



Solicitation Number: RFP #092922

CONTRACT

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

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 20, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

3. Use; Quality Control.

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

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

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:
\$2,000,000

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

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

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

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

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

Sourcewell

Certified Stainless Service, Inc.
dba West-Mark

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
12/28/2022 | 1:09 PM CST
Date: _____

DocuSigned by:
Steve Buckner Jr.
662266554621404...
By: _____
Steve Buckner Jr.
Title: Director, Government Sales
12/28/2022 | 3:14 PM PST
Date: _____

Approved:

DocuSigned by:
Chad Coquette
7E42B8F817A64CC...
By: _____
Chad Coquette
Title: Executive Director/CEO
12/29/2022 | 7:01 AM CST
Date: _____

RFP 092922 - Trailers with Related Equipment, Accessories, and Services

Vendor Details

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

Submission Details

Created On: Tuesday August 30, 2022 22:17:35
Submitted On: Tuesday September 27, 2022 15:17:46
Submitted By: Curtiss Homan
Email: choman@west-mark.com
Transaction #: 601d6656-12ec-4a0c-b339-14b1d5bfd359
Submitter's IP Address: 73.27.186.124

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Certified Stainless Service, Inc. dba West-Mark
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Certified Stainless Service, Inc. dba West-Mark is the only entity supplying products on this proposal. We are also providing products from our vendor/partners Doonan Specialized Trailers, Four Degree Trailers, Interstate Trailers, Kaufman Trailers, Trail-Eze Trailers & Western Truck's Trailer Products. These vendors/partners are not subsidiary's of West-Mark we are a dealer for their products.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Our applicable assumed name is Certified Stainless Service, Inc. dba West-Mark.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code is 1HJ27
5	Proposer Physical Address:	"Certified Stainless Service, Inc. 2704 Railroad Ave. Ceres, CA 95307-4600"
6	Proposer website address (or addresses):	http://www.west-mark.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	"Certified Stainless Service, Inc. dba West-Mark Authorized Representative: Name: Curtiss S. Homan Title: Director of Business Development and Government OEM Product Sales Address: Certified Stainless Service, Inc. 2704 Railroad Ave. Ceres, CA 95307-4600 E-mail address: choman@west-mark.com Phone: (941) 545-2890"
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	"Certified Stainless Service, Inc. dba West-Mark Primary Contact for this proposal: Name: Kristen Homan Title: Government Contract Compliance Analyst Address: Certified Stainless Service, Inc. 2704 Railroad Ave. Ceres, CA 95307-4600 Email address: khoman@west-mark.com Phone number: (941) 248-3785"
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	"Certified Stainless Service, Inc. dba West-Mark Alternate Contact: Name: Steve Buckner Jr. Title: Government Sales Manager Address: Certified Stainless Service, Inc. 2704 Railroad Ave. Ceres, CA 95307-4600 Email address: sbucknerjr@west-mark.com Phone number: (209) 402-7779"

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	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>West-Mark's Brief History: West-Mark originated in Modesto, California in 1967 to fill a need for the manufacturing and repair of trailer tank transportation equipment in the dairy industry. Having established our reputation for excellent workmanship and the use of light weight trailers for sanitary products, West-Mark diversified our engineering capabilities and began to produce trailer transport tanks of all types by 1973. In the early 70's West-Mark also expanded our product line to serve the fire apparatus industry.</p> <p>Our increased volume, due to customized quality equipment and dedication to customer service, necessitated moving to a larger facility in 1969. Focused on staying located in central California, we chose a site in Ceres, California and moved our company. The Ceres location is now West-Mark's established Headquarters.</p> <p>Over the past 40 years, West-Mark has experienced steady growth, and has expanded from our one location in Ceres to many additional locations. Currently, West-Mark has manufacturing and fabrication facilities in Atwater and Ceres, California; repair facilities in Ceres and Bakersfield, California; a fire apparatus division in Ceres, California; and a repair facility in Fairbanks, Alaska.</p> <p>Today West-Mark has the manufacturing ability to accommodate any tank transport business need and the sales ability with our vast/growing portfolio of OEM/vendor partners to accommodate nearly 75% of the truck/trailer transportation products on the road today for our customers. West-Mark owns and operates the most extensive facilities of like kind in the United States. West-Mark's facilities provide the manner and means for West-Mark to diversify Operations. These facilities have broadened West-Mark's manufacturing capabilities, allowing West-Mark to manufacture new products, adding variety to our growing product list. Some of the product models added are specialty equipment items including D.O.T. Code tanks, and aircraft re-fueler tanker trailers built to specified military standards.</p> <p>West-Mark is now able to offer a selection of different material types to our customers. The use of different materials in manufacturing and fabrication processes adds flexibility to each product model's strength, capacity, and functional ability, and grants our customers more precise customization options. Some material options that West-Mark can now offer to our customers include stainless steel, aluminum, and mild steel.</p> <p>West-Mark's Core Values: Integrity: We shall act in a real, honest, ethical manner, and we will do what we say we are going to do. Customer Focus: We will stay focused on our customers and users and provide products and services that meet or exceed their quality expectations. Team Member Empowerment: Our team members shall be empowered to contribute and improve the company, their teams, and themselves. Community: We will recognize that we are part of a larger community of family, neighbors, suppliers, and others. Growth with a commitment to excellence: We will innovate, grow, and recognize continuous improvement in our business environment.</p> <p>West-Mark's Business Philosophy: West-Mark's Mission Statement, "Our Brand Promise" - "West-Mark, the leading fluid transportation equipment full-service company in North America." West-Mark's Vision - "West-Mark is the trusted innovative leader of transportation products globally." "One West-Mark" Beliefs - Respect for all West-Mark family Open communication Mistakes are dealt with honestly and fairly Sense of ownership Sense of empowerment Strong teamwork Continuous improvement and learning Opportunities for growth and enhancement"</p> <p>West-Mark's Longevity with Trailers, Related Equipment, Accessories, and Services in the Industry:</p> <p>West-Mark has been in business since 1967 making tank trailers however in 1972 a local fire department requested that we build them a Fire truck due to our tank quality. Since that time we have increased exponentially in tank trailer & truck</p>

