

**Solicitation Number: 092920****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Western International, Inc. a Michigan registered corporation dba "Western Global", 1707 Northwood Drive, Troy, MI 48084 (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 December 7, 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

RFP 092920 - Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services

Vendor Details

Company Name: Western International, Inc. DBA Western Global
Does your company conduct business under any other name? If yes, please state: Western Global
Address: 1707 Northwood Drive
troy, Michigan 48084
Contact: Brett Kischnick
Email: brett.kischnick@western-global.com
Phone: 248-320-8425
Fax: 203-847-4310
HST#: 26-1588059

Submission Details

Created On: Tuesday August 11, 2020 08:12:51
Submitted On: Tuesday September 29, 2020 15:12:59
Submitted By: Brett Kischnick
Email: brett.kischnick@western-global.com
Transaction #: 9306da77-23b1-46df-904f-337086cbdf56
Submitter's IP Address: 97.84.240.97

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):	Western International, Inc. a Michigan registered corporation DBA "Western Global" which is a subsidiary of Western Global Holdings Limited
2	Proposer Address:	1707 Northwood Drive Troy, MI 48084
3	Proposer website address:	www.western-global.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):	Barry Truan General Manager 1707 Northwood Drive Troy, MI 48084 barry.truan@western-global.com (248) 255-4426 Work
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brett Kischnick National Account Manager - Strategic Accounts - Government 1707 Northwood Drive Troy, MI 48084 brett.kischnick@western-global.com (248)320-8425 Work cell
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	None

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, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Western Global is the number one global market leader in fuel tanks & equipment with over 50 years of experience in developing fuel storage and dispensing solutions. In 1962, Western Global was established as a family business in the United Kingdom as a tank fitting outfit. From its humble beginnings, Western expanded from the UK into European and North American markets. In 2014, Western acquired the business and assets of TransTank Pty Ltd, bolstering its containerized tank capability and expanding its footprint into Australia and South Africa, making Western a truly global organization. Today, our global team of highly-qualified industry experts with decades of regulatory experience, lead the way in navigating the complex regulatory requirements of storing fuel and help give our customers peace of mind and confidence in the fueling systems we provide.</p> <p>Our vision & mission is simple – we want to always be the industry leader in the global supply of liquid fuel handling equipment through investment in quality, people, and partnerships. Innovation is what drives us forward. We strive for continuous improvement in product development ensuring that our customers and their applications are always in focus. For over 5 decades, our partners have achieved ultimate efficiency, while meeting local regulatory requirements, in both their operations and their bottom lines by working with our organization and products. Simply put, we believe that Our Innovation is Your Efficiency.</p> <p>Western's Global team of 140+ staff operates utilizing the following core values that are at the heart of everything we do: Teamwork - working as one team across countries and departments to go above and beyond for each other and our customers. Openness - communicating with each other and welcoming ideas and opinions, especially when they challenge our assumptions. Passion - caring about creating innovative and quality products and solutions for our customers. Integrity - nothing is more important than our reputation and behaving with the highest ethical standards. Celebrating Success - getting together to recognize and reward our achievements.</p>
8	What are your company's expectations in the event of an award?	Our expectations in the event of an award are relatively straightforward. We want to develop a strong relationship with Sourcewell in an effort to mutually grow our business by providing high-quality, innovative, & turn-key Above Ground Fuel Tank solutions to its members. We are confident with the growing popularity of Sourcewell coupled with our innovative solutions for fueling, we can bring value to your members and grow the business in our core product offering.
9	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.	Western Global as an overall company is in a strong financial position, with annual turnover of approximately 70 Million USD (approx. 40M in North America), and a strong balance sheet. Attached is our 2019 Western Global Holdings Ltd. group annual report and financial statements for reference.
10	What is your US market share for the solutions that you are proposing?	Western Global has approximately 80%+ market share in the cube format of fuel storage solutions.
11	What is your Canadian market share for the solutions that you are proposing?	Western Global has approximately 70% market share in Canada within the cube format of fuel storage solutions.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, we have not.
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>b) Western Global is a manufacturer of steel, double-walled, above-ground fuel tanks offering turn-key fuel storage & dispensing system solutions. We sell primarily through distribution but occasionally service an end-user directly when local support is not present. In North America, we currently have 14 Outside salespersons and 10 Inside sales support & customer service all directly employed by Western Global to support both direct and distribution sales.</p>

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.	Not Applicable. Western Global is not required to hold any licenses or certifications to offer and sell fuel tanks systems, besides the approvals on the products themselves. Western Global Ltd. is however ISO9001, ISO18001, ISO14001 Compliant.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not Applicable. There have not been any Suspension or Debarment applied to Western Global.	*

