



## **Solicitation Number: RFP #060920**

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Certified Stainless Service, Inc. dba West-Mark, 2704 Railroad Ave., Ceres, CA 95307-4600 (Vendor).

Sourcewell is a State of Minnesota local government agency 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 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.

Vendor 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 1, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

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

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor'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/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor'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.** Vendor 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, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor'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 is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor'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, Vendor 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.

Vendor 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 Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor 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, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor 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**

Vendor 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 Contract Administrator. This form is available from the assigned Sourcewell Contract 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 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. Vendor 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.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members 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. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor'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 Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. 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 of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. 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 may be negotiated between a Participating Entity and Vendor, 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 worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

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

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor 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 goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. **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.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell 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. Vendor 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, 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, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer 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 Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor 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. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable 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 Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor 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 Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor 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.

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

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

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **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. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor 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.

## 12. AUDITS

Sourcwell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 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.

## 13. GOVERNMENT DATA PRACTICES

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcwell and Sourcwell will assist with how the Vendor should respond to the request.

## 14. INDEMNIFICATION

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

## 15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcwell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcwell in advertising and promotional materials for the purpose of marketing Sourcwell's relationship with Vendor.
  - b. Vendor grants to Sourcwell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcwell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, 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. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

*4. Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor 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 Vendor 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. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

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

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## 17. 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.

## 18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 19. 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 Vendor 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 Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

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.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming 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.

## 20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor 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.* Vendor 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, Vendor 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, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:  
\$2,000,000 per claim or event  
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor 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 Vendor'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 Vendor 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, Vendor 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 Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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.** Vendor 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 Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

## **21. 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.** Vendor 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 Vendor conducts with Sourcewell and Participating Entities.

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

Vendor 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 Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor 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. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

### **23. 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 also require additional requirements based on specific funding specifications. 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 Vendor’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. Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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). Vendor 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. Vendor 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). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors 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, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor 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, Vendor 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, Vendor 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). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor’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 Vendor’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.

**24. CANCELLATION**

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

Sourcewell

Certified Stainless Service, Inc.  
dba West-Mark

DocuSigned by:  
By: Jeremy Schwartz  
C0FD2A139D06489...  
Jeremy Schwartz

DocuSigned by:  
By: Curtiss S. Homan  
4E4BC98F8C7C42E...  
Curtiss S. Homan

Title: Director of Operations &  
Procurement/CPO

Title: Director of Business Development and  
Government OEM Product Sales

Date: 7/30/2020 | 10:49 PM CDT

Date: 7/30/2020 | 4:31 PM CDT

Approved:  
DocuSigned by:  
By: Chad Coauette  
7E42B8F817A64CC...  
Chad Coauette

Title: Executive Director/CEO

Date: 7/31/2020 | 6:17 AM CDT

# RFP 060920 - Class 4-8 Chassis with Related Equipment, Accessories, and Services

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## Vendor Details

Company Name: Certified Stainless Service, Inc.  
Does your company conduct business under any other name? If yes, please state: West-Mark  
Address: 2704 Railroad Ave.  
Ceres, CA 95307  
Contact: Curtiss Homan  
Email: choman@west-mark.com  
Phone: 941-545-2890  
Fax: 209-537-1753  
HST#: 94-1683335

## Submission Details

Created On: Tuesday May 19, 2020 15:54:39  
Submitted On: Tuesday June 09, 2020 16:03:24  
Submitted By: Kristen Homan  
Email: khoman@west-mark.com  
Transaction #: ac060316-d109-41b4-83ab-e51e592a916d  
Submitter's IP Address: 96.65.141.201

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## Specifications

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

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Certified Stainless Service, Inc. dba West-Mark
2	Proposer Address:	Certified Stainless Service, Inc. 2704 Railroad Ave. Ceres, CA 95307-4600
3	Proposer website address:	http://www.west-mark.com
4	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):	Certified Stainless Service, Inc. dba West-Mark Authorized Representative:  Name: Curtiss S. Homan  Title: Director of Business Development and Government OEM Product Sales  Address: Certified Stainless Service, Inc. 2704 Railroad Ave. Ceres, CA 95307-4600  E-mail address: choman@west-mark.com  Phone: (941) 545-2890
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Certified Stainless Service, Inc. dba West-Mark Primary Contact for this proposal:  Name: Kristen Homan  Title: Government Contract Compliance Analyst  Address: Certified Stainless Service, Inc. 2704 Railroad Ave. Ceres, CA 95307-4600  Email address: khoman@west-mark.com  Phone number: (941) 248-3785
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Certified Stainless Service, Inc. dba West-Mark Alternate Contact:  Name: Steve Buckner Jr.  Title: Government Sales Manager  Address: Certified Stainless Service, Inc. 2704 Railroad Ave. Ceres, CA 95307-4600  Email address: sbucknerjr@west-mark.com  Phone number: (209) 402-7779

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

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values,	West-Mark's Brief History: West-Mark originated in Modesto, California in 1967 to fill a need for the

business philosophy, and industry longevity related to the requested equipment, products or services.

manufacturing and repair of tank transportation equipment in the dairy industry. Having established our reputation for excellent workmanship and the use of light weight equipment for sanitary products, West-Mark diversified our engineering capabilities and began to produce transport tanks of all types by 1973. In the early 70's West-Mark also expanded our product line to serve the fire apparatus industry. Our increased volume, due to customized quality equipment and dedication to customer service, necessitated moving to a larger facility in 1969. Focused on staying located in central California, we chose a site in Ceres, California and moved our company. The Ceres location is now West-Mark's established Headquarters. Over the past 40 years, West-Mark has experienced steady growth, and has expanded from our one location in Ceres to many additional locations. Currently, West-Mark has manufacturing and fabrication facilities in Atwater and Ceres, California; repair facilities in Ceres and Bakersfield, California; a fire apparatus division in Ceres, California; and a repair facility in Fairbanks, Alaska.

Today West-Mark has the ability to accommodate any tank transport business needs. West-Mark owns and operates the most extensive facilities of like kind in the United States. West-Mark's facilities provide the manner and means for West-Mark to diversify Operations. These facilities have broadened West-Mark's manufacturing capabilities, allowing West-Mark to manufacture new products, adding variety to our growing product list. Some of the product models added are specialty equipment items including D.O.T. Code tanks, and aircraft re-fueler tanker trailers built to specified military standards.

West-Mark is now able to offer a selection of different material types to our customers. The use of different materials in manufacturing and fabrication processes adds flexibility to each product model's strength, capacity, and functional ability, and grants our customers more precise customization options. Some material options that West-Mark can now offer to our customers include stainless steel, aluminum, and mild steel.

#### West-Mark's Core Values:

Integrity: We shall act in a real, honest, ethical manner, and we will do what we say we are going to do.

Customer Focus: We will stay focused on our customers and users and provide products and services that meet or exceed their quality expectations.

Team Member Empowerment: Our team members shall be empowered to contribute and improve the company, their teams, and themselves.

Community: We will recognize that we are part of a larger community of family, neighbors, suppliers, and others.

Growth with a commitment to excellence: We will innovate, grow, and recognize continuous improvement in our business environment.

#### West-Mark's Business Philosophy:

West-Mark's Mission Statement, "Our Brand Promise" - "West-Mark, the leading fluid transportation equipment full-service company in North America."

West-Mark's Vision - "West-Mark is the trusted innovative leader of transportation products globally."

