sourcewell RFP.
58	Describe any quantity or volume discounts or rebate programs that you offer.	Logix ITS does not have a specific quantity/discount program in place but we will work with each customer on a case by case basis for large volume transactions.
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Logix ITS will have all products listed on the Sourcewell contract so there are no " open market" finished products. the only " open market " items will be post sale replacement componentry for out of warranty RMA's. We will supply each Sourcewell member with a componentry price list upon request.
60	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.	Logix ITS has included all costs related to a transaction, there are no additional charges on any of the items listed.
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All related freight costs have been incorporated into the pricing submitted, there are no additional charges.
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	There are no specific terms related to shipping to Canada, Alaska or Hawaii. Logix ITS ships to these locations daily and is set up to handle all three locations and any offshore customers.
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Logix ITS has no unique distribution and/or delivery methods or options.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Logix ITS has several cooperative and state contracts and the same discounts have been provided. These discounts are considerably lower than standard MSRP provided to conventional customers and will allow us to leverage this contract to it's full extent.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	Logix ITS will use our CRM as the main tool to self audit and verify compliance. We will create a specific pricelist in the CRM using the Sourcwell contract pricing to ensure all entities obtain proper pricing and each quote is labelled accordingly. We will be using the same CRM tool to pull monthly/quarterly reports to both measure success of the program but also to provide accurate data when remitting the proper administrative fee to Sourcwell.
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	At Logix, our world class sales team has great discipline and focus, we identify the internal metrics that matter to hit our KPI's. Feel that good indicators of a successful partnership will be within the following <ul style="list-style-type: none"> <li>- Members served through this contract, this should grow quarter over quarter</li> <li>- New members brought into contract, this should grow quarter by quarter</li> <li>- # of opportunities created through this contract.</li> <li>- Revenue Targets (please refer to Line 10 for targets)</li> <li>- Custer Satisfaction Surveys</li> <li>- Repeat Customers</li> </ul> <p>These are just a few examples of key internal metrics. We intend to meet upon award to set mutually agreed upon metrics/KPIs for the next five years.</p>
67	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Logix ITS is proposing a quarterly 2% administrative fee

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

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Logix ITS will be offering the following products that relate directly Road Right of Way Maintenance Equipment RFP and complimenting traffic safety products.</p> <p>1) Speed Display Signs Radar feedback speed signs are designed to slow cars down to help make streets/work zones safer for everyone who uses them. Our speed signs web-enabled and offer wireless communication. That means you can manage signs remotely as well as access traffic statistics and reports from a connected device.</p> <p>Our digital radar speed signs display driver speed data, making drivers aware that they are traveling above the speed limit.</p> <p>Research shows that radar signs are effective in slowing speed violators. Radar signs are popular in work zones and have portable mounts so they are easy to move within an ever changing environment.</p> <p>The goal is for the drivers to reduce their speeds one they realize they are traveling to fast. Also known as speed displays operate on the feedback loop theory: when people are presented with information about their performance, they tend to notice and improve. Digital speed signs activate this feedback loop by alerting speeding drivers to their current speeds along with posted speed limit signs.</p> <p>2) Variable Message Boards Smart displays allow custom messages, alerts, vehicle speed and are able to be updated instantly. With the VMS30 variable message sign, you show drivers exactly what they need to know in real-time with the amazingly versatile SafePace VMS30 LED display.</p> <p>The web enabled variable message sign lets you update messages instantly and can even display driver speed, speed limit or travel times. The VMS30 also offers driver responsive messaging, a choice of text sizes and colors, a range of mounting and power options, and the ability to gather traffic statistics to create valuable reports.</p> <p>Features Include: Customized Messaging Multiple Mounting Options Allows for animated text of graphics Integrated flashing speed violator strobe Choice of Power Supply Dual Color Display Advanced Scheduling Instant Updates Data collection Diamond-grade sheeting available Strobe activation/deactivation available</p> <p>3) Rubber Traffic Calming Solutions Traffic Logix recycled rubber traffic calming solutions are an effective, visually attractive, and environmentally conscious way to slow cars down and save lives. Made of 100% recycled rubber, these traffic calming solutions get old tires out of landfills and back into use. The Traffic Logix rubber solutions are customizable, easy to install, comfortable to drive over, long lasting, and highly effective in slowing cars down.</p>