		<p>manufacturing. Currently our trailer line produces 60% and our truck line produces almost 40% of the vehicles that come out of our manufacturing plant. Our trailer and truck OEM partners are a core part of our business model accounting for 25% of overall sales with yearly bought and sold total volumes of products exceeding an additional 175 units a year on top of our manufacturing volume. West-Mark works very closely with our trailer and chassis manufacturers to ensure that we leverage each supplier's strong points. As a Trailer Manufacturer & Truck Equipment Manufacturer (TEM) we are constantly training with different OEM's to stay up to date with the latest technologies available and interfacing with all our products sold. Today's trailers & trucks can be complex. We take the necessary steps to ensure a complete build-up will have years of fault free service. This is something that West-Mark takes great pride in when manufacturing or reselling our equipment/products. A simple thing like adding too many lights to a trailer or truck will create too high of an amp draw and can cause issues. West-Mark understands this and employs a trailer/truck engineer who has 20 years of shop experience as well as a hand picked specialized group of subject matter experts on our team. The hands on experience of our trailer/truck engineer along with our OEM relationships with all our manufacturers results in a quality product that is the right fit for the mission it is intended for. West-Mark has been involved as a consultant on large trailer programs with the US Government for Trail-Eze, XL Trailers & Fontaine Trailers. We have also consulted with Navistar, Freightliner, and Paccar for TEM interfaces on the truck side. In 2019 West-Mark was partnered on the U.S. Army STLB Trailer program with Fontaine Trailers in which our team assisted in the successful design, testing & award of the program in 2022 in excess of 1,000 units for the U.S. Army TACOM. West Mark has also been awarded four (4) test & evaluation contracts with the U.S. Army since 2019 for our manufactured products. Each of these four (4) have completed testing in which we have passed and been accepted as a source. We were also just awarded one one of these US Army programs for a potential quantity of 2291 fuel trailers over 7 years and are in production of another program test trailer now of a tactical version. The contract we were just awarded has a value in excess of \$260M and the program test trailer in production now has a potential award value in excess of \$600M. As an attest to our engineering capabilities in 2009 West-Mark built the TEM Innovator truck for Navistar. The Innovator truck was specifically designed to showcase all of the items Navistar had available for TEM's to interface with on the chassis. These items included Remote Stop-Start and lighting sequencing along with load management of power for aftermarket items installed. Included is a Statement of work entitled International Demo Truck. West-Mark is leading the way on trailer & truck interfaces to ensure operators have safe and reliable vehicles to operate in the state of California and nationwide."</p>
11	<p>What are your company's expectations in the event of an award?</p>	<p>"In the event of an award this would be our second Sourcwell contact, West-Mark holds high expectations to result from what will then become a collaborative relationship between Sourcwell and West-Mark. If awarded, West-Mark anticipates the immense opportunity that will accompany our selection as a trusted vendor by one of the most highly esteemed Public Procurement Cooperative Purchasing Units in the market: Sourcwell. West-Mark along with our Vendor/Partner's hope to collaborate with the current list of 75,000 plus sourcwell members and help non-members to be educated on Sourcwell along with the procurement process. Through the West-Mark-Sourcwell contract, if awarded, West-Mark will provide quick, simple, and valuable solutions to our customers and to Sourcwell participating entities through use of the Sourcwell contract in making our solutions available. West-Mark is eager to market our products to current Sourcwell participating entities. West Mark is further inspired to encourage our Sourcwell eligible customers, that are not currently Sourcwell participating entities, to pursue becoming a Sourcwell participating entity and unlock the infinite value that Sourcwell makes available to its participating entities. The value of becoming a Sourcwell participating entity is so vastly immeasurable due to the extensive depth and breadth of Sourcwell's knowledge of the current market in all facets and aspects. Knowledge of market deficits and needs that are unique to different economic markets, which pricing structures and financing options are conducive to the needs of individual market sectors, the communal philosophy and supportive intent that sparked the creation of Sourcwell's Collaborative Purchasing Program, and Sourcwell's willingness to educate others by making its extensive resources available to participating entities."</p>