#### "One West-Mark" Beliefs -

- Respect for all
- West-Mark family
- Open communication
- Mistakes are dealt with honestly and fairly
- Sense of ownership
- Sense of empowerment
- Strong teamwork
- Continuous improvement and learning
- Opportunities for growth and enhancement

#### West-Mark's Industry Longevity related to Class 4-8 Chassis with Related Equipment, Accessories, and Services:

West-Mark has been in business since 1967 making tank trailers however in 1972 a local fire department requested that we build them a Fire truck due to our tank quality. Since that time we have increased exponentially in tank truck manufacturing. Currently our truck line produces almost 40% of the vehicles that come out of our manufacturing plant. West-Mark works very closely with chassis manufacturers to ensure that we leverage each chassis suppliers strong points. As a Truck Equipment Manufacturer (TEM) we are constantly training with different Chassis Primes to stay up to date with the latest electronic options available and interfacing with the chassis'. Today's trucks are not something a body mounts too, they are sometimes complex when needed and taking the necessary steps to ensure a complete build up will have years of fault free service is something that West-Mark takes pride in. Something as simple as adding too many lights to a truck with the incorrect amp draw can cause issues for a TEM. West-Mark understands this and employs a truck engineer who has 20 years of shop experience. The hands on experience of our Truck Engineer along with our OEM relations to all of the major chassis manufacturers results in a quality product that is the right fit for the job it is intended to do. West-Mark has been involved as a consultant with Navistar,

		<p>Freightliner, and Paccar for TEM interface. In 2009 West-Mark build the TEM Innovator truck for Navistar see attached photos. The Innovator truck was specifically designed to showcase all of the items Navistar had available for TEM's to interface with on the chassis. These items included Remote Stop-Start and lighting sequencing along with load management of power for aftermarket items installed. Included is a Statement of work entitled International Demo Truck. West-Mark is leading the way on Truck interface to ensure operators have a safe and reliable vehicle to operate.</p>
8	<p>What are your company's expectations in the event of an award?</p>	<p>In the event of an award, West-Mark holds high expectations to result from what will then become a collaborative relationship between Sourcewell and West-Mark. If awarded, West-Mark anticipates the immense opportunity that will accompany our selection as a trusted vendor by one of the most highly esteemed Public Procurement Cooperative Purchasing Units in the market: Sourcewell. With Sourcewell's extensive outreach, ranging from large state and local government bodies, to the education sector, and further on to those small, yet essential, 'for-cause' not-for-profit entities, West-Mark is excited for the opportunity to serve this broad range of most vital community organizations; specifically, the opportunity to offer valuable, quality products and solutions that would otherwise be unaffordable or unavailable to these unique organizations.</p> <p>Through the West-Mark-Sourcewell contract, if awarded, West-Mark will provide quick, simple, and valuable solutions to our customers and to Sourcewell participating entities through use of the Sourcewell contract in making our solutions available. West-Mark is eager to market our products to current Sourcewell participating entities. West Mark is further inspired to encourage our Sourcewell eligible customers, that are not currently Sourcewell participating entities, to pursue becoming a Sourcewell participating entity and unlock the infinite value that Sourcewell makes available to its participating entities. The value of becoming a Sourcewell participating entity is so vastly immeasurable due to the extensive depth and breadth of Sourcewell's knowledge of the current market in all facets and aspects. Knowledge of market deficits and needs that are unique to different economic markets, which pricing structures and financing options are conducive to the needs of individual market sectors, the communal philosophy and supportive intent that sparked the creation of Sourcewell's Collaborative Purchasing Program, and Sourcewell's willingness to educate others by making its extensive resources available to participating entities.</p>
9	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>Throughout West-Mark's 50+ years in operation, our focus financially has held steadfast on maximizing the value of our internal resources. While maintaining the same ownership and keeping the majority of our staff members with an almost negligible turn-over rate, West-Mark has continuously financed our growth internally. West-Mark exercises conservative, responsible financial practices, including the re-investment of equity, that have allowed for our steady growth and simultaneous development of strong financial relationships with our financial partners, our vendors and our customers.</p> <p>West-Mark's strong financial relationships are characterized by \$14.5M in lines of credit with highly rated national banking and financial institutions. Over the past 20 years, West-Mark has produced an average growth in Revenue of 10+% while also maintaining positive growth in our Net Income. West-Mark successfully maintains strong financial ratios in all key measurements of financial strength and solvency.</p> <p>The results of West-Mark's focus and dedication to growing from within are indisputable as evidenced by our strong credit scores, long standing positive relationships with our financial partners, and supported by third-party evaluations of our financial stability.</p> <p>See the attachment on the "Downloads" page for this submission, under item (1) Financial Strength and Stability, titled "Financial Strength," for a comprehensive understanding of West-Mark's strong financial position. The attached document contains:</p> <ul style="list-style-type: none"> <li>-Experian Credit Report dated 05.21.20.</li> <li>-Equifax Credit Report dated 05.26.20.</li> <li>-Banking reference letter from Bank of the West dated 04.22.2020.</li> <li>-Letter of Financial Solvency and Company Viability from Atherton &amp; Associates dated 06.05.20</li> <li>-Dun&amp;Bradstreet Risk Management Report</li> </ul>

10	What is your US market share for the solutions that you are proposing?	<p>West-Mark's United States market share for the solutions that we are proposing is approximately 40% when calculated as an average of our share of the market in each of the fifty United States. Examples of our market share in a few of these states include a 30% market share in the state of California, 40% in Hawaii, and 75% in Alaska. We have a modest average of 25% market share in the remaining states. This figure is modest because we are currently experiencing rapid growth due to our recent establishment of West-Mark owned and operated facilities in the states of Texas and Florida. In addition to our manufacturing capabilities and product liney, our Manager of Dealer sales has leveraged past relationships with OEM Partners and is currently in discussions with additional former Partners. We have negotiated and successfully formed strategic relationships in which increase the West-Mark manufactured products and brand name as well as the companies partnered with which are as follows:</p> <ol style="list-style-type: none"> <li>1. Freightliner Trucks of Portland, OR, West-Mark is an authorized reseller/dealer of Freightliner Trucks to Federal, State &amp; Local Governments. Freightliner has 595 Dealers.</li> <li>2. Cementech, Inc. of Indianola, IA, West-Mark is an authorized reseller/dealer of Cementech products to Federal, State &amp; Local Governments. Cementech has 77 Dealers in the U.S. &amp; Canada.</li> <li>3. Hi-Vac Corporation of Marietta, OH, West-Mark is an authorized reseller/dealer of Hi-Vac products to Federal, State &amp; Local Governments.</li> <li>4. Interstate Truck Bodies of Phoenix, AZ, West-Mark is an authorized reseller/dealer of Interstate Truck Bodies to Federal, State &amp; Local Governments.</li> <li>5. Interstate Trailers of Mansfield, TX with over 275 dealers nationwide we are currently an Authorized Dealer for Interstate Trailers, offering their complete line of products.</li> <li>6. Kaufman Trailers of Lexington, NC &amp; Bennettsville, SC. Kaufman Trailers is one of our longest standing vendors/partners in the Industry. West-Mark is an Authorized reseller/dealer of Kaufman Trailers to Federal, State &amp; Local Governments.</li> <li>7. Kenworth Trucks of Kirkland, WA</li> </ol> <p>West-Mark is also pursuing negotiations with additional industry partners:</p> <ul style="list-style-type: none"> <li>- Fontaine Trailers of Birmingham, AL</li> <li>- Doonan Specialized Trailers of Great Bend, KS</li> </ul>
11	What is your Canadian market share for the solutions that you are proposing?	<p>West Mark's market share in Canada is 2%. All of our Canadian transactions are completed by direct sales between West-Mark and the purchasing Government Entity end user. We have an internal International Sales Representative that pursues the Canadian government and replies to RFP's/RFQ's and solicitations posted for Canada. West-Mark is subscribed to a U.S. &amp; Canada government bid site that lists bid postings for Canada that we submit bid proposal responses to. This same site also provides us access to the buying agencies names and contact information for those U.S. &amp; Canada entities that are also subscribers to the website. West-Mark will use this list of buying agencies to leverage our market share in the U.S. and in Canada, if a Contract is awarded. Part of our growth plan is to become more active in the Canadian market and currently we are actively seeking opportunities that will expand our network and increase our presence in the Canadian market. Additionally, our Manager of Dealer Sales is in discussions/negotiations with Dealers and Representatives in Alberta and Ontario, and is currently leveraging past relationships in other provinces.</p>
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>No, West-Mark has never petitioned for bankruptcy protection.</p>