		<p>Examples of our Traffic Calming Solutions include</p> <p>Speed humps Speed Tables Speed cushions Rubber curbing</p> <p>Curbing solutions, including the Superflex curbing and CycleLane delineators offer additional methods to create safer roads. You can use them to create traffic circles, chicanes, road narrowing, and protective bike lanes to keep pedestrians, bicyclists, and drivers safe.</p> <p>4) Speed/Traffic Cameras Logix ITS offers both entry level camera accessories as well as cutting edge robust speed camera solutions. Speed Cameras, used on their own or with driver feedback signs, can help to further encourage motorists to slow down, particularly in high-risk areas such as work zones, school zones, popular pedestrian or cycling routes.</p> <p>These speed/traffic cameras are very popular to highway safety challenges and often used near toll booths.</p> <p>Speed cameras studies show the proven effectiveness in slowing cars down, encouraging safer driving, and reducing crashes and injuries.</p> <p>The demonstrated effectiveness of speed cameras have helped department of transportations to launch speed camera programs that complement and reinforce traffic safety. By reducing the number of speeding or red-light infractions in certain problem areas, officials can in turn reduce the number of moving violations and traffic injuries that can result from these infractions.</p> <p>5) Speed Tracker The Traffic Logix speed tracker is a simple, compact, accurate wireless solution for managing speed complaints on local roads and work zones. It gathers detailed data on speeding violations and reports statistics in real-time and other traffic statistics and transmits it wireless and securely to cloud. The light weight, discreet data collectors offer a window into driver behavior, verifying or refuting speed complaints and confirming the need for further enforcement or intervention.</p> <p>6) Cloud Platform With the ability to connect to and control your solutions from any internet connected device, the SafePace Cloud adds a whole new level to intelligent traffic control. View real time sign data Access all sign stats from one location Download detailed traffic data and reports Set up customized alerts Change settings and parameters Cut down on workforce hours With the unlimited possibilities of remote management, SafePace Cloud will help you maximize what your SafePace signs can do.</p>
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Logix ITS has no subcategories to list

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

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

Line Item	Category or Type	Offered *	Comments
70	Flail, boom, rotary, wing, sickle, and slope mowers	<input type="radio"/> Yes <input checked="" type="radio"/> No	Logix ITS does not offer this product
71	Seeders, tillers, mulchers, and sprayers	<input type="radio"/> Yes <input checked="" type="radio"/> No	Logix ITS does not offer this product
72	Erosion control equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	Logix ITS does not offer this product
73	Ditch maintenance equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	Logix ITS does not offer this product
74	Signage, signals, and message boards	<input checked="" type="radio"/> Yes <input type="radio"/> No	Logix ITS offers 2 models of message boards. 1) SP 800 2) VMS 30
75	Radar equipment, traffic cameras or traffic sensors	<input checked="" type="radio"/> Yes <input type="radio"/> No	Logix ITS a full product line of radar feedback signs and several different models of traffic speed cameras.
76	Other road right-of-way maintenance equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	Logix ITS does not offer this product

**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 77. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

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

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sourcewell Price Sheet.pdf - Monday June 28, 2021 13:33:27
  - [Financial Strength and Stability](#) - Logix ITS Group 2020 Financial Statements.pdf - Monday June 28, 2021 13:33:43
  - [Marketing Plan/Samples](#) - 2021 Marketing Plan.pdf - Tuesday July 06, 2021 11:35:33
  - [WMBE/MBE/SBE or Related Certificates](#) - Traffic Logix Compliance Certifications.pdf - Monday July 05, 2021 09:19:13
  - [Warranty Information](#) - Warranty Documents.pdf - Monday July 05, 2021 09:36:16
  - [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.pdf - Monday July 05, 2021 08:37:44
  - [Upload Additional Document](#) - Additional documents.pdf - Monday July 05, 2021 09:18:11

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  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 or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - James Weatherall, VP Global Sales , Logix ITS

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

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
<b>Addendum_4_Road_ROW_Maintenance_Eqpt_RFP_070821</b> Fri June 18 2021 05:04 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Road_ROW_Maintenance_Eqpt_RFP_070821</b> Thu June 17 2021 06:20 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Road_ROW_Maintenance_Eqpt_RFP_070821</b> Wed June 16 2021 05:21 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Road_ROW_Maintenance_Eqpt_RFP_070821</b> Wed May 26 2021 04:28 PM	<input checked="" type="checkbox"/>	1