<p>12</p>	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>"Throughout West-Mark's 55+ years in operation, our focus financially has held steadfast on maximizing the value of our internal resources. While maintaining the same ownership and keeping the majority of our staff members with an almost negligible turn-over rate, West-Mark has continuously financed our growth internally. West-Mark exercises conservative, responsible financial practices, including the re-investment of equity, that have allowed for our steady growth and simultaneous development of strong financial relationships with our financial partners, our vendors and our customers.</p> <p>West-Mark's strong financial relationships are characterized by \$14.5M in lines of credit with highly rated national banking and financial institutions.</p> <p>Over the past 20 years, West-Mark has produced an average growth in Revenue of 10+% while also maintaining positive long-term growth in our Net Income.</p> <p>West-Mark financial statements are independently reviewed to be in conformance with standard accounting practices. West-Mark successfully maintains strong financial ratios in all key measurements of financial strength and solvency. West-Mark values relationship with supplier partners and consistently is rated 99-100% by major credit rating agencies.</p> <p>The results of West-Mark's focus and dedication to growing from within are indisputable as evidenced by our strong credit scores, long standing positive relationships with our financial partners, and supported by third-party evaluations of our financial stability.</p> <p>We have in 1M credit lines with each of our vendor partners with 30 day terms. We also have a floor plan with Daimler.</p> <p>See the attachment on the "Downloads" page for this submission, under item (1) Financial Strength and Stability, titled "Financial Strength," for a comprehensive understanding of West-Mark's strong financial position."</p>
<p>13</p>	<p>What is your US market share for the solutions that you are proposing?</p>	<p>"West-Mark's United States market share overall for the solutions that we are proposing is for:</p> <p>Liquid tank trailers approximately 60% when calculated as an average of our share of the market in each of the fifty United States. Examples of our market share in a few of these states include a 30% market share in the state of California, 40% in Hawaii, and 75% in Alaska. We have a modest average of 25% market share in the remaining states.</p> <p>If we were to segment out our government market share these percentages would greatly increase due to our reputation, contracts and government sales team. The initial figures are modest because we have and are still experiencing rapid growth in the last year to 1.5 years due to our establishment of West-Mark owned and operated facilities in the states of Arizona, Texas and Florida. In addition to our manufacturing capabilities and product lines, our Director of Business Development/OEM Product Sales as well as our Director of Marketing & Dealer sales have leveraged past, current & new relationships with OEM partners.</p> <p>Each of our offered vendors that manufacturer trailers and sell nationally are slightly above average in their respective categories of products offered.</p> <p>Doonan Specialized Trailers - 10% market share nationally flatbeds & drop decks Four Degree Trailers - 35% market share nationally small hydraulic lift trailers Trail-Eze Trailers - 25% market share large equipment trailers, hydraulic tails, sliding axle & lowboy trailers Kaufman Trailers - 30% market share large equipment trailers, lowboy trailers & fixed neck trailers Interstate Trailers - 10% market share small to medium equipment trailers & large fixed neck trailers Western Truck & Equipment - 2% to 5% market share on their offered manufacturer's products, Ranco (Dump Trailers), Smithco (Dump Trailers) & Saw (Small Dump, Tag Along, Equipment Trailers)"</p>

14	What is your Canadian market share for the solutions that you are proposing?	<p>"West Mark's market share in Canada is 2% of total sales.</p> <p>All of our Canadian transactions currently are completed by direct sales between West-Mark, one of our OEM partners or one of the OEMs respective dealers and the purchasing Governmental Entity end user. We have an internal International Sales Representative that pursues the Canadian government and replies to RFP's/RFQ's and solicitations posted for Canada. West-Mark is subscribed to a U.S. & Canada government bid site that lists bid postings for Canada that we submit bid proposal responses to. This same site also provides us access to the buying agencies names and contact information for those U.S. & Canada entities that are also subscribers to the website. West-Mark will use this list of buying agencies to leverage our market share in the U.S. and in Canada, if a Contract is awarded. Part of our growth plan is to become more active in the Canadian market and currently we are actively seeking opportunities that will expand our network and increase our presence in the Canadian market. Additionally, our Manager of Dealer Sales is in discussions/negotiations with Dealers and Representatives in Alberta and Ontario, and is currently leveraging past relationships in other provinces. We recently became part of Canoe on our Sourcewell Chassis Contract have formed a recent relationship with Arm/Truck Corp setting them up as a dealer in the U.S. & Canada to sell our products."</p>
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, West-Mark has never petitioned for bankruptcy protection.
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>West-Mark is best described as a B) manufacturer although we now have a large distributor/dealer/reseller portfolio we could certainly fit under both categories.</p> <p>Manufacturing makes up nearly 50 Million in annual sales while resale of our vendor/partner products makes up 20 Million and growing.</p> <ul style="list-style-type: none"> • West-Mark has two (2) major manufacturing locations in CA (Atwater & Ceres) • West-Mark has three (3) company owned services facilities and hundreds of additional authorized service/warranty centers throughout the U.S. via our nationwide service/warranty network. Our company owned service facilities include: <ul style="list-style-type: none"> - Two (2) Located in CA - One (1) Located in AK - One (1) Located in AZ - West-Mark is actively pursuing Louisiana, Texas & Florida company owned properties for service expansion. <p>West-Mark is a dealer and reseller of products outside of our manufacturing portfolio.</p> <ul style="list-style-type: none"> • We have current agreements & relationships with the following OEM's that include but are not limited to: <p>Trailer OEM's:</p> <ul style="list-style-type: none"> - Kaufman Trailers - Lowboy Trailers 35-Ton to 60-Ton, Fixed Neck Semi-Trailers 25-Ton to 60-Ton, Small Equipment Trailers 1/2-Ton to 30-Ton, Custom Trailers - Interstate Trailers - Tag Along Trailers 6-Ton to 30-Ton, Fixed Neck Trailers 25-Ton to 60-Ton, Custom Trailers - Four Degree Trailers - Hydraulic Lift Deck Trailers - Trail-Eze Trailers - Lowboy Trailers 35-Ton to 60-Ton, Fixed Neck Semi-Trailers 25-Ton to 60-Ton, Sliding Axle Trailers 25-Ton to 55-Ton, Hydraulic Tail Trailers 25-Ton to 55-Ton & Custom Trailers. - Doonan Specialized Trailers - Flatbed Trailers, Drop Deck Trailers, Double Drop Trailers & Custom Trailers. All lines include steel, combo (steel/aluminum) & aluminum trailers. - Alpha Trailers - Custom Lowboy & Fixed Neck Trailers from 25-Ton to 100-Ton - Western Truck & Trailers - Dump Trailers, small equipment Trailers (Offered MFG's are Ranco, Smithco & Saw) <p>Truck OEM's:</p> <ul style="list-style-type: none"> - Freightliner Trucks - Class 6 - 8 Chassis & Related Equipment - Kenworth Trucks - Class 6 - 8 Chassis & Related Equipment - Western Star Trucks - Class 7 - 8 Chassis & Related Equipment - Interstate Truck Bodes - Class 4 - 8 Chassis (Dodge & Ford Models) & Related Equipment - Cementech - Cement Truck/Trailer Mixers - Truck Corp/Arm Manufacturing - Dump Bodies, Grapple Bodies, etc. - Hi-Vac Corporation - Sewer Vacuum Truck & Jetter Trailers