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	We have several awards across our global team, and following is some of the most notable: <ul style="list-style-type: none"> • One of our ABBI Products has won a Plantworx innovation award, for the highly commended award for efficiency in innovation category. • Guyana shore base Fuel Chain was shortlisted for terminal optimization at the Tank Storage Awards • Finalists in the Construction specialist awards for equipment supplier of the year • Investors in People award in UK for development of people 	*
17	What percentage of your sales are to the governmental sector in the past three years	Approximately 5% of our sales would be to the governmental sector currently, and primarily to the Federal level.	*
18	What percentage of your sales are to the education sector in the past three years	Less than 1% of our sales have gone to the educational sector over the last 3 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?	Currently we do not hold any contracts.	*
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?	Currently we do not have a GSA contract or any SOSA's in place.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Manatee County Government	Karen Simpson	941-708-7450	*
Deschutes County Road Department	Randy McCulley	541-322-7125	*
University of Oregon	Heather Nunn	541-346-1525	*

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 *
FEMA	Government	Virginia - VA	Supplied Fleet of Fuel Tanks for Emergency Response with connections to generators	\$300,000	\$342,000
U.S. Army Corps of Engineers	Government	Missouri - MO	Supplied Fuel Tank with pump and hose reel to refuel boats	\$30,000	\$75,000
City of Las Vegas	Government	Nevada - NV	Supplied Fuel Tank with pump	\$10,000	\$10,000
Department of Transportation	Government	California - CA	Supplied Fleet Fuel Tank at 4 locations for use during power outages	\$82,000	\$82,000
Tehama County Department of Education	Education	California - CA	Supplied Fleet Fuel Tank	\$3,700	\$3,700

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>Western Global has two main full-service locations within North America - Troy, Michigan and Winnipeg, Manitoba Canada. We currently employ 14 Outside salespeople across North America providing local expertise & support in their respective territories, and 10 Inside sales support and customer service staff. All our sales staff is presented with regular training on new product, product improvement and customer service procedure enhancements, as well as factory direct training from our accessory suppliers.</p> <p>Western's global technical sales support team consists of our Fuel Solutions Group which is a team of highly skilled engineering and regulations experts who tackle the more complex projects ranging from small specialty fuel tanks to large modular fuel farms. This group works closely with the local Authority Having Jurisdiction (AHJ) to meet their regulatory requirements for these projects and provide the customer with a hassle-free process to achieve their required fueling needs, while achieving the necessary regulatory requirements. These three teams are a critical part of our overall sales process & product/project support, as well as helping our customers navigate the complex regulatory landscape of storing fuel.</p>
24	Dealer network or other distribution methods.	In the USA and Canada Western Global sells both through an extensive non-exclusive distributor network and direct to end-user customers. Western Global distributors range from small local companies to large national players and cover the entire North American market. Western Global tanks are stocked at locations across North America, both at our own facilities, as well as some of our stocking customers, which allow for quick availability & efficient shipments.

25	Service force.	Western Global is committed to providing a quality product that meets and exceeds the customers' expectations, and we build-in simplicity into the design of our products to minimize the need for service. In all our locations we have very stringent quality control measures to ensure customers get a working, quality product the first time, with processes such as wet-testing, etc. which are employed to ensure that the dispensing systems are fully tested and meet the requirements. This minimizes the need for in-field servicing our product and limits it to simple components that will require service over time (e.g. fuel filters, etc.) which are simple enough to be performed by the user. Our dedicated technical support team is on-call to assist in helping the client should this be required. On our larger tank and pumping systems and custom solutions, we utilize a network of locally based qualified petroleum technicians for the troubleshooting and service of any of our products in the event one of our team cannot be present. This team of qualified professionals is also utilized when installation is required on specific projects.	*
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.	All our customer service calls are initially directed to the Western Global Inside Sales Team (IST) located in Troy, MI. Typically, we can respond to any product, pricing, or technical related questions over the phone and through email exchange of documentation which we aim to resolve within the same business day, or at the latest within 24 hours. Our team is very responsive and customer-centric, and our entire organization's culture is built around speed and service. In the event we need to dispatch a service technician, we will work with our nearest warehouse location for that support. Additionally, we have multiple Regional Sales Managers (RSM's) in locations across North America that can help locally should the customer need any hands-on assistance/support. To ensure the best customer service in the industry we compensate our customer service team as a unit. This creates a desire to help each other service the customer's needs quickly and accurately.	*
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We offer our products & services to all the United States. The Western Global headquarters for the USA is in Troy Michigan with full design, build, stocking & customer service departments to service any customer across the USA. Our field sales force is regionally located throughout the USA making sales & service calls to fulfill customer needs.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We offer our products & services to the entire country of Canada. We have a location in Winnipeg, Manitoba which has design and manufacturing/assembly capabilities & is also a sales office giving us full coverage of the Canadian market both direct & through our distributor network.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Not Applicable. We will service all of the USA & Canada.	*
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?	Not Applicable. We will service All of the Sourcewell members in the USA & Canada.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We have no restrictions or contract requirements that would prevent us from doing business within Alaska or Hawaii or US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
-----------	----------	------------