13	<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>West-Mark is best described as a manufacturer although we now have a large distributor/dealer/reseller portfolio.</p> <p>West-Mark employs thirty three (33) sales personnel all of whom will be trained and available to support the Sourcewell members throughout the entire U.S.</p> <p>Our sales staff includes:</p> <ul style="list-style-type: none"> <li>- Twenty three (23) located at our facilities in CA.</li> <li>- Three (3) located at our FL office</li> <li>- One (1) located at our TX office</li> <li>- One (1) located at our facilities in AK</li> <li>- Six (6) Outside Sales Representatives covering the following geographic territories:</li> </ul> <p style="margin-left: 20px;">North-Eastern Mid-Western South-Eastern North-Central South-Central North-Western South-Western</p> <p>With physical presence on commission only sales in the following states OH, NC, PA, WI, MN, TN, CA, AK, FL, TX.</p> <ul style="list-style-type: none"> <li>• West-Mark has three (3) company owned services facilities and hundreds of additional service facilities throughout the U.S. via our nationwide dealer network. Our company owned service facilities include:</li> </ul> <ul style="list-style-type: none"> <li>- Two (2) Located in CA</li> <li>- One (1) Located in AK</li> <li>- West-Mark is actively pursuing Texas and South Carolina properties for service expansion.</li> </ul> <p>West-Mark is a dealer and reseller of products outside of our manufacturing portfolio. West-Mark currently has relationships/supplier agreements and is in negotiations with various other OEM's to be able to offer their products on the Sourcewell contract:</p> <ul style="list-style-type: none"> <li>• These OEM's include but are not limited to:</li> <li>- Freightliner Trucks - Class 6 - 8 Chassis &amp; Related Equipment</li> <li>- Kenworth Trucks - Class 6 - 8 Chassis &amp; Related Equipment</li> <li>- Western Star Trucks - Class 7 - 8 Chassis &amp; Related Equipment</li> <li>- Interstate Truck Bodes - Class 4 - 8 Chassis (Dodge &amp; Ford Models) &amp; Related Equipment</li> </ul>
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14	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>West-Mark holds the following licenses and certifications including those that we are required to hold, and those that we hold in addition to what is required: See the attachment on the "Downloads" page for this submission, under item (3) WMBE/MBE/SBE or Related Certificates, titled "Related Certificates," for a comprehensive understanding of the licenses and certifications that are currently held by West-Mark. The attached document contains:</p> <ul style="list-style-type: none"> <li>- West-Mark's current W-9 containing our EIN Number dated 01.10.2020.</li> <li>- City of Atwater, California Business License authorizing West-Mark to conduct business in "Transportation Manufacture," at the Atwater location, dated 10.21.2019.</li> <li>- Foreign Corporation/Certificate of Authority to Transact Business in the State of Minnesota dated 05.21.2020.</li> <li>- NSAI Certificate of Registration of Quality Management System to ISO 9001:2015 dated 01.16.2020.</li> <li>- Certificate of Authority granting West-Mark authorization by the American Society of Mechanical Engineers (ASME) for the scope of activity, "Manufacture of pressure vessels," in accordance with the applicable rules of the ASME Boiler and Pressure Vessel Code dated 09.03.2019 with the expiration date of 09.02.2022.</li> <li>- The National Board of Boiler and Pressure Vessels Inspectors Certificate of Authorization to Register, certifying that West-Mark is authorized to apply the "NB" mark and register boilers, pressure vessels, or other pressure retaining items with the National Board that are manufactured in accordance with ASME Designators: U, dated 09.03.2016 and remaining in effect for as long as the manufacturing organization holds a valid Certificate of Authorization issued by the American Society of Mechanical Engineers.</li> <li>- California Employment Training Panel ETP Contract Single Employer ET20-0275, "Certified Stainless Services Inc. dba West-Mark Training Project," executed on 03/12/2020 for the term 03/10/2020 to 03/09/2022.</li> <li>- MVP NTEA Member Verification Program Distinguished Member - NTEA Manufacturer Member since 2005.</li> </ul> <p>Motor Vehicle Manufacturer and/or dealer licenses are active in the following States: California Alaska Hawaii</p> <p>Certificates of Authority to Transact Business in the following States: Note: This is a brief, not all-inclusive list, provided to demonstrate the brevity of States across the United States where we hold Certificates of Authority. Maryland North Carolina Georgia Minnesota Florida Illinois Virginia</p>	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No "Suspension or Debarment" information has applied to our organization, West-Mark, during the past ten years.	*



**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	West-Mark has received the following industry awards and/or recognitions: - NTEA MVP Distinguished Member - ETP Agreement Training Grant
17	What percentage of your sales are to the governmental sector in the past three years	72% of West-Mark's sales are to the governmental sector in the past three years.  West-Mark's sales percentages are: - 30% - State, Local, Municipalities, & Education Sectors - 42% - Federal Government (Includes FMS (Foreign Military Sales) - 26% - Commercial
18	What percentage of your sales are to the education sector in the past three years	72% of West-Mark's sales are to the governmental sector in the past three years.
19	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?	West Mark holds the following state, provincial, and cooperative contracts: (1) State of Alaska Cooperative Purchasing Contract Trailers, Tank Trailers and Trucks Estimated Value \$500,000.00 Awarded Amount to Date \$390,581.00 Contract Period 08/05/2017 to 08/05/2020 with three (3), one (1) year option renewals. (2) Ohio Department of Transportation Contract New & Used Liquid Tankers Estimated Value \$100,000.00 Awarded Amount to Date \$416,834.24 Contract Period 05/22/2018 to 07/31/2020 (3) North Carolina Sheriff's Association Contract New Trucks, Trailers, & Related Equipment Estimated Value \$5M Awarded Amount to Date \$0 Contract Period 05/18/2020 to 05/18/2023
20	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?	West-Mark does hold a GSA Contract under number GS-30F-018DA. Annual sales from 01-01-2016 thru 06-01-2020 are \$5,704,982.07

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Nashville Electric Service	Tiffany Caruthers	(615) 747-3593
Ohio Department of Transportation	Jim Schurch	(614) 644-7870
State of South Carolina Department of Transportation	Joseph Cosentino	(803) 737-6640

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

**Line Item 22. 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 *
State of Alaska Cooperative Purchasing Contract	Government	Alaska - AK	Provide the State of Alaska with Trailers, Tank Trailers and Trucks as needed throughout the duration of the Contract. Contract Period 8/05/2017 to 8/5/2020 with three (3), one (1) year option renewals.	Estimated Value \$500,000.00	Awarded Amount to Date \$390,581.00
Ohio Department of Transportation	Government	Ohio - OH	Provide the Ohio Department of Transportation with New & Used Liquid Tankers as needed throughout the duration of the Contract. Contract Period 05/22/2018 to 07/31/2020.	Estimated Value \$100,000.00	Awarded Amount to Date \$416,834.24
Illinois Department of Transportation	Government	Illinois - IL	Provide the Illinois Department of Transportation with Heavy Equipment and Related Accessories as needed throughout the duration of the Contract. Contract Period 02/21/2017 to 03/31/2021	Estimated Value \$125,000.00	Awarded Amount to Date \$169,982.50
Brownsville Public Utilities	Government	Texas - TX	Provide Brownsville Public Utilities with Water Trucks as needed throughout the duration of the Contract. Contract Period 02/27/2020 to 04/31/2020	Estimated Value \$250,000.00	Awarded Amount to Date \$200,815.00
State of New Jersey Department of Transportation	Government	New Jersey - NJ	Provide the State of New Jersey Department of Transportation with Heavy Equipment and Related Accessories as needed throughout the duration of the Contract. Contract Period 09/25/2019 to 08/31/2020	Estimated Value \$225,000.00	Awarded Amount to Date \$203,625.00

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

Describe your company's capability to meet the needs of Sourcwell 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 *