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>"West-Mark holds the following licenses and certifications including those that we are required to hold, and those that we hold in addition to what is required: See the attachment on the "Downloads" page for this submission, under item (3) WMBE/MBE/SBE or Related Certificates, titled "Related Certificates," for a comprehensive understanding of the licenses and certifications that are currently held by West-Mark. The attached document contains:</p> <ul style="list-style-type: none"> - West-Mark's current W-9 containing our EIN Number. - All applicable business licenses, manufacturing licenses, wholesale, dealer & other license for each location - Foreign Corporation/Certificate of Authority to Transact Business in the State of Minnesota - NSAI Certificate of Registration of Quality Management System to ISO 9001:2015 - Certificate of Authority granting West-Mark authorization by the American Society of Mechanical Engineers (ASME) for the scope of activity, "Manufacture of pressure vessels," in accordance with the applicable rules of the ASME Boiler and Pressure Vessel Code. - The National Board of Boiler and Pressure Vessels Inspectors Certificate of Authorization to Register, certifying that West-Mark is authorized to apply the "NB" mark and register boilers, pressure vessels, or other pressure retaining items with the National Board that are manufactured in accordance with ASME Designators: U, and remaining in effect for as long as the manufacturing organization holds a valid Certificate of Authorization issued by the American Society of Mechanical Engineers. - California Employment Training Panel ETP Contract Single Employer ET20-0275, "Certified Stainless Services Inc. dba West-Mark Training Project," executed. - MVP NTEA Member Verification Program Distinguished Member - NTEA Manufacturer Member since 2005. - List of Certificates of Authority to Transact Business"
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No "Suspension or Debarment" information has applied to our organization, West-Mark, during the past ten years.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>"• West-Mark has received the following industry awards and/or recognitions:</p> <ul style="list-style-type: none"> - NTEA MVP Distinguished Member - ETP Agreement Training Grant" - Recognized as a premier DOD supplier winning a 290M, 5 year contract with the U.S. Army TACOM for Fuel Trailers.
20	What percentage of your sales are to the governmental sector in the past three years	<p>"60% of West-Mark's sales are to the governmental sector in the past three years.</p> <p>West-Mark's sales percentages are:</p> <ul style="list-style-type: none"> - 8% - State, Local, Municipalities, & Education Sectors - 52% - Federal Government (Includes FMS (Foreign Military Sales) - 40% - Commercial"
21	What percentage of your sales are to the education sector in the past three years	4% of West-Mark's government sales are to education sector however with the additional of a Sourcewell contract we are hoping to increase that number.

22	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?	<p>* West Mark holds the following state, provincial, and cooperative contracts:</p> <p>GENERAL SERVICE ADMINISTRATION GS-30F-018DA 23V MULTIPLE AWARD</p> <p>SCHEDULE</p> <p>DLA TROOP SUPPORT TRUCKS & TRAILERS</p> <p>SPE8EC-18-D-0006 DLA TROOP SUPPORT SWEEPER & SCRUBBER</p> <p>SPE8EC-18-D-0009 EQUIP</p> <p>ILLINOIS DEPARTMENT OF TRANSPORTATION 05 2020-TRAILERS</p> <p>ILLINOIS DEPARTMENT OF TRANSPORTATION 22494DOT EQUIPMENT</p> <p>TRAILERS</p> <p>NORTH CAROLINA SHERIFF'S ASSOCIATION, INC. 0506 21-05-HEAVY EQUIPMENT</p> <p>PROCUREMENT PROGRAM</p> <p>OHIO DEPARTMENT OF TRANSPORTATION 20 146-TRAILERS NEW & USED</p> <p>OHIO DEPARTMENT OF TRANSPORTATION 21 146-TRAILERS NEW & USED</p> <p>SIERRA ARMY DEPOT W912GY20D0008 PRODUCTS PASSIVATION OF VARIOUS</p> <p>SOURCEWELL 060920-CER CLASS 4-8</p> <p>CHASSIS W/ RELATED EQUIPMENT THE INTERLOCAL PURCHASING SYSTEM (TIPS) 200802 RFP HEAVY DUTY MEDIUM</p> <p>TRUCKS & TRAILERS</p> <p>STATE OF MISSOURI CC210634004 TRAILERS STATEWIDE</p> <p>STATE OF MISSOURI CC210545007 TRAILERS STATEWIDE TRUCKS</p> <p>STATE OF DELAWARE GSS21881-TRAILERS TRAILERS AND TANKERS</p> <p>OHIO DEPARTMENT OF TRANSPORTATION 22 146-TRAILERS NEW</p> <p>& USED MINNESOTA DEPARTMENT OF ADMINISTRATION 206475 TRAILERS & ACCESORIES"</p>	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	West-Mark does hold a GSA Contract under number GS-30F-018DA. Annual sales 5/26/2020 thru 6/15/2026 are \$12,118,363.25	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
OHIO DOT	TODD VANKIRK	614-466-3209	*
ILLINOIS DOT	BRETT BARNES	217-785-8912	*
MO DEPARTMENT OF CONSERVATION	CHRIS SHEPPERS	573-522-4155	*