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>Western Global has a robust marketing strategy that will integrate and accelerate the promotion of our Sourcwell contract. The marketing tactics featured represents our holistic approach for marketing our Sourcwell contract.</p> <ul style="list-style-type: none"> ● TRADE SHOWS - Western Global attends up to 20 trade shows per year covering a range of industry segments. Western Global also attends regional and international trade shows consisting of: Quebexpro, Energy Exchange, PFCS Show and PEI show. During our trade shows Western Global develops a thematic marketing plan that consists of product literature, corporate swag, giveaways, email marketing, social media content and video assets. All the marketing collateral produced is designed to increase visitor traffic, enhance product engagement, and maintain brand awareness during and post trade show events. As part of our promotion of the Sourcwell contract, we will look to expand our presence more into additional applicable industry tradeshows and events, as necessary. ● DIGITAL & PHYSICAL LITERATURE - Western Global has a full library of product and company literature that provides in-depth information to educate and influence the buying decision of our audiences. All our physical/digital literature assets are crafted and designed at the highest quality to immediately grasp the attention and engage readers. We feature commercial photography of our products, technical writing, diagrams, and technical drawings. Our literature library consists of the following formats: Catalogs, Marketing Slicks, Brochures, Pocket Guides, Store Banners, Promotional Mailers, Stickers and Product Inserts. We have 3 print vendors that can provide us with short/long run printing service that allow us to be nimble to easily produce customized literature content for our Sourcwell contract. ● SOCIAL MEDIA - Western Global maintains a social media presence on LinkedIn, Facebook, Instagram, Twitter & YouTube. LinkedIn being our primary channel, allows us to connect directly with our audience and provide updates on our products that will directly impact the awareness and success of our Sourcwell contract. We use content formats such as: Video, Product Images, Application Photos, Case Studies, and Infographics to deliver our messages and generate the demand. ● WEB PRESENCE - Western Global has a significant web presence that is spearheaded by our corporate website (www.western-global.com) Our corporate website is a fast, desktop and mobile enabled site that showcases our full range of products, provides macro understanding of our company's rich history, industry sectors, and engineering services that we provide. We utilize technical writing, AdWords, and SEO to drive traffic to our corporate website. Also, we have developed microsites / landing pages for specific products and promotions to silo specific content for various audiences. The tools of our corporate website and landing pages will be utilized to promote the online awareness and engagement of our Sourcwell contract. ● DIRECT MARKETING – As part of Western Global's marketing approach, we incorporate a direct to end-customer marketing strategy. We fully leverage the power of AdWords, Ad retargeting, Social Media Targeting, Geo Fencing, and Email Marketing. These direct marketing tactics allow us to significantly enhance our brand awareness. The increased brand awareness yields a consistent high-volume flow of prospects that are interested in our products. New prospects are placed into a marketing funnel designed to influence and lead them to the purchasing decision. All our direct marketing tactics will be utilized to promote our Sourcwell contact. ● SALESFORCE - Western Global has a dedicated sales force consisting of highly trained and technically proficient inside and outside team members. Our sales team takes pride in providing superior customer service to enhance their experiences and provide the innovative solutions needed to Fuel their success. All our team members conduct a strenuous selection and training process to ensure that they meet the high aptitude of Western Global's standards. The sales force is also required to conduct scenario-based training modules to optimize their product knowledge and customer care/support skills. Western Global will integrate Sourcwell's informational content into our robust training program to equip our sales force. ● ANNUAL SALES MEETING / TRAININGS - Western Global holds an annual sales meeting with our sales teams from each region, territory, and country are present during this meeting. The goal of the meeting is to conduct team building exercises, product training, sales tactics, vendor showcase, and company values training. Western Global also provides quarterly training via Webinars to our staff to maintain proficiency and to conduct a knowledge share of industry trends and tactics. During our annual training we will incorporate a Sourcwell specific session to provide education and how to sell the benefits of our contract.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Western Global has an enterprise ERP system called NetSuite by Oracle. The software is utilized to handle all product transactions, customer communications, supply chain management, quotes, and pricing. NetSuite is also used as a CRM system and manages all client data in a safe, secure cloud-based system. NetSuite provides full data transparency for our sales team to analyze purchase trends and customer buying behaviors. In conjunction with NetSuite we also utilize the following technical platforms to enhance our sales efforts: social media, project bidding websites, landing pages, and digital advertisement. All of which will be used to integrate and promote our Sourcwell Contract.</p>

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	In our view, if Western Global was awarded this Sourcewell contract, it is not Sourcewell's role to promote this contract, but rather a key responsibility of Western Global. Reaching out to each Sourcewell member and making them aware of the products and solutions would be a key action for Western to take. That being said, any communication to the members (e.g. supplier directory, communication emails, etc.) that Sourcewell does would be welcomed, and would support the core promotion strategy that we would deploy. If we were to secure this contract, we would augment it into our sales process, and our sales force will then use this as a tool to help the applicable customers easily order products needed. This would also be integrated into our on-going training & education of the sales force as a key strategy to deploy.	*
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.	We do integrate with EDI for some customers based on their volumes and requirements and are flexible to accommodate customers ordering requirements as it relates to procurement, should the volumes and needs require it. As of now, we do not have a specific e-procurement system for governmental customers currently.	*