23	Sales force.	<p>West-Mark employs thirty three (33) sales personnel all of whom will be trained and available to support Sourcewell participating entities throughout the entire U.S.  Our sales staff includes:</p> <ul style="list-style-type: none"> <li>- Twenty three (23) located at our facilities in CA.</li> <li>- Two (2) located at our FL office</li> <li>- One (1) located at our TX office</li> <li>- One (1) located at our facilities in AK</li> <li>- Six (6) Outside Sales Representatives covering the following geographic territories:  North-Eastern  Mid-Western  South-Eastern  North-Central  South-Central  North-Western  South-Western</li> </ul> <p>With physical presence commission only sales in the following states OH, NC, PA, WI, MN, TN, CA, AK, FL, TX.</p>
24	Dealer network or other distribution methods.	<p>West-Mark holds dealer licenses in CA, FL, TX, HI, and AK.</p> <ul style="list-style-type: none"> <li>• West-Mark has OEM partnerships which expand our nationwide dealer and distribution networks via the following:  West-Mark has three (3) company owned services facilities and hundreds of additional service facilities throughout the U.S. via our nationwide dealer network. Our company owned service facilities include: <ul style="list-style-type: none"> <li>- Two (2) Located in CA</li> <li>- One (1) Located in AK</li> </ul> </li> <li>- West-Mark is actively pursuing Texas and South Carolina properties for service expansion.</li> </ul> <p>We have negotiated and successfully formed strategic relationships that will add more West-Mark manufactured products to our product list, assist us with getting our brand name recognized across the United States, and will expand our market presence through association with the companies that we have partnered with which are as follows:</p> <ol style="list-style-type: none"> <li>1. Freightliner Trucks of Portland, OR, West-Mark is an authorized reseller/dealer of Freightliner Trucks to Federal, State &amp; Local Governments. Freightliner has 595 Dealers.</li> <li>2. Cementech, Inc. of Indianola, IA, West-Mark is an authorized reseller/dealer of Cementech products to Federal, State &amp; Local Governments. Cementech has 77 Dealers that in the U.S. &amp; Canada.</li> <li>3. Hi-Vac Corporation of Marietta, OH, West-Mark is an authorized reseller/dealer of Hi-Vac products to Federal, State &amp; Local Governments.</li> <li>4. Interstate Truck Bodies of Phoenix, AZ, West-Mark is an authorized reseller/dealer of Interstate Truck Bodies to Federal, State &amp; Local Governments.</li> <li>5. Interstate Trailers of Mansfield, TX with over 275 dealers nationwide we are currently an Authorized Dealer for Interstate Trailers, offering their complete line of products.</li> <li>6. Kaufman Trailers of Lexington, NC &amp; Bennettsville, SC one of our longest standing vendors/partners in the Industry. West-Mark is an Authorized reseller/dealer of Kaufman Trailers to Federal, State &amp; Local Governments.</li> <li>7. Kenworth Trucks of Kirkland, WA</li> </ol> <p>West-Mark is also pursuing negotiations with additional industry partners:</p> <ul style="list-style-type: none"> <li>- Fontaine Trailers of Birmingham, AL</li> <li>- Doonan Specialized Trailers of Great Bend, KS</li> </ul>
25	Service force.	<p>West-Mark has three (3) services facilities. Our service facilities include</p> <ul style="list-style-type: none"> <li>- Two (2) Located in CA</li> <li>- One (1) Located in AK</li> <li>- West-Mark has a relationship with Interstate Trailers in which we can utilize their existing dealer network of over 275 dealerships to perform work on our products.</li> <li>- West-Mark has a relationship with Kaufman Trailers in which Kaufman can service our products at each location in NC &amp; SC.</li> <li>- West-Mark is also a dealer/distributor of Freightliner and MAC Trucks. Due to the strong nature of our relationship we have at our disposal their dealerships and service centers nationwide.</li> </ul> <p>If one of our products are to be brought to one of Freightliners or MAC dealerships/service centers. The customer will contact West-Mark first and we will arrange for the customer to bring the vehicle in with a pre-negotiated rate and scope of work to be performed.</p> <ul style="list-style-type: none"> <li>- West-Mark is a dealer/reseller of Cementech, Inc. &amp; Hi-Vac Corporation who combined have over 150 dealers in the U.S. and Canada to service our products being offered.</li> <li>- Finally, West-Mark keeps an ongoing list of service centers in each location our products are sold that are authorized to do work on our equipment. These service centers are vetted and authorized by our company. In the near future a list of service centers will be listed on our web page.</li> </ul>

26	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>West-Mark provides a wide variety of services to its customers. Our customer service procedure applies to all service and warranty processes at West-Mark. These services cover all processes that begin after the title transfer or customer acceptance of the product and continue to the end of the life cycle of the product. Products are West-Mark manufactured and may also include other OEM manufactured products.</p> <p>Our response time capabilities vary due to the severity of the problem and some services may take longer than others. West-Mark's customer service program guarantees West-Mark to respond to every customer within 24 hours from the customers' initial contact. Within two (2) business days following West-Mark's first response to a customer's initial contact, West-Mark will contact the customer to communicate a proposed solution plan that resolves all of the customer's needs in the most timely and cost-efficient manner for the customer.</p> <p>West-Mark is committed as a company to provide timely, accurate and outstanding customer service.</p>	*
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	West-Mark is able and willing to provide our products and services to Sourcewell participating entities anywhere in the United States.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	West-Mark is able and willing to provide our products and services to Sourcewell participating entities anywhere in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	West-Mark is able and willing to fully serve all geographic areas of the United States and Canada through this proposed Contract, if awarded.	*
30	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?	West-Mark is able and willing to fully serve all Sourcewell participating entity sectors anywhere in the United States and Canada through this proposed Contract, if awarded.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	West-Mark does not have any specific contract requirements or restrictions that would apply to Sourcewell participating entities in Hawaii, Alaska, or in US Territories.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
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32	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>West-Mark's Marketing Strategy for promoting the Sourcwell contract opportunity if awarded:</p> <ul style="list-style-type: none"> <li>• The Sourcwell contract will be added to our Government web page with a PDF copy of the contract available to click on.</li> <li>• A hyperlink to the Sourcwell contract will exist as well on our Government web page. If selected the hyperlink will take the customer or individual to a dedicated Sourcwell landing page with contracting data and specific data related to the Sourcwell contract as well as informative materials and videos about Sourcwell.</li> </ul> <p>See the document titled "Marketing_Sample_Webpage," included in the "Marketing Plan" attachment.</p> <ul style="list-style-type: none"> <li>• West-Mark is also going to market the Sourcwell contract by:       <ol style="list-style-type: none"> <li>1. Utilizing Sourcwell's extensive videos and vendor resources in the vendor section of their webpage.</li> <li>2. Sending out a contract announcement via publications, social media, email blast, and mass mailing to all of our current customers.</li> <li>3. Developing a brochure that lists all of West-Mark's products as offered through our Sourcwell Contract and creating detailed flyers for each of these product models. Flyers for product models will include a brief description of the product model, pictures of the product model, a summarized list of the product model specifications that will include a few of the most popular options available, and contact information for West-Mark that directs recipients to our designated Sourcwell representative. West-Mark will use these brochures and flyers to hand out at Trade Shows and provide them to our current customers and potential customers when on the road networking and visiting both types of customers. See the documents titled "Marketing_Sample_PL_Brochure," and "Marketing_Sample_Flyer," included in the "Marketing Plan" attachment for examples of these items.</li> <li>4. Pull governmental agency data via a paid service to build lead lists that target agency decision makers. We will contact these government agencies primarily by making personal telephone calls to agency decision makers, we will also make contact via email blasts and mass mailings. In the event that a contract is awarded, West-Mark's primary goal is to encourage Sourcwell eligible entities to become Sourcwell participating entities. For the purpose of achieving our primary goal, we believe that personal contact and relationship building will be the most effective method of contact. West-Mark's secondary goal is to utilize our Sourcwell contract to facilitate sales of our products to our current customers and to Sourcwell participating entities. This goal to increase sales with the value added from our Sourcwell contract will be pursued using all three methods of contact mentioned above.</li> </ol> </li> </ul> <p>See the attachment on the "Downloads" page for this submission, under item (2) Marketing Plan Samples, titled "Marketing Plan," for a Preview of West-Mark's Marketing materials for this Sourcwell Contract, in the event of an award. The "Marketing Plan" attachment contains the following documents:</p> <ol style="list-style-type: none"> <li>a. Marketing_Sample_Webpage</li> <li>b. Marketing_Sample_PL_Brochure</li> <li>c. Marketing_Sample_Flyer</li> </ol>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>West-Mark's use of Technology &amp; Digital Marketing:</p> <p>While direct sales remain the primary marketing strategy for West-Mark products, digital marketing strategies are a significant avenue to reach new customers and market segments.</p> <ul style="list-style-type: none"> <li>• Internet Website – www.west-mark.com has been active since the early 1990's and is currently in its sixth major edition. The site is designed for ease of use by both existing and potential customers. It is intended to show the variety of equipment available.</li> <li>• SEO capabilities – the registered domain www.west-mark.com is designed for SEO optimization including logical page naming, key word metadata, and narrative metadata. Search engine rankings are regularly evaluated for improved search engine results on company products and services.</li> <li>• Social Media – the company maintains an active presence in Facebook Twitter, and YouTube.</li> <li>• Digital Catalogs &amp; Gallery – Digital catalogs and product grids are available for after-market replacement parts, product models, and available new and used equipment.</li> <li>• Industry Specific Links – Convenient links to government and industry websites are available for visitors to West-Mark and related sites. Direct links to industry landing pages such as www.westmarkdefense.com.</li> <li>• Usage and Tracking – Total and unique visits by page is used to evaluate and improve digital marketing strategies.</li> </ul>
34	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	<p>West-Mark's view as to Sourcwell's role in promoting contracts arising out of this RFP are as follows:</p> <ul style="list-style-type: none"> <li>- A notice/announcement of award sent out to all Sourcwell members.</li> <li>- Training and familiarization of newly awarded contracts to Sourcwell members and the Sourcwell team.</li> <li>- Sourcwell Landing web page with awarded contract company data and other vital information that Sourcwell members can use to purchase our products.</li> <li>• West-Mark will integrate the awarded Sourcwell contract into our sales process through training documents, meetings, and videos. West-Mark will have a full-time director of City, County, States.       <ul style="list-style-type: none"> <li>- West Coast Director is Mr. Jeff Hurst</li> <li>- East Coast Director is Mr. Jeffrey Spranger</li> </ul> </li> </ul>