Table 5: Top Five Government or Education Customers

Line Item 25. 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 *
GSA	Government	District of Columbia - DC	MULTIPLE AWARD SCHEDULE CONTRACT FOR TRAILERS	TRANSACTIONS RANGE BY DELIVERY ORDER FROM ONE TO AS MANY AS THE CUSTOMER NEEDS WE HAVE HAD ORDERS FOR 100 UNITS.	\$12,118,363.25
ILLINOIS DOT	Government	Illinois - IL	SINGLE AWARD CONTRACTS FOR TRAILERS	TRANSACTIONS CONSISTED OF TWO (2) ORDERS FOR A ONE (1) YEAR PERIOD EACH ORDER. BOTH AWARDS WERE 20 PLUS UNITS	\$2,19,275.00
OHIO DOT	Government	Ohio - OH	MULTIPLE AWARD CONTRACT RENEWS EACH YEAR FOR TRAILERS	SINGLE OR MULTIPLE UNITS DEPENDING ON NEEDS	\$1,373,000.00
DLA TROOP SUPPORT	Government	Pennsylvania - PA	MULTIPLE AWARD CONTRACT FOR TRAILERS	DELIVERY ORDER BASED TRANSACTIONS COULD BE MULTIPLE OR SINGLE UNITS	\$120,792,941.00
STATE OF MISSOURI	Government	Missouri - MO	STATEWIDE CONTRACT FOR TRAILERS	BUYERS PLACE ORDERS FOR TRAILERS AS THEY NEED COULD BE SINGLE UNITS OR MULTIPLE UNITS	\$418,451.46

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 *
26	Sales force.	<p>"• West-Mark employs Thirty Five (35) sales personnel all of whom have been trained to support our Sourcwell Chassis Contract and will have additional training as well as be educated to support Sourcwell members throughout the entire fifty 50 U.S. States & Canada.</p> <p>Our sales staff includes:</p> <ul style="list-style-type: none"> - Twenty four (24) located at our facilities in CA. - Four (4) located at our FL offices - Two (2) located at our TX offices - One (1) located at our facilities in AK - Six (6) Outside Sales Representatives covering the following geographic territories: <p>North-Eastern Mid-Western South-Eastern North-Central South-Central North-Western South-Western</p> <p>With physical presence on commission only sales in the following states OH, NC, PA, WI, MN, TN, CA, AK, FL, TX."</p>

27	Dealer network or other distribution methods.	<ul style="list-style-type: none"> • West-Mark holds dealer licenses in CA and AK. • West-Mark has OEM partnerships which expand our nationwide dealer and distribution networks via the following: • West-Mark has four (4) company owned services facilities and hundreds of additional authorized service/warranty centers throughout the U.S. via our nationwide service/warranty network. Our company owned service facilities include: <ul style="list-style-type: none"> - Two (2) Located in CA - One (1) Located in AK - One (1) Located in AZ - West-Mark is actively pursuing Louisiana, Texas & Florida company owned properties for service expansion. <p>In addition to our manufacturing capabilities and product lines, our Director of Business Development/OEM Product Sales as well as our Director of Marketing & Dealer sales have leveraged past, current & new relationships with OEM partners. We are also in discussions with additional OEM's to add to our portfolio in the coming months. We have negotiated and successfully formed strategic relationships which increase the West-Mark manufactured products sales, support and brand name as well as the companies partnered with which are as follows:</p> <ol style="list-style-type: none"> 1. Freightliner Trucks of Portland, OR, West-Mark is an authorized reseller/dealer of Freightliner Trucks to Federal, State & Local Governments. Freightliner has 595 Dealers. 2. Cementech, Inc. of Indianola, IA, West-Mark is an authorized reseller/dealer of Cementech products to Federal, State & Local Governments. Cementech has 77 Dealers in the U.S. & Canada. 3. Hi-Vac Corporation of Marietta, OH, West-Mark is an authorized reseller/dealer of Hi-Vac products to Federal, State & Local Governments. 4. Interstate Truck Bodies of Phoenix, AZ, West-Mark is an authorized reseller/dealer of Interstate Truck Bodies to Federal, State & Local Governments. 5. Interstate Trailers of Mansfield, TX with over 275 dealers nationwide we are currently an Authorized Dealer for Interstate Trailers, offering their complete line of products. 6. Kaufman Trailers of Lexington, NC & Bennettsville, SC. Kaufman Trailers is one of our longest standing vendors/partners in the Industry. West-Mark is an Authorized reseller/dealer of Kaufman Trailers to Federal, State & Local Governments. 7. Kenworth Trucks of Kirkland, WA 8. Fontaine Trailers of Birmingham, AL, West-Mark is a consultant & offers parts/engineering support for Fontaine 9. Doonan Specialized Trailers of Great Bend, KS, West-Mark is an authorized reseller/dealer of Doonan products to Federal, State & Local Governments. 44 Dealers in the U.S. & Canada. 10. Trail-Eze Trailers of Mitchell, SD, West-Mark is an authorized reseller/dealer of Trail-Eze products to Federal, State & Local Governments. 12 Dealers in the U.S. & Canada. 11. Four Degree Trailers of Kewanee, IL, West-Mark is an authorized reseller/dealer of Four Degree products to Federal, State & Local Governments. 12. Arm/Truck Corp of Canada & Akron, OH, West-Mark is an authorized reseller/dealer of Arm/Truck Corp products to Federal, State & Local Governments. 13. Alpha Trailers of Oelwein, IA, West-Mark is an authorized reseller/dealer of Alpha products to Federal, State & Local Government 14. Western Truck & Trailer, Salt Lake City, UT West-Mark is an authorized reseller/dealer of their Ranco, Smithco & Saw product lines."
----	---	---