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.	Our highly trained technical staff can educate most customers over the phone or via webinar giving them simple training on any necessary areas of operating the equipment. Our more holistic training programs such as on-site user training, hazmat training courses, etc. are optional and are offered within specific market segments and are quoted separately based on customer needs and requirements.	*
37	Describe any technological advances that your proposed products or services offer.	<p>Our products offer several industry-leading technological advances. On our smaller tank range, (<3,000 gallons) a number of the tanks have an integral cabinet built-in which allow for the pumping, metering, and fuel management systems to be housed in a weather-resistant area safely and securely, significantly extending their life span. Several of our standard pumping and dispensing systems utilize industry leading fuel metering equipment and even integrate with several types of Fuel Management Systems (FMS) that include state-of-the-art cloud-based fuel monitoring & management thru an intuitive app.</p> <p>On our larger tanks (>3,000 Gallons), we offer a wide array of modular configurations allowing for an infinitude of ways for our fuel tanks to be configured or linked together to create the fuel storage and dispensing system that you need, simply and easily with the modular designs. Our large pumping & dispensing systems utilize state of the art controls, including the integration of pulse output meters, which allow for the seamless integration of Fuel Management Systems and other industry-leading solutions. Several of our meters are also weights & measures compliant allowing for a very high standard of metering accuracy & control. Lastly, all our electrical systems & components are of the highest spec and are designed to meet and exceed all code requirements for the storage and dispensing of fuel.</p>	*
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>Western Global Ltd. is ISO14001 certified. As part of our certification, we set Environmental objectives and each year for the business and outline a number of initiatives to help achieve them. In prior years examples have included changing all lighting in our premises to LED to reduce electricity consumption and an education and awareness campaign to increase recycling in our operations.</p> <p>In 2020 our objective it to reduce single use packaging across our business. The biggest impact we can have is to reduce the use of wrapping and packing on our finished products. We have introduced a packing specification which uses rubber pads produced from recycled car tires to protect our products during shipping from the factory to end customer. All our sub-contractors now use this methodology.</p> <p>In addition, Western is committed to reducing its carbon footprint by:</p> <ul style="list-style-type: none"> • Reducing the need to travel where possible through the use of video technology • Creating products to help end users track and manage fuel consumption • Making changes in the supply chain to consolidate loads, reduce rush orders and avoid air freight. <p>Sourcing of products: Western Global source some of our steel plate for tank manufacturing from reputable EU producers such as ArcelorMittal and Alchemia. These producers publish Environmental Product Declarations for their sheet and pipe products that meet Type III Environmental Product Declaration requirements based on EN 15804 and are verified according to ISO 14025 by an external auditor.</p> <p>Other inputs such as paint and pump system components are CE marked products indicating that they have be assessed as meeting high safety, health, and environmental requirements of the EEA.</p>	*

39	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.	Not Applicable.	*
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.	Western Global is a Small Business Entity	*
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?	Western Global as a company has the widest range of products in this space, and a global presence & strength that is unsurpassed in the fuel storage and dispensing industry. Following outlines some of key unique attributes that we bring and will significantly help the Sourcewell participating entities in all their fuel storage & dispensing needs: <ul style="list-style-type: none"> • LARGEST PRODUCT RANGE & INNOVATIVE DESIGNS - with the modular design approach that Western takes with its products, this uniquely allows for the greatest flexibility in achieving your desired fuel storage & dispensing set-up, both simply and efficiently. Our individual tanks ranging from 132 Gallon – 21,000+ gallons, can be outfitted individually, or configured together to create tank farms as large as you need. • PEOPLE – our people are what fuels our success. Our global team of fuel industry professionals are the best in the business that bring real value, and that is what sets us apart. This value roots from our experience, personalized support, and solutions developed for your application, on your terms. • PEACE OF MIND - working with fuel and other hazardous materials comes with its risks. Western Global understands these risks and equips you with reliable and compliant solutions backed by our engineering and support teams. Our expertise in local and global certifications allows us to deliver the right equipment with the right approvals to meet your needs. 	*

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?	Our warranty covers the product & parts, not labor. See Warranty Document.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, we do not impose usage restrictions however, if product is misused, we do not provide warranty.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, if approved of and repaired by Western Global qualified service staff.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, Western Global will utilize a qualified repair technician to perform the work in the event one of our staff cannot be present or replace the product if it makes more sense to.	*
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?	Yes, we cover the warranty process for entire equipment solution irrespective of the manufacturer of the component. This gives the customer a hassle-free and seamless experience.	*
47	What are your proposed exchange and return programs and policies?	Any returns must be approved by Western Global. Any approved returns within 30 days of delivery are subject to a 15% restocking fee. Any returns made AFTER 30 days of delivery are subject to a 30% restocking fee. Return of custom orders is not available.	*
48	Describe any service contract options for the items included in your proposal.	Not Applicable.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	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?	Western Global has a network of financing & leasing companies that we work with and can recommend should this be required by the Sourcewell member. They understand our products and work with Schools & governmental entities to make any necessary financing very easy.
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.	All Requests for Quote and Purchase orders will come into Western Global either directly from the Sourcewell member, or through distributors. These orders indicating the contract number will be loaded into our NetSuite ERP system and linked to the Sourcewell contract info thru our tagging program in the system. This will automatically set the discounted pricing, allow for quoting, Sales Orders, Work Orders, fulfillment, Billing, Invoicing, follow up and tracking all within the same system. Orders will then ship from Western Global directly to the Sourcewell Member. As a result, we will simply and accurately be able to utilize the reports within the ERP to generate the quarterly Sourcewell revenue reviews and calculate the fee payments.
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?	Yes, we do accept credit cards & P-cards with a minimal fee of 1.5%