35	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.	West-Mark's products are not available through an e-procurement ordering process. We are base model company customization e-procurement is not currently available for our products.	*
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**Table 8: Value-Added Attributes**

Line Item	Question	Response *	
36	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.	West-Mark provides training courses focused on the products offered by our company includes OSHA, Safety, Helper, Driver, Truck Operations, Maintenance, and Supervisor training. Covering front, rear, automated truck training. West-Mark certified employees conduct the training on West-Mark products and on West-Mark suppliers/OEM products. Trainers will be certified by the suppliers/OEM's products being offered/sold and/or accompanied by supplier/OEM representative to conduct training. Training is done on a case by case basis as each training session usually varies per customer scope requesting the training. Training rates are calculated per diem rates for travel expenses, meals, & lodging then \$150.00 per hour per trainer.	*
37	Describe any technological advances that your proposed products or services offer.	West-Mark utilizes the electronic interfaces available from the chassis OEM to integrate the body buildup with the chassis to utilize the safety features directly available from the chassis manufacturer. i.e. Remote throttle control for running auxiliary pumps.  Stationary heating of liquid bulk cargo tanks In-transit heating of liquid bulk cargo tanks. Load shedding of electrical circuits to protect engine alternator output. Engine overrun protection in the presence of saturated hydrocarbon environment. Overheat protection systems for Vacuum units in the presence of saturated hydrocarbon environment. Max rpm limits to protect pumping or vacuum systems.	*

38	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>West-Mark's Go-Green Initiative</p> <p>Mission Statement West-Mark strives to continually reduce our impact on the environment. By implementing responsible projects and practices, including conservation of energy, natural resources, and reduction of waste steams to the environment. We strive to educate our team members, business partners, and our community on environmental responsibility. We commit to do our part in keeping the world environmentally healthy.</p> <p>Go Green Projects</p> <ul style="list-style-type: none"> <li>• Overhead Lighting (Energy Savings) - Replaced 62 each halogen overhead lighting in the fab facility with 4000K LED wide flood lights. Energy reduction was reduced from 400 watts per fixture to 165 watts per fixture for a total yearly reduction of 55,948 KWH. (2018)</li> <li>• Overhead Lighting (Energy Savings) - Replaced 165 each halogen overhead lighting in the New Manufacturing facility with 4000K LED wide flood light. Energy reduction was reduced from 400 watts per fixture to 165 watts per fixture for a total yearly reduction of 148,896 KWH. (2018)</li> <li>• Welders (Energy Savings) – Replaced 72 each CP-250 TS 230 volt 34.5 AMP, 11.24 constant voltage inefficient generator type welding power supplies with full electronic XMT-304 multi process Inverter Auto-Line primary power management, with on demand fan, highly energy efficient welding power supplies. The XMT with its multi process capability allowed removal of two earlier generation power supplies for every new power management multi process XMT-304 power supply we purchased. (2000-2019)</li> <li>• Hazardous Materials (Waste Reduction) - Lean manufacturing event was held to analyzing each new and used hazardous material stored and collected. Reduced a significant amount and types of Hazardous materials by using the "reduce, recycle and reuse" method. (2012)</li> <li>• Recycling (Waste Reduction) - Lean manufacturing event was held to reduce the amount of trash entering the land fill. Results we achieved were 100% recycling of cardboard, packaging materials, metals and all wood products. (2012)</li> <li>• Water Testing Methods (Water Conservation) - Lean manufacturing event was held to reduce water consumption at the manufacturing facilities. Previously, the interior of each manufactured tank was washed and rinsed with water then discharged down the drain; today, the interiors are dry cleaned with reusable dry mops and rags requiring no water. Previously, steel tank were water tested and discharged to sewage drain as a onetime use; today, a reclaim holding tank is used for recycling the water 100's of times. Previously, pump spray testing required filling the tank with water and drive the equipment around the parking lot to get spray patterns and pumping data; today, a recovery booth, tank and pumping system reclaims water through a floor drain, filter, recovery tank and filters. Approx. water reduction of 25,000 gallons annually. (2013)</li> <li>• Forklifts (Air Quality) – Replaced forklift fleet companywide not meeting current emission standards. West-Mark's truck and forklift fleet exceed all Federal as well as California's strict Air Resource Board Standards. (2015-2019)</li> <li>• Metal Dust (Air Quality) - Being a Stainless Steel manufacturing facility we were concerned about our shop floor sweepings containing hexavalent particles created from our manufacturing processes. To eliminate this problem floor sweepings are now being separated through a sieve collection hopper where airborne practical size sweepings are collected and disposed by a Hazardous Waste Disposal Facility. (2019)</li> </ul>
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<p>39</p>	<p>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>	<p>West-Mark's Environmental Sustainability Policy:</p> <p>VISION West-Mark is committed to operate and provide products for a better world.</p> <p>PRINCIPLES Our approach to business is guided by commitments to the following principles: Leadership, Inclusivity, Transparency, Integrity, Accountability, and Continuous Improvement.</p> <p>IMPORTANT ISSUES There are many important issues in our local and global environment. Due to their direct impact on us and related parties, we have prioritized the following issues: waste reduction, air quality, health and safety, and financial solvency.</p> <p>OUR COMMITMENT AND SCOPE This policy will apply to all West-Mark facilities, products and team members. Our attention to environmental, social and economic responsibility includes working within the law and voluntarily exceeding legal requirements in order to be innovative and demonstrate leadership on the issues important to us and our team members. As we design products and processes we are able to choose how our actions and words will build a better quality of life for our team members and related parties.</p> <p>OBJECTIVES We commit to:</p> <ul style="list-style-type: none"> <li>• Minimize environmental impacts in the areas of waste, water, energy and air quality.</li> <li>• Ensure our supply chain has responsible social and environmental practices.</li> <li>• Create innovative approaches to minimize negative environmental impacts, improve economic bottom lines.</li> </ul> <p>REPORTING</p> <ul style="list-style-type: none"> <li>• We will review and report on our progress annually.</li> <li>• Internal reviews will be held periodically, at least once per year.</li> <li>• Management reviews will be conducted quarterly.</li> </ul> <p>West-Mark's Annual Environmental Sustainability Review:</p> <p>WASTE PREVENTION ACTIVITIES Reduce paper and supplies Storm Water Fluids &amp; Chemicals Hand Tools</p> <p>RECYCLING ACTIVITIES Paper &amp; Packaging Metals Universal Waste</p> <p>WATER CONSERVATION ACTIVITIES Water Usage Shop Water Usage Landscaping</p> <p>ENERGY CONSERVATION ACTIVITIES Monitoring of Electricity Usage Lighting Shop Machinery</p> <p>TRANSPORTATION / CARBON Employees Customer Equipment Company Vehicles</p> <p>TEAM PARTICIPATION ACTIVITIES Team Member Training Supplier Involvement</p> <p>Location: Inspection Date: Inspected by: Reviewed by:</p>
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40	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>West-Mark is SBE Self-Certified and listed in SAM (System for Award Management) under the following NAICS Codes:</p> <p>West-Mark – ( c ) Representations.</p> <table border="1"> <thead> <tr> <th>NAICS Code</th> <th>Name</th> <th>NAICS Exception</th> <th>Size Standard</th> <th>Small Business?</th> </tr> </thead> <tbody> <tr> <td>332312</td> <td>Fabricated Structural Metal Manufacturing</td> <td></td> <td>500</td> <td>Y</td> </tr> <tr> <td>332313</td> <td>Plate Work Manufacturing</td> <td></td> <td>750 Y</td> <td></td> </tr> <tr> <td>332322</td> <td>Sheet Metal Work Manufacturing</td> <td></td> <td>500 Y</td> <td></td> </tr> <tr> <td>332420</td> <td>Metal Tank (Heavy Gauge) Manufacturing</td> <td></td> <td>750 Y</td> <td></td> </tr> <tr> <td>332999</td> <td>All Other Miscellaneous Fabricated Metal Product Manufacturing</td> <td></td> <td></td> <td>750 Y</td> </tr> <tr> <td>333120</td> <td>Construction Machinery Manufacturing</td> <td></td> <td>1250 Y</td> <td></td> </tr> <tr> <td>333131</td> <td>Mining Machinery and Equipment Manufacturing</td> <td></td> <td>500 Y</td> <td></td> </tr> <tr> <td>333132</td> <td>Oil and Gas Field Machinery and Equipment Manufacturing</td> <td></td> <td></td> <td>1250 Y</td> </tr> <tr> <td>333914</td> <td>Measuring, Dispensing, and Other Pumping Equipment Manufacturing</td> <td></td> <td></td> <td></td> </tr> <tr> <td>750</td> <td>Y</td> <td></td> <td></td> <td></td> </tr> <tr> <td>333924</td> <td>Industrial Truck, Tractor, Trailer, and Stacker Machinery Manufacturing</td> <td></td> <td></td> <td></td> </tr> <tr> <td>750</td> <td>Y</td> <td></td> <td></td> <td></td> </tr> <tr> <td>336120</td> <td>Heavy Duty Truck Manufacturing</td> <td></td> <td>1500 Y</td> <td></td> </tr> <tr> <td>336211</td> <td>Motor Vehicle Body Manufacturing</td> <td></td> <td>1000 Y</td> <td></td> </tr> <tr> <td>336212</td> <td>Truck Trailer Manufacturing</td> <td></td> <td>1000 Y</td> <td></td> </tr> <tr> <td>336992</td> <td>Military Armored Vehicle, Tank, and Tank Component Manufacturing</td> <td></td> <td></td> <td></td> </tr> <tr> <td>1500</td> <td>Y</td> <td></td> <td></td> <td></td> </tr> <tr> <td>336999</td> <td>All Other Transportation Equipment Manufacturing</td> <td></td> <td></td> <td>1000 Y</td> </tr> <tr> <td>423120</td> <td>Motor Vehicle Supplies and New Parts Merchant Wholesalers</td> <td></td> <td></td> <td>500 Y</td> </tr> <tr> <td>423860</td> <td>Transportation Equipment and Supplies (except Motor Vehicle) Merchant Wholesalers</td> <td></td> <td>500 Y</td> <td></td> </tr> <tr> <td>811111</td> <td>General Automotive Repair</td> <td></td> <td>\$7,500,000.00</td> <td>N</td> </tr> <tr> <td>811121</td> <td>Automotive Body, Paint, and Interior Repair and Maintenance</td> <td></td> <td>\$7,500,000.00</td> <td>N</td> </tr> </tbody> </table> <p>(1)** The offeror represents as part of its offer that it is, is not a small business concern.</p>	NAICS Code	Name	NAICS Exception	Size Standard	Small Business?	332312	Fabricated Structural Metal Manufacturing		500	Y	332313	Plate Work Manufacturing		750 Y		332322	Sheet Metal Work Manufacturing		500 Y		332420	Metal Tank (Heavy Gauge) Manufacturing		750 Y		332999	All Other Miscellaneous Fabricated Metal Product Manufacturing			750 Y	333120	Construction Machinery Manufacturing		1250 Y		333131	Mining Machinery and Equipment Manufacturing		500 Y		333132	Oil and Gas Field Machinery and Equipment Manufacturing			1250 Y	333914	Measuring, Dispensing, and Other Pumping Equipment Manufacturing				750	Y				333924	Industrial Truck, Tractor, Trailer, and Stacker Machinery Manufacturing				750	Y				336120	Heavy Duty Truck Manufacturing		1500 Y		336211	Motor Vehicle Body Manufacturing		1000 Y		336212	Truck Trailer Manufacturing		1000 Y		336992	Military Armored Vehicle, Tank, and Tank Component Manufacturing				1500	Y				336999	All Other Transportation Equipment Manufacturing			1000 Y	423120	Motor Vehicle Supplies and New Parts Merchant Wholesalers			500 Y	423860	Transportation Equipment and Supplies (except Motor Vehicle) Merchant Wholesalers		500 Y		811111	General Automotive Repair		\$7,500,000.00	N	811121	Automotive Body, Paint, and Interior Repair and Maintenance		\$7,500,000.00	N
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423860	Transportation Equipment and Supplies (except Motor Vehicle) Merchant Wholesalers		500 Y																																																																																																																		
811111	General Automotive Repair		\$7,500,000.00	N																																																																																																																	
811121	Automotive Body, Paint, and Interior Repair and Maintenance		\$7,500,000.00	N																																																																																																																	
41	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>Our chassis buildups are designed to operate in some of the harshest climates around the world and in Alaska on the worst roads as well as under extreme weather conditions (-50 degrees to 120 degrees).</p> <p>West-Mark's experience along with shared information from our customers usage and our Fairbanks Service Center has helped our West-Mark Continuous Improvement Program (WMCIP).</p> <p>West-Mark has delivered numerous equipment to the Middle East in extreme combat scenarios and again very harsh conditions. These trucks have been used to support our efforts during war and are performing excellent in the extreme desert conditions.</p> <ul style="list-style-type: none"> <li>- We have state of the art equipment, training, programs, and engineering that gives us the ability to have:</li> <li>- Precise machining and tooling.</li> <li>- Some of the best welding and welds in the industry since we are an ASME shop</li> <li>- Engineering ability to design products even prior to awards to give the customer the comfortability and satisfaction they are getting exactly what they need.</li> <li>- State of the art computer aided software for FEA &amp; 3D modeling so we can test and run analysis on real life situations to ensure the design meets the requirements.</li> <li>- Also, we have relationships with NATC (Nevada Automotive Test Center) for testing our equipment in real time situations and with GS Engineering, Inc. who have several Physical Engineers on staff to validate and simulate of our models we provide on any design for terrain to see how the truck will react.</li> </ul>																																																																																																																			