28	Service force.	<p>"West-Mark has four (4) company owned services facilities and hundreds of additional authorized service/warranty centers throughout the U.S. via our nationwide service/warranty network. Our company owned service facilities include:</p> <ul style="list-style-type: none"> - Two (2) Located in CA - One (1) Located in AK - One (1) Located in AZ <p>West-Mark is actively pursuing Louisiana, Texas & Florida company owned properties for service expansion.</p> <ul style="list-style-type: none"> - West-Mark also has 7 dealers that are Authorized to service all our products sold. <p>In addition, all our OEM partners have dealer representation nationwide. It is because of these relationships that our products as well as our OEM products can be serviced at nearly any of these locations.</p> <ul style="list-style-type: none"> - Interstate Trailers - We can utilize their existing dealer network of over 275 dealerships to perform work on our products. - Kaufman Trailers - We can service our products at each location in NC & SC. - Doonan Specialize Trailers - We can utilize their existing dealer network of 44 locations at which each one provide service/repair support - Trail-Eze Trailers - We can utilize their existing dealer network of 12 locations t which each one provide service/repair support - Western Truck & Trailer of Salt Lake City, UT provides service & repair for all product types in UT & Nevada where they have service/repair centers <p>West-Mark is also a dealer/distributor of Freightliner and Mack Trucks. Due to the strong nature of our relationship, we have at our disposal their dealerships and service centers nationwide which also perform work on all types of trailers.</p> <p>If one of our products are to be brought to any one of our OEM's dealerships/service centers. The customer will contact West-Mark first and we will arrange for the customer to bring the vehicle in with a pre-negotiated rate and scope of work to be performed.</p> <p>West-Mark is also a dealer/reseller of Cementech, Inc., Hi-Vac Corportation & Arm/Truck Corp products who combined have over 210 dealers in the U.S. and Canada to service our products being offered.</p> <p>Finally, West-Mark keeps an ongoing list of warranty/repair/service centers in each location our products are sold that are authorized to do work on our equipment. These service centers are vetted and authorized by our company. We are currently working on a warranty/repair/service center landing page on our website which will enable the customer or anyone to do a quick search of "near me" and pull up a location to bring the equipment (truck or trailer)."</p>
----	----------------	--

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>* West-Mark's Proposed Order Process:</p> <ol style="list-style-type: none"> 1. West-Mark recognizes the direct impact that effective management of sales inquiries has on the number of resulting purchase orders. All sales inquiries made to West-Mark are welcomed by a friendly, customer focused, highly trained representative, with extensive product knowledge and outstanding customer service skills. 2. All Sourcewell specific sales inquiries made to West-Mark will immediately be handled by West-Mark's Sourcewell Representative. 3. Sourcewell specific sales inquiries made to dealers within West-Mark's dealer network will quickly be routed through territory managers, directly to West-Mark's Sourcewell Representative. 4. West-Mark's designated Sourcewell Representative will listen to the customers questions and comments with the intent of fully understanding the customers needs. The Representative will also quickly identify whether the customer is a Sourcewell or Sourcewell-eligible Member. The Representative will provide the customer with accurate, complete information in response to the customers questions and comments and assist the customer in defining specific product options and various configurations that will comprehensively satisfy the customer's needs. 5. For customers that are identified Sourcewell Members, the Representative will then provide the customer with an appropriate quote, factoring in the customers product specifications and options, that is based on the most current Sourcewell contract price list. 6. Inquiring customers that are identified non Sourcewell Members will be made aware of the benefits in becoming a Sourcewell Member and in using the Sourcewell Contract. The Representative will outline how the customer can become a Sourcewell Member, concisely explain using the Sourcewell contract, and educate the customer of proper procedures to follow when placing a Sourcewell order. 7. Upon receipt of a signed contract or valid purchase order, the Representative will review and compare the contract or purchase order with the original quote. If there are discrepancies between the contract or purchase order received and the original quote, the Representative will contact the customer. 8. The contract or purchase order becomes subject to West-Mark's quality control protocols upon confirmation that all terms and conditions in the contract or purchase order and in the original quote match. The contract or purchase order will be processed in compliance with West-Mark's procedure for processing orders, following the precise sequence of steps as enumerated in our procedure. (See attachment FormP_Att1_Order-Processing_Procedures_PC-02-00 for more detailed information that what is listed below) 9. West-Mark's Sales Manager creates a Sales Order Request and encodes it with the appropriate unique identifier assigned to the type classification of the respective contract. West-Mark organizes all contracts by type classification and differentiates between type classifications using the unique identifier that West-Mark has assigned to each type classification. West-Mark contract type classifications include: Commercial Contracts; State and Local Government Contracts; Sourcewell Contracts; etc. 10. The Sales Administrator creates a file for the individual contract and makes a Laserfiche folder in the contract file where all documents pertaining to the individual contract will be stored. 11. The Sales Administrator uses West-Mark's Contract Document Checklist to verify whether all necessary contract documents are on file. 12. The contract file is monitored by the Sales Administrator until all necessary contract documents are on file and verified through completion of the Contract Document Checklist. 13. The Sales Administrator then opens a new Job in Jobscope and populates the data including budgets, due dates, and customer information. 14. Sales Administrator sends an Thank-you Letter Acknowledgment (Form FC-02-26) to customers."
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>"West-Mark provides a wide variety of services to its customers. Our customer service procedure applies to all service and warranty processes at West-Mark. These services cover all processes that begin after the title transfer or customer acceptance of the product and continue to the end of the life cycle of the product. Products are West-Mark manufactured and may also include other OEM manufactured products.</p> <p>Our response time capabilities vary due to the severity of the problem and some services may take longer than others. West-Mark's customer service program guarantees West-Mark to respond to every customer within 24 hours from the customers' initial contact. Within two (2) business days following West-Mark's first response to a customer's initial contact, West-Mark will contact the customer to communicate a proposed solution plan that resolves all of the customer's needs in the most timely and cost-efficient manner for the customer.</p> <p>West-Mark is committed as a company to provide timely, accurate and outstanding customer service."</p>