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
-----------	----------	------------

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 Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>For all items in this submission we are using a list price with discount model. Western Global will extend a 15% discount off current list price to Sourcewell Contract purchasers. The discount will extend to all the product categories in our standard product offering as follows (see attached price list for specific products within these categories):</p> <ul style="list-style-type: none"> • FUEL EQUIPMENT: <ul style="list-style-type: none"> a) TANK ASSEMBLIES: FUELCUBE & TRASCUBE Product Families b) OPTIONS & ACCESSORIES: FUELCUBE & TRASCUBE Product Families <ul style="list-style-type: none"> a. Pumping & Dispensing b. Hoses & Fittings c. Gauges, Metering, & Management d. Safety & Compliance e. Tank Accessories c) TANK ASSEMBLIES: ENVIROCUBE & TRANSTANK Product Families d) OPTIONS & ACCESSORIES: ENVIROCUBE & TRANSTANK Product Families <ul style="list-style-type: none"> a. Pumping & Dispensing - Suction Pump Assemblies b. Pumping & Dispensing - Submersible Pump Assemblies c. Gauges, Metering, & Management d. Safety & Compliance e. Tank Accessories • LUBRICATION EQUIPMENT • DEF EQUIPMENT • SAFETY & SPILL • AVIATION FUEL EQUIPMENT: <ul style="list-style-type: none"> a) TANK ASSEMBLIES: TRASCUBE & TRANSTANK Aviation Series Product Families b) TRANSFERPOD Modular Aviation Fueling System c) OPTIONS & ACCESSORIES: TRASCUBE & TRANSTANK Aviation Series Product Families <ul style="list-style-type: none"> a. Pumping & Dispensing b. Hoses & Fittings c. Gauges, Metering, & Management d. Safety & Compliance e. Tank Accessories 	
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.	15% discount off current Western Global USD List Price to Sourcewell Contract purchasers	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity or volume discounts are available based on the number of tanks purchased at the same time. Any orders for ten (10) or more tanks purchased at the same time will qualify for an extra two percent (2%) discount off Western Global USD List Price.	*
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.	Pricing for any sourced or non-standard products will be based on each individual application and quoted per customers' needs as such. We will work on a cost-plus percentage method for pricing these out as required.	*
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.	The only ownership costs NOT included in the pricing we have provided (excluding freight) would be optional services such as: on-going tanks remote monitoring fees, on-site user training, or meter calibration. These depend on customer requirements and can be quoted on an as needed basis. That being said, these options are usually not a significant cost.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Western Global can ship either PP&A or via the customers account, whichever works best for the customer. Western Global works directly with several freight companies & brokers to provide seamless delivery of our products from our locations directly to the customer's requested delivery location. For smaller shipments, we work with UPS, FedEx, and DHL at our locations. For any freight in which we arrange, we secure three quotes and proceed with the most competitive rate which we receive from our logistics partners and pass this along to the customer.	*

59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	On shipments to Alaska, Hawaii, & Canada the same programs mentioned above apply. For any offshore shipments, we work closely with our world-class logistics partner Geodis and can arrange door-to-door seamless delivery to the customer.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Most products on our standard product list are in-stock in the North American locations, and available for quick delivery. Western Global will accommodate customer preferred delivery methods if required. The customer can pick up directly from our location by organizing their own carrier, or we will gladly arrange the freight for them and add the cost to the order. In most cases the products will ship via standard shipping methods, however, some of the more specialty tanks (e.g. trailer mounted) or larger tanks will require a flatbed style trailer for delivery.	*

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.	Western Global will implement the following process to ensure member pricing as well as complete administrative fee payment is received by Sourcwell: All customers who place an order under the Western Global Sourcwell contract will be added to our NetSuite ERP system under a specific Sourcwell account. This will ensure correct pricing, billing and tracking of the member, quarterly reviews, and payments due to Sourcwell for the administrative fee are recorded & documented properly. This will allow Western to comply with the contract and perform an internal audit on a regular basis to confirm compliance.
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.)	Should Western Global be awarded this contract, Western will pay Sourcwell a one and a half (1.5%) percent administrative fee on all sales completed and signed through this Sourcwell-Western Global contract. <ul style="list-style-type: none"> • Our finance team will review at the end of each quarter & the fee will be paid quarterly. • Payment will be sent within ten (10) business days of post quarterly revenue review with Sourcwell.