**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 *
42	Do your warranties cover all products, parts, and labor?	Yes, West-Mark's warranty covers all products and parts manufactured by West-Mark and all labor performed by West-Mark. Please see the attachment uploaded to the Warranty Information section for full warranty details.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, West-Mark's warranty does not impose usage restrictions or other limitations that adversely affect coverage when the product is used as intended. West-Mark warrants the Equipment manufactured by it to be free from defects in material and workmanship under normal use, when proper service and maintenance as described in its Service Bulletins and Operation Manuals are performed, for a period of twelve (12) months from date of delivery FOB destination/origin to first purchaser or disclosed assignee end user.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, West-Mark's warranty does not cover the technicians' travel time or mileage to perform warranty repairs. This is addressed in West-Mark's Statement of Warranty on page 1, paragraph 5, item number 6. Paragraph 5 reads: "West-Mark shall correct by repair or replacement any defect in material or workmanship in any part of a product manufactured by it subject to the following conditions: (a) Written notice of any such claimed defect must be given to West-Mark during the warranty period; (b) West-Mark shall have the right to inspect the claimed defective Equipment at such time and place as it reasonably requests (c) West-Mark shall not be obligated to furnish "loaners" or any compensation for rented, loaned or borrowed equipment while repair is being made under this warranty; (d) All repairs under this warranty shall be made at a West-Mark Service Center, or at such other place designated by West-Mark, and Buyer must bear the risk and expense of transporting the Equipment to West-Mark's plant or such other designated place."
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No. West-Mark can provide a certified technician to perform warranty repairs in any geographic regions of the United States, and in Canada when applicable.
46	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?	West-Mark will pass on to the original equipment manufacturer those warranty issues for items made by other manufacturers that are part of West-Mark's proposal. This is addressed in West-Mark's Statement of Warranty on page 1, paragraph 3, sentence 2. Sentence 2 of Paragraph 3 on Page 1 reads: "West-Mark makes no warranty of products manufactured by others and supplied by West-Mark, the same being directly subject to warranties, if any, of their respective manufacturers."
47	What are your proposed exchange and return programs and policies?	West-Mark's proposed exchange and return programs and policies are discussed in detail on page 1, paragraph 2, sentence 2. Paragraph 2 reads: "West-Mark will repair or replace any component or part thereof, of any such unit manufactured by West-Mark, which is proven to West-Mark's satisfaction to have been defective in material or workmanship. Such components or parts thereof shall be repaired or replaced without cost to the first purchaser for parts and labor provided such unit is returned for such repair or replacement to a West-Mark Service Center, or other such place as may be designated by West-Mark, within the warranty period from the date on which unit was delivered to such first purchaser."
48	Describe any service contract options for the items included in your proposal.	West-Mark may offer service contract options, upon receipt of customer request, for specific products or pieces of equipment that require special servicing that must only be performed by such certified technicians. Customers are permitted to request service contracts for these specific products or pieces of equipment at the time of purchase.