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>"West-Mark is able and willing to provide our products and services to Sourcewell participating entities anywhere in the United States. We will accomplish this by the following:</p> <ul style="list-style-type: none"> • West-Mark employs Thirty Five (35) sales personnel all of whom have been trained to support our Sourcewell Chassis Contract and will have additional training as well as be educated to support Sourcewell members throughout the entire fifty 50 U.S. States & Canada. <p>Our sales staff includes:</p> <ul style="list-style-type: none"> - Twenty four (24) located at our facilities in CA. - Four (4) located at our FL offices - Two (2) located at our TX offices - One (1) located at our facilities in AK - Six (6) Outside Sales Representatives covering the following geographic territories: <p style="margin-left: 40px;">North-Eastern Mid-Western South-Eastern North-Central South-Central North-Western South-Western</p> <p>With physical presence on commission only sales in the following states OH, NC, PA, WI, MN, TN, CA, AK, FL, TX.</p> <ul style="list-style-type: none"> • West-Mark has 7 dealers that are Authorized to sell all our products sold in which will be participating in a Sourcewell awarded contract to our company. • In addition, all our OEM partners have dealer representation nationwide. We have negotiated a specific agreement in addition to our current agreements that will allow each OEM to sell products off our Sourcewell awarded contract on a commission based program along with their respective dealers. By do so the transaction stays with West-Mark but provides and incentive for the OEMs and their dealers to sell/market our Sourcewell contract. We are in development of a training program with specific OEM's on our Sourcewell Chassis contract to accomplish this as well with our hope of it being in place prior to the award of a trailer contract. It is because of these strong relationships that we are confident that our products as well as our OEM products will meet this criterion. <ol style="list-style-type: none"> 1. Freightliner Trucks of Portland, OR, West-Mark is an authorized reseller/dealer of Freightliner Trucks to Federal, State & Local Governments. Freightliner has 595 Dealers. 2. Cementech, Inc. of Indianola, IA, West-Mark is an authorized reseller/dealer of Cementech products to Federal, State & Local Governments. Cementech has 77 Dealers in the U.S. & Canada. 3. Hi-Vac Corporation of Marietta, OH, West-Mark is an authorized reseller/dealer of Hi-Vac products to Federal, State & Local Governments. 4. Interstate Truck Bodies of Phoenix, AZ, West-Mark is an authorized reseller/dealer of Interstate Truck Bodies to Federal, State & Local Governments. 5. Interstate Trailers of Mansfield, TX with over 275 dealers nationwide we are currently an Authorized Dealer for Interstate Trailers, offering their complete line of products. 6. Kaufman Trailers of Lexington, NC & Bennettsville, SC. Kaufman Trailers is one of our longest standing vendors/partners in the Industry. West-Mark is an Authorized reseller/dealer of Kaufman Trailers to Federal, State & Local Governments. 7. Kenworth Trucks of Kirkland, WA 8. Fontaine Trailers of Birmingham, AL, West-Mark is a consultant & offers parts/engineering support for Fontaine 9. Doonan Specialized Trailers of Great Bend, KS, West-Mark is an authorized reseller/dealer of Doonan products to Federal, State & Local Governments. 44 Dealers in the U.S. & Canada. 10. Trail-Eze Trailers of Mitchell, SD, West-Mark is an authorized reseller/dealer of Trail-Eze products to Federal, State & Local Governments. 12 Dealers in the U.S. & Canada. 11. Four Degree Trailers of Kewanee, IL, West-Mark is an authorized reseller/dealer of Four Degree products to Federal, State & Local Governments. 12. Arm/Truck Corp of Canada & Akron, OH, West-Mark is an authorized reseller/dealer of Arm/Truck Corp products to Federal, State & Local Governments. 13. Alpha Trailers of Oelwein, IA, West-Mark is an authorized reseller/dealer of Alpha products to Federal, State & Local Government 14. Western Truck & Trailer, Salt Lake City, UT West-Mark is an authorized reseller"
----	--	--

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>"West-Mark is able and willing to provide our products and services to Sourcewell participating entities anywhere in Canada.</p> <p>All of our Canadian transactions currently are completed by direct sales between West-Mark, one of our OEM partners or one of the OEMs respective dealers and the purchasing Governmental Entity end user. We have an internal International Sales Representative that pursues the Canadian government and replies to RFP's/RFQ's and solicitations posted for Canada. West-Mark is subscribed to a U.S. & Canada government bid site that lists bid postings for Canada that we submit bid proposal responses. This same site also provides us access to the buying agencies names and contact information for those U.S. & Canada entities that are also subscribers to the website. West-Mark will use this list of buying agencies to leverage our market share in the U.S. and in Canada, if a Contract is awarded. Part of our growth plan is to become more active in the Canadian market. Our Canadian market plan though long term is currently in progress. What we have accomplished to date is as follows:</p> <ol style="list-style-type: none"> 1. West-Mark is part of Canoe on our chassis contract. 2. West-Mark has added some U.S. based dealers who are very active and able to sell in Canada. These dealers are authorized to sell West-Mark products as well as our OEM partner products. 2. West-Mark has recently on boarded and is an Authorized Dealer of Truck Corp LLC. A Canadian & U.S. based manufacturer/upfitter. They have agreed and we have agreements in place to leverage their Canadian presence, dealer network & manufacturing/service/repair locations. This will allow West-Mark & Arm/Truck Corp to sell products & market the Sourcewell contract to Canadian governmental entities on a larger scale. <p>We actively seeking additional opportunities that will expand our network and increase our presence in the Canadian market. Additionally, our Director of Marketing & Dealer Sales is in discussions/negotiations with additional Dealers to expand our presence in Canada."</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	West-Mark is able and willing to fully serve all geographic areas of the United States and Canada through this proposed Contract, if awarded.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	West-Mark is able and willing to fully serve all Sourcewell participating entity sectors anywhere in the United States and Canada through this proposed Contract, if awarded.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	West-Mark does not have any specific contract requirements or restrictions that would apply to Sourcewell participating entities in Hawaii, Alaska, or in US Territories.	*