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>Following is an overview of Western Global's wide product range which is included in this proposal:</p> <p>FUEL EQUIPMENT: the widest range of above-ground fuel storage & dispensing equipment includes our following product families:</p> <ul style="list-style-type: none"> • TRANSCUBE Product Family – full range of Transportable & Stationary fuel storage tank assemblies ranging from 125 – 2,250 US gallons. Most tanks are UN approved, (Bunded) dual wall IBC, 110% contained & UL Listed, making them ideal for mobile refueling and transporting fuel easily & safely to where it is needed. All tanks include an integral pump cabinet & four-way fork pockets for easy mobility. • FUELCUBE Product Family - full range of Stationary above-ground fuel storage tank assemblies ranging from 250 – 1,800 US gallons. All tanks are UL Listed, dual wall, 110% contained, & include an integral pump cabinet and fork pockets making them ideal for safe & secure fuel storage. • OPTIONS & ACCESSORIES: FUELCUBE & TRANSCUBE Product Families – full range of options to add to your tank(s) are available to allow you to configure it to your application: <ul style="list-style-type: none"> f. Pumping & Dispensing – includes a full range of basic, standard, & deluxe pump assemblies; Filter kits; Priming Kits; Emergency Venting kits; Remote Power kits.

- g. Hoses & Fittings - includes a full range of fuel delivery hoses, including soft-walled, arctic, & marine-grade; Feed & Return kits; Hose Reels; Hose Swivels & Quick-Couplers.
- h. Gauges, Metering, & Management – includes a full range of meter kits; tank gauges & leak detection kits; Fuel Management Systems.
- i. Safety & Compliance – includes a full range of Placard kits; Fire Extinguishers & Spill kits; Emergency Pump Stop kits.
- j. Tank Accessories – includes a wide range of optional accessories such as: Trailer Assemblies & Accessories; Decal Kits; Tank Lining; Custom Color options.
- TRANSTANK Product Family - full range of Containerized Transportable & Stationary fuel storage tank assemblies ranging from 2,300 – 23,100 US gallons. The tanks are UL Listed, dual wall, & some are even 110% contained. All the tanks have an integral ISO container frame for maximum durability and making them ideal for moving around easily & safely. The tanks can also be linked together to create a modular fuel farm, and the possibilities are endless with this product family.
 - ENVIROCUBE Product Family - full range of Stationary above-ground fuel storage tank assemblies ranging from 3,000-13,700 US gallons. All tanks are UL Listed, dual wall, 110% contained, & include an integral fill-line and fork pockets making them ideal for safe & secure fuel storage.
 - OPTIONS & ACCESSORIES: ENVIROCUBE & TRANSTANK Product Families - full range of options to add to your tank(s) are available to allow you to configure it to your application:
- k. Pumping & Dispensing – includes a wide range of engineered Basic Spec & Standard Spec Suction Pump Assemblies & Electrical Panel kits; Basic Spec, Standard Spec, & Premium Spec Submersible Pump Assemblies & Electrical Panel Kits; Auxiliary Pump Cabinet Assemblies; Portable Suction Pump Kit Assemblies; Feed & Return line kit; Remote Fill Box Assemblies.
- l. Gauges, Metering, & Management – includes a wide range of Tank Gauge Assemblies; Tank Alarm Assemblies; Fuel Management Systems.
- m. Safety & Compliance – includes a wide range of safety equipment such as: Tank Ladder kits; Ladder Cage kits; Containment Evacuation Pump kits; Fire Extinguishers & Spill Kits.
- n. Tank Accessories - includes a wide range of optional accessories such as: Oilfield Skids; Decal kits.

LUBRICATION EQUIPMENT: includes a range of basic bulk lube storage and dispensing equipment for applications in which safe & efficient lube handling is required.

DEF EQUIPMENT: simple range of basic tanks & dispensing equipment for Diesel Exhaust Fluid (DEF) for use where Tier 4 engines are in a customer's fleet and they need a quick and easy way to handle the DEF product.

SAFETY & SPILL: includes a range of containment berms and drip catchers for environmental compliance around where the fueling is taking place.

AVIATION FUEL EQUIPMENT: offering a wide range of above-ground fuel storage & dispensing equipment for Aviation which includes our following product families:

- TRANSCUBE Product Family - full range of Transportable fuel storage tank assemblies ranging from 125 – 1,200 US gallons. All tanks are UN approved, (Bunded) dual wall IBC, 110% contained & UL Listed, making them ideal for mobile refueling and transporting fuel easily & safely to where it is needed. All tanks include an integral pump cabinet & four-way fork pockets for easy mobility.
- TRANSTANK Aviation Series Product Family - full range of Containerized Stationary fuel storage tank assemblies for aviation ranging from 3,000 – 17,700 US gallons. The tanks are UL Listed, dual wall, & available with either an epoxy-lined or a 304 stainless steel primary tank. All the tanks have an integral floating suction, swivel and inspection platform, and an integral ISO container frame for maximum durability and making them ideal for moving around easily & safely. The tanks can also be linked together to create a modular fuel farm, and the possibilities are endless with this product family.
- TRANSFERPOD Modular Aviation Fueling System – an innovative range of standard pump, dispensing, & transfer modules for aviation fueling. The range includes pump & filter modules, remote dispenser system, direct-to-plane refueling, truck loading module, and underwing refueling module options, all configurable to meet your specific requirements while meeting the regulatory compliance. A full range of optional accessories are available as well to add to the base modules.
- OPTIONS & ACCESSORIES: TRANSCUBE & TRANSTANK Aviation Series Product Families – full range of options to add to your tank(s) are available to allow you to configure it to your application:

o. Pumping & Dispensing – includes a range of in-cabinet pump assemblies; Filter kits; Dispensing Nozzles; Remote Power kits; Grounding Reels.

p. Hoses & Fittings - includes a range of: aviation grade fuel delivery hoses & Hose Reels.

q. Gauges, Metering, & Management – includes a meter kit offering for aviation fueling.