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

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	West-Mark's payment terms are net 30 days.
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	<p>Yes, West-Mark provides leasing and financing options, including those options that schools and governmental entities may need to use in certain acquisitions.</p> <p>West-Mark provides leasing and financing options through select third-party agencies that have established solid relationships with our customers. Third-party agencies in West-Mark's network must make customer satisfaction their first priority. Criteria to become a West-Mark selected financial agency include a foundation built on trust and stewardship, centralized focus on customers as individuals, the core value of relationship building, establishing a solid, comprehensive understanding of each customer's current needs, special circumstances, and future financial goals, creating custom product solutions that satisfy the customer's current needs in each special circumstance while facilitating growth and implementing financial strategies in alignment with the customer's future goals.</p> <p>Additional leasing and financing options are also available to West-Mark customers through our dealer network. Utilizing third-party financial agencies that have built strong relationships with dealers in our network.</p>
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell 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 Sourcewell participating entities' purchase orders.	<ul style="list-style-type: none"> <li>• West-Mark's procedures for processing orders are as follows: <ul style="list-style-type: none"> <li>- Receipt of a signed contract or valid purchase order. See PC-02-00 for more detailed information that what is listed below.</li> <li>- For Purchase Orders received from the Customer, the P.O. is reviewed and compared to the quote by the Sales Manager.</li> <li>- If there are discrepancies, the customer is contacted for resolution. If there is no discrepancy, the Sales Manager creates a Sales Order Request (FC-02-08).</li> <li>- Sales Administrator creates a contract file and Laserfiche folder.</li> <li>- A checklist is used to verify the necessary contract documents are on file (FC-02-25).</li> <li>- Contract file is monitored until missing documents are received.</li> <li>- Sales Administrator opens new Jobs in Jobscope including budgets, due dates and customer information.</li> <li>- Sales Administrator sends an acknowledgement Thank-you letter (FC-02-26) to customers and releases the necessary information to the appropriate departments to begin work to the order or contract requirements.</li> <li>- Once logged in JobScope quarterly reports will generated for submittal to Sourcewell and to track/pay the administration fee.</li> <li>- Sales Administrator is responsible to prepare quarterly activity reports within the first ten (10) days of each quarter or as required by source contract against base multiple award Contract number.</li> <li>- Quarterly report is to include all contract shipment invoice amounts within the prior calendar quarter. In the event, fees or charges are due, reports are to be submitted to Government Sales Manager for approval and then processed by Accounts Payable for payment.</li> <li>- Quarterly reports and supporting documentation will be retained for a minimum of three (3) years.</li> <li>- See attached (FormP_Att1_Order-Processing_Procedures) for more information</li> </ul> </li> </ul> <p>4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?</p> <ul style="list-style-type: none"> <li>• West-Mark does accept the P-card procurement and payment process for replacement parts only.</li> <li>• There are no additional costs to Sourcewell Members for using this process.</li> </ul>
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	<p>Yes, West-Mark accepts the P-card procurement and payment process. Additionally, the majority of dealers in West-Mark's dealer network also accept the P-card procurement and payment process. No, there is no additional cost to Sourcewell participating entities for using this process.</p>

**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 Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	West-Mark offers competitive pricing on all of our products. Special discounts will be provided exclusively to Sourcwell participating entities. Each Sourcwell participating entity will receive a 24% line-item discount from list price on all product models and options we offer. Additionally, West-Mark will give Sourcwell participating entities an additional 1% volume discount for bulk orders: single orders placed that include an excess of 9 units on one order. Please see the attached Price List for more detailed information.
54	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.	West-Mark's pricing offered to Sourcwell participating entities shall be 24% discount from product list price.
55	Describe any quantity or volume discounts or rebate programs that you offer.	An additional 1% volume discount will be given for quantity orders in excess of 9 units on a single order.
56	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.	West-Mark may offer "sourced" products (and/or related services) in addition to our products that we manufacture in our ordinary course of business. The price of "sourced" products will be determined at West-Mark's discretion and offered to Sourcwell participating entities at the lowest price we determine. Conclusively, West-Mark will offer "sourced" products to Sourcwell participating entities "at cost" and such products will be individually listed on offers of proposal.
57	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.	When requested, West-Mark can provide training on all equipment it offers through Sourcwell. If such training is requested, pricing for training and duration shall be detailed in offer. West-Mark offers various levels of maintenance/instruction/parts manuals with all its products. Operator training guides are also available as an option to each model.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Freight, delivery, or shipping cost is an additional cost to the Sourcwell participating entity. This additional cost will be included in the total price quoted at the time of offer. West-Mark ships its products world-wide; shipping costs will vary by location. Sourcwell members shall benefit by West-Mark pricing delivery in this manner in lieu of a firm fixed price for shipments nationwide.</p> <p>Our goal is to keep shipping under \$2.50 per mile. We have a list of companies that we use for shipping. When a unit is ready to ship, we first put out a shipping broadcast to all our transportation companies in a competitive bid scenario to get the best shipping price. Next, we evaluate our history with the transportation company, based on positive customer feedback after previous delivery experiences. Then, we consider the delivery date and time proposed by each vendor, selecting only those that will perform delivery in accordance with the customer's expectation of arrival. Finally, West-Mark selects the transportation company that proposes the lowest price and has a proven positive past performance with West-Mark customers, that will meet the current customer's desired date and time to receive delivery.</p> <p>A West-Mark shipping coordinator will be in contact with the customer at time of pick up, during transit, and at time of delivery. The shipping coordinator will work with the customer and will provide solutions whenever applicable. Examples of circumstances that could require additional assistance from West-Mark's shipping coordinator include the instance that the equipment being delivered need to be unstacked, when there are special delivery requirements, and in circumstances where a special service is needed to set up or off load the equipment (i.e. a third-party crane service is necessary for off-loading.) Any additional assistance that our shipping coordinator provides to the customer is at the courtesy of West-Mark; customers will not be billed nor will additional costs incurred be made at the expense of the customer.</p>

59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	West-Mark specifically offers direct delivery programs when shipping to areas that are geographically located outside of the continental U.S. including Alaska, Hawaii, Canada and any offshore locations. Each specific offer shall include travel expense, delivery or shipping cost quoted at time of offer.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	West-Mark strategically deploys many different types of delivery methods to provide the best shipping/delivery solution to every customer, every time. West-Mark's distribution/delivery method is uniquely applied to every individual order. Different types of delivery methods may include the use of flatbed trailers, step-decks, cargo containers, ships (roll on/roll off/breakbulk), and may also include stacking. West-Mark will do whatever it takes to meet and exceed our customers' needs every time on every order.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *	
62	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.	West-Mark's Self-audit Process in Compliance with this proposal made to Sourcwell: Each offer will include a pricing sheet that Sourcwell may crossreference against West-Mark's option list to validate that we have held pricing for the offered item to the contract amount. West-Mark regularly performs this audit for several contracts. To remain competitive and ensure our client's receive best value, this same sheet also includes a line item for discount since West-Mark continually updates its pricing to stay current among market trends and cost of goods and services, etc. West-Mark shall maintain a logbook designated to orders received under this contract, if awarded, where all data and information above will be recorded and kept in compliance with Sourcwell's record-retention requirements. West-Mark will refer to this logbook each quarter to compile a report of all sales acquired under this contract in the quarter, calculate the administrative fee using the proposed percentage of sales resulting from this contract, and complete a Quarterly Report for submission to Sourcwell with payment of the calculated administrative fee enclosed.	*
63	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.)	West-Mark proposes to pay Sourcwell an administrative fee for facilitating, managing, and promoting the Sourcwell Contract in the event that we are awarded a Contract. West-Mark's proposed administrative fee is the amount equal to 1.75% of West-Mark's quarterly sales acquired through this Contract.	*

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>West-Mark products offered in this bid proposal response to RFP #060920, Class 4-8 Chassis with Related Equipment, Accessories, and Services:</p> <p>West-Mark is offering our full line of chassis models Class 4 - 8, chassis bodies (mounted on Class 4 - 8 chassis), turn key solutions Class 4 - 8 Chassis, with related equipment &amp; accessories for products consisting of:</p> <ul style="list-style-type: none"> <li>- Fuel and Energy trucks to include refuelers and delivery haulers</li> <li>- Construction &amp; Industry trucks to include potable &amp; non-potable water trucks, fuel trucks, vacuum trucks and deck over trucks, stake bodies and flatbed trucks and cargo box trucks.</li> <li>- Food and Agriculture trucks to include liquid bulk transport trucks with food grade tanks.</li> <li>- Liquid Waste trucks to include special vacuum trailer</li> <li>- Arctic Equipment (severe service) to include all areas included above but built for the most austere climates. These units include special heating and insulating requirements to operate.</li> </ul> <p>See the attachment on the "Downloads" page for this submission, under item (5) Pricing, zip file attachment titled "Pricing," document titled,"Product_Price_List_Sourcewell," contained in the zip file for expansive details about the product and services that are currently being offered in this proposal.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> <li>- Truck bodies related to and mounted on class 4 - 8 Chassis. Examples of bodies offered are: Dump, Vacuum, Sewer System, Cargo, Flatbed, Stake, Water, Fuel, Cement Mixer, Dust Control, Water Jetting Systems, etc.</li> <li>- Turn Key Solutions truck chassis class 4 - 8 with bodies mounted ready to go as a turn key unit offered. Dust Control, Vacuum, Dump, Flatbed, Water, Fuel.</li> <li>- All options, related equipment &amp; accessories offered to create customer chassis class 4 - 8 with custom bodies for class 4 - 8 chassis. Our vast array of options that are built into our quoting system Quote Write allows us to create almost any custom chassis/body build up/solution to meet our customers specific needs.</li> </ul>

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

Indicate below what Classes of equipment are offered in this proposal.