		<p>r. Safety & Compliance – includes a standard offering of Fire Extinguishers & Spill kits.</p> <p>s. Tank Accessories – includes a wide range of optional accessories such as: Trailer Assemblies & Accessories; Decal Kits; Epoxy Lining.</p> <p>Western Global prides itself on designing and building tank solutions that are turn-key, assembled, and easy to use. This range above demonstrates how we have simplified the process and have truly accomplished our mission of 'Fuel Tanks Made Easy'. As a result, customers can minimize setup times, eliminate on-site fabrication, and increase their flexibility by embracing the modular design square fuel tank systems which are the future of fueling.</p>
65	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>As per the RFP for "Aboveground Fuel and Fluid Storage with Related Hardware, Software, Services" our proposal includes solutions that fit into the following subcategories listed on the RFP:</p> <p>a. Aboveground Storage Tanks (AST's) for fuels, fluids, and gases, including gasoline, diesel, AVGAS, Jet fuel, Diesel Exhaust Fluid (DEF), bulk lubricants, propane, and natural gas;</p> <p>b. Mobile fuel, fluid, and gas storage solutions;</p> <p>c. Hardware related to the aboveground storage tanks and mobile storage solutions described in subsections 1. a. and b. above, including pedestals, gauges, access or security hardware, monitoring equipment and devices, RFID solutions, dispensers, and accessories;</p> <p>d. Fuel and fluid management software related to the aboveground storage tanks and mobile storage solutions described in subsections 1. a. - c. above.</p> <p>e. Services related to the solutions described in subsections 1.a. – d. above, including design, site assessment, site preparation, installation, monitoring or testing, maintenance or repair, and warranty programs.</p>

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

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

Line Item	Category or Type	Offered *	Comments
66	Aboveground fuel and fluid storage tanks	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Product Info in Table 14A for more details
67	Fuel and fluid hardware	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Product Info in Table 14A for more details
68	Fuel and fluid management software	<input checked="" type="radio"/> Yes <input type="radio"/> No	We work with all the major providers of FMS equipment & software and integrate these systems on our tanks solutions for a turnkey solution for the customer.
69	Installation, testing, maintenance or repair services	<input checked="" type="radio"/> Yes <input type="radio"/> No	With our modular product and turnkey design, a majority of each system is assembled, wired, and factory tested prior to shipment. This minimizes site installation & testing requirements by providing this turnkey solution. When installation, testing, maintenance, or repair is required, Western Global's support team works harmoniously with our network of local qualified petroleum equipment contractors to provide a seamless experience for the customer.

Table 15: Industry Specific Questions

Line Item	Question	Response *
-----------	----------	------------

70	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>If awarded a contract, we will monitor the following KPI's:</p> <p>Sales – all booked orders and revenue will be tracked to monitor the contracts success</p> <p>Support Cases Entered - these document any issues that arise with an order or customer, so we will monitor this closely to ensure that they are addressed in an expeditious manner.</p> <p>Customer Surveys – from time to time we engage in customer surveys to better understand how we are doing as a company, as well as identify areas of improvement and opportunities for us to expand into. We will include the members as part of this initiative as well.</p>	*
71	Describe the security systems in place for protecting and controlling access to your solutions.	<p>The full line of Western Global Fuel Tanks is built with security in mind, as fuel theft is common and avoidable. Every tank we offer has different security features built into the design. On the smaller tanks, FuelCubes and TransCubes, an integral lockable equipment cabinet features a recessed lock design, preventing the use of bolt cutters to remove the lock. This allows for the pumping & dispensing equipment to remain in a safe and secure spot to only be accessed by those authorized to do so.</p> <p>The larger tanks, there is mechanical security features built-in such as locks, etc. but we also provide security using Fuel Management Systems (FMS). This allows for only authorized users to be able to dispense fuel and fully records amount dispensed, time, date, etc. Access can be granted with driver PIN's, cards, RFID, and other ways that may be required by the customer.</p>	*
72	Describe how you will secure any participating entities' data captured during transactions.	<p>At Western Global data security is a high priority. We utilize several industry-leading programs and processes to ensure that data is safe and secure which is highlighted as follows:</p> <ul style="list-style-type: none"> • Credit Card & P-Card Payments - we utilize Chase Paymentech processing virtual terminal for this & the system encrypts the data to keep it secure. • NetSuite by Oracle is the ERP system utilized at Western. Below are some of the key security features it includes: <ul style="list-style-type: none"> a. Redundancy - NetSuite's infrastructure incorporates multiple levels of redundancy to guard against failure. Redundant systems automatically assume processing without any interruption should any application server or network component fail. b. Disaster Recovery - data in the primary data center is replicated and synchronized across data centers. The Data Center failover process and automation are tested and audited for success on an ongoing basis. c. Hot Backups- All production data is stored immediately to redundant locations. Hot backups give NetSuite the ability to restore your data rapidly and reliably. d. Offsite Backups- All data is automatically backed up and stored offsite. Backups are stored offsite in a secure location and safeguarded against almost any environmental conditions. e. Scalability- NetSuite supports more than 22,000 customers with billions of customer requests per month. NetSuite's data centers are designed to accommodate surges and spikes in usage, and to scale to address increased volume and transactions. f. https://www.netsuite.co.uk/portal/uk/platform/infrastructure/data-management.shtml 	*
73	Describe how your solutions can improve efficiency of fuel and fluid storage and dispensing.	<p>Innovation is in our DNA, and at Western Global we believe that 'Our Innovation, is Your Efficiency'. Following is a few couple key examples of ways that we have incorporated innovative features into our products that drive and improve customer efficiencies:</p> <p>INCREASED MOBILITY – most of our products have fork pockets for quick and easy maneuvering and mobility, which is ideal especially when moving the fuel tank around often. On our transportable fuel tanks, liftable corner brackets allow lifting by crane for hard-to reach spots, and a number of our tanks can be or are mounted to trailers turning them into mobile refuelers allowing for easy transport of fuel to any location, with almost any vehicle.</p> <p>REDUCED SPACE REQUIREMENTS – utilizing a square design on our products reduces the required footprint and minimizes the amount of storage space required. On our smaller tanks, they can even be stacked for storage, further improving storage efficiencies. Also, most standard accessories we offer can be mounted directly to the tank and within the footprint, making in a clean, and compact package.</p>	*

74	Describe how you work with participating entities to ensure environmental best practices are followed.	<p>Environmental protection is at the heart of what we do, especially when dealing with fuels and hazardous fluids. Starting with our product design, Western Global works closely with companies like Underwriter Laboratories (UL) to comply with their standards for our type of products and all our tanks are UL listed. In addition, all our tanks are double-walled for built-in environmental protection in the case of an accident, and a majority of our products have integral spill containment built-in at the dispensing points making them some of the most environmentally friendly tanks in the market. On our larger tanks, we also include an Overfill Prevention Valve (OPV) on the fill line as standard to prevent overfilling the tank and potentially causing a leak.</p> <p>We then work closely with the customers and the local Authority Having Jurisdiction (AHJ), utilizing our UL listed products, to ensure we assist them in assembling a system that meets the local environmental and fire safety codes for the application. Depending on the requirements, additional environmental features may need to be included such as remote-fill boxes, hose break-away, containment berms, and spill kits at the point of dispensing.</p>	*
75	Describe how your organization meets all relevant environmental regulations.	<p>Western Global fuel tanks hold several certifications ensuring they comply with code regulations. Most state and provincial environmental agencies will publish a list of approved above ground storage tank product listings. A majority of these are covered by the following product listings: ULC-S601, UL142, ULC-S655, UL2085 of which our tanks comply with one or more of them. This is all subject to the AHJ in which the customer will need to consult with to ensure compliance. In addition, Western Global Ltd. as a company is registered as an ISO 14001, and as part of this registration has met the requirements of the ISO 14001:2004 Environmental Management System.</p>	*
76	Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.	Not Applicable	*

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

Line Item 77. NOTICE: To identify any exception, or to request any modification, to the Sourcwell 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 Sourcwell 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 Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
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](#) - Western Global Holdings Limited 31-12-2019 - Signed Accounts.pdf - Tuesday September 29, 2020 10:55:02
- [Marketing Plan/Samples](#) - Marketing.zip - Tuesday September 29, 2020 10:56:42
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - WG_Warranty_Manual_v1.5.pdf - Wednesday September 16, 2020 11:57:07
- [Pricing](#) - Pricing.zip - Tuesday September 29, 2020 15:10:53
- Additional Document (optional)

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 Sourcwell 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 Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell 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 Sourcwell 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. - Barry Truan, Vice President | Americas, Western International DBA Western Global

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
Addendum_7_Aboveground_Fuel_Storage_RFP092920 Tue September 22 2020 08:27 AM	<input checked="" type="checkbox"/>	2
Addendum_6_Aboveground_Fuel_Storage_RFP092920 Tue September 15 2020 08:27 AM	<input checked="" type="checkbox"/>	2
Addendum_5_Aboveground_Fuel_Storage_RFP092920 Mon September 14 2020 08:00 AM	<input checked="" type="checkbox"/>	1
Addendum_4_Aboveground_Fuel_Storage_RFP092920 Tue September 8 2020 04:11 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Aboveground_Fuel_Storage_RFP092920 Tue September 1 2020 02:10 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Aboveground_Fuel_Storage_RFP092920 Mon August 31 2020 03:01 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Aboveground_Fuel_Storage_RFP092920 Mon August 31 2020 01:44 PM	<input checked="" type="checkbox"/>	2