Line Item	Category or Type	Offered *	Comments	
66	Class 8 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	See the attachment on the "Downloads" page for this submission, under item (5) Pricing, zip file attachment titled "Pricing," for detailed specifications and product brochures for all product models being offered in this proposal.	*
67	Class 7 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	See the attachment on the "Downloads" page for this submission, under item (5) Pricing, zip file attachment titled "Pricing," for detailed specifications and product brochures for all product models being offered in this proposal.	*
68	Class 6 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	See the attachment on the "Downloads" page for this submission, under item (5) Pricing, zip file attachment titled "Pricing," for detailed specifications and product brochures for all product models being offered in this proposal.	*
69	Class 5 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	See the attachment on the "Downloads" page for this submission, under item (5) Pricing, zip file attachment titled "Pricing," for detailed specifications and product brochures for all product models being offered in this proposal.	*
70	Class 4 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	See the attachment on the "Downloads" page for this submission, under item (5) Pricing, zip file attachment titled "Pricing," for detailed specifications and product brochures for all product models being offered in this proposal.	*

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
71	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.	<p>Sourcewell internal tracking metrics will be handled through our Job Scope software which is the same software used to track all customer orders as well as other contract orders. In job scope we assign job orders with a designator to customers &amp; contracts as a tracking mechanism. This allows reports to be pulled by customer, contract, type of product, etc.</p> <p>Also, West-Mark utilizes a sales software quoting system that integrates with Job Scope called Quote Writer. Quote writer has the same tracking mechanism/designator within the system so when the quote is turned to an order it transfers to Job Scope. Not only does this keep the transition from quote to job seamless it removes the ability for errors when processing jobs. We can also go back to quote writer and pull reports on quotes won and lost using the contract and/or customer designator code.</p> <p>Lastly, these codes translate through to accounting to pay and track sales for quarterly reporting.</p>
72	Describe your company's offering in relation to alternative fuel sources, including electric or others.	<p>West-Mark can offer any of the available alternative fuel sources developed by each chassis Manufacture. This list varies by manufacturer based on offerings.</p> <p>Alternative fuel sources include:</p> <ul style="list-style-type: none"> <li>• ULSD</li> <li>• Diesel</li> <li>• LNG</li> <li>• CNG</li> <li>• Gasoline</li> <li>• Electric</li> <li>• Hybrid electric</li> </ul>
73	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety that differentiate your offerings.	<p>West-Mark stands out among the competition due to its strength in manufacturing ASME vessels.</p> <ul style="list-style-type: none"> <li>• West-Mark is also the light-weight leader in the manufacturing of mobile vessels for transport of liquid bulk.</li> <li>• Safety is an utmost priority. West-Mark excels in safety utilizing our Safety Center covering 29 individual sections that not only keep our employees safe but also result in the design and manufacture of safe vehicles.</li> <li>• Our products are durable and reliable, and their longevity speaks for itself.</li> </ul> <p>West-Mark has been in business for over 50 years and a major portion of our business is due to repeat customers.</p> <p>West-Mark communicates with the Chassis OEM but also keeps our own logs on the vehicles we produce. We feel that if it has a West-Mark body build-up on it that it is our responsibility to ensure support throughout the life of the vehicle.</p> <ul style="list-style-type: none"> <li>• West-Mark maintains a non conforming log for purchase parts to identify materials issues with suppliers.</li> <li>• West-Mark maintains a customer feedback list to address items that arise from customers.</li> <li>• Employee suggestion Program</li> <li>• Service bulletin Log</li> </ul>
74	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	<p>West-Mark Service Centers have available to their customers and larger fleets a complete maintenance tracking system and reminders for trailers needing HM-180 and DOT Annual Inspections. This commitment to our customers differentiates West-Mark from other vendors.</p> <ul style="list-style-type: none"> <li>- West-Mark keeps service history logs on our customers and have them readily accessible to retrieve and print. Each unit is viewable as a write up as to the work performed.</li> <li>- West-Mark does offer remote diagnostics on a vehicle upfront to have a connection to the vehicle.</li> </ul>



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

**Line Item 75. 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."

- [Financial Strength and Stability](#) - Financial Strength.pdf - Tuesday June 09, 2020 03:09:04
- [Marketing Plan/Samples](#) - Marketing Plan.zip - Tuesday June 09, 2020 04:36:43
- [WMBE/MBE/SBE or Related Certificates](#) - Related Certificates.pdf - Tuesday June 09, 2020 05:10:41
- [Warranty Information](#) - Certified Stainless Service Inc. dba West-Mark Statement of Warranty.pdf - Monday June 08, 2020 00:55:34
- [Pricing](#) - Pricing.zip - Tuesday June 09, 2020 15:08:09
- [Additional Document](#) - Sourcewell Certificate of Insurance 06.04.20.pdf - Monday June 08, 2020 00:58:44

## Proposer's Affidavit

### **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:
  - a. 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>;
  - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
  - c. 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. - Scott Vincent, CEO, Certified Stainless Service, Inc. dba West-Mark

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_11_Class_4-8_Chassis_RFP060920</b> Wed June 3 2020 07:52 AM	<input checked="" type="checkbox"/>	--
<b>Addendum_10_Class_4-8_Chassis_RFP060920</b> Wed May 27 2020 03:40 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_9_Class_4-8_Chassis_RFP060920</b> Tue May 26 2020 02:51 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_8_Class_4-8_Chassis_RFP060920</b> Thu May 21 2020 01:21 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_7_Class_4-8_Chassis_RFP060920</b> Mon May 18 2020 03:30 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_6_Class_4-8_Chassis_RFP060920</b> Wed May 13 2020 04:40 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_5_Class_4-8_Chassis_RFP060920</b> Tue May 12 2020 10:00 AM	<input checked="" type="checkbox"/>	--
<b>Addendum_4_Class_4-8_Chassis_RFP060920</b> Mon May 4 2020 01:24 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_3_Class_4-8_Chassis_RFP060920</b> Wed April 29 2020 03:45 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_2_Class_4-8_Chassis_RFP060920</b> Wed April 22 2020 01:14 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_1_Class_4-8_Chassis_RFP060920</b> Fri April 17 2020 12:32 PM	<input checked="" type="checkbox"/>	--

**AMENDMENT #1  
TO  
CONTRACT #060920-CER**

THIS AMENDMENT is by and between **Sourcewell** and **Certified Stainless Service, Inc. dba West-Mark** (Vendor).

Vendor was awarded a Sourcewell Contract for Class 4-8 Chassis with Related Equipment, Accessories, and Services effective July 31, 2020, through August 1, 2024, relating to the provision of services by Vendor to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement will be updated and amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. Section 20. Insurance, Subsection A. Requirements, Item 5 Professional/Technical Errors and Omissions of the Original Agreement is modified to reduce the insurance limit required to \$1 million per claim or event/\$2million annual aggregate.

**Remainder of page intentionally left blank.**

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

**Sourcewell**

**Certified Stainless Service, Inc.  
dba West-Mark**

By: Jeremy Schwartz  
Authorized Signature

By: Curtiss S. Homan  
Authorized Signature

Jeremy Schwartz  
Name – Printed

Curtiss Homan  
Name – Printed

Title: Director of Operations & Procurement/CPO

Director of Business Development  
Title: & OEM Product Sales

Date: 8/14/2020 | 8:26 PM CDT

Date: 8/14/2020 | 5:33 PM PDT

**Sourcewell-APPROVED:**

By: Chad Coauette  
Authorized Signature

Chad Coauette  
Name – Printed

Title: Executive Director/CEO

Date: 8/14/2020 | 10:00 PM CDT