Table 7: Marketing Plan

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

36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>"West-Mark's Marketing Strategy for promoting the Sourcewell contract opportunity if awarded:</p> <ul style="list-style-type: none"> • The Sourcewell contract will be added to our government web page, with a PDF copy of the contract available to click on. • A hyperlink to the contract shall be embedded on our government web page. When the user clicks on the hyperlink it will re-direct the user to our dedicated Sourcewell landing page for the Trailers Contract. For example, please click on the following hyperlink to view our current Sourcewell Chassis Contract landing page, https://west-mark.com/sourcewell/. Here, you will notice the robust information boasting the benefits of becoming a Sourcewell Member as a Vendor/Supplier and as a Buyer/Customer. Notice the photographs and clips of informative materials and embedded videos that are all about Sourcewell Membership and the advantages. See the document, "Marketing Sample Webpage" included in the attached "Marketing Plan" to view a screenshot of our current Sourcewell Landing page. • West-Mark utilizes the following Sourcewell Marketing/Informative resources to accurately represent Sourcewell: <ol style="list-style-type: none"> 1. A selection from Sourcewell's extensive video compilations is embedded in our Sourcewell Landing page in the most effective medium for the type of information covered in the video and the length of the video: videos are embedded as video medium or hyperlinks. 2. Additionally, Sourcewell's robust collection of vendor resources found in the vendor section of their webpage is periodically reviewed and hyperlinks are updated to keep information current on our Sourcewell Landing page. • West-Mark uses our own our own outlets to promote Sourcewell and our contract with Sourcewell in the following ways: <ol style="list-style-type: none"> 1. West-Mark shall send an email blast to our customer base and dealer network with notice of our new contract, similar to that released upon receipt of our Sourcewell Trailer Contract. 2. West-Mark has several social media accounts on a variety of professional platforms that are continuously updated to remain current. These social media accounts are primarily used to post statements regarding current events including Sourcewell events and provide info. 3. West-Mark shall create a brochure listing all products offered through our new Sourcewell Contract. West-Mark shall also create detailed flyers with in-depth data for individual duct models offered. Flyers shall include a brief description of the product model, photos of that model, a list of standard model equipment specifications, and includes a few of the most popular options available for each. West-Mark's contact information included on each brochure directs the recipient to our designated Sourcewell representative. West-Mark will continue to distribute brochures and flyers at Trade Shows, provide them to current and potential customers when visiting both types of customers. See the documents titled "Marketing_Sample_PL_Brochure," and "Marketing_Sample_Flyer," included in the "Marketing Plan" attachment for examples of these items. 4. West-Mark shall continue collecting governmental agency data daily via a paid service to build lead lists that target agency decision makers. These lists are used as relationship building tools: West-Mark contacts potential customers via email blasts and mass mailings and fosters personal communication with current customers and vendors through direct calls and site visits. West-Mark's primary goal with Sourcewell is encouraging eligible entities to become Sourcewell participating entities. For the purpose of achieving this goal, we focus on personal means of relationship building. West-Mark's secondary goal with Sourcewell is utilizing our contract to facilitate sales of our products to our current customers and to Sourcewell participating entities. This goal to increase sales with the value added from our Sourcewell contract will be pursued using all three methods of contact mentioned above."
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>"West-Mark's use of Technology & Digital Marketing:</p> <p>While direct sales remain the primary marketing strategy for West-Mark products, digital marketing strategies are a significant avenue to reach new customers & market segments.</p> <ul style="list-style-type: none"> - Internet Website - www.west-mark.com has been active since the early 1990's and is currently in its sixth major edition. The site is designed for ease of use by both existing & potential customers. It is intended to show the variety of equipment available. - SEO capabilities - the registered domain name www.west-mark.com is designed for SEO optimization including logical page naming, key word metadata, and narrative metadata. Search engine rankings are regularly evaluated for improved search engine results on company products & services. - Social Media - the company maintains an active presence in Facebook, Linked-In, U-Tube, Instagram & Twitter on company products & services. - Digital Catalogs & Gallery - Digital catalogs & product grids are available for after-market replacement parts, product models, and available new/used equipment. - Industry Specific Links - Convenient links to government & industry websites are available for visitors to West-Mark & related sites. Direct links to industry landing pages such as www.westmarkdefense.com. - Usage & Tracking - Total and unique visits by page is used to evaluate & improve digital marketing strategies/campaigns."

38	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?	<ul style="list-style-type: none"> • West-Mark's view as to Sourcewell's role in promoting contracts arising out of this RFP are as follows: <ul style="list-style-type: none"> - A notice/announcement of award sent out to all Sourcewell members. - Training and familiarization of newly awarded contracts to Sourcewell members and the Sourcewell team. - Sourcewell Landing web page with awarded contract company data and other vital information that Sourcewell members can use to purchase our products. • West-Mark will integrate the awarded Sourcewell contract into our sales process through training documents, meetings, and videos. West-Mark will have a full-time director of City, County, States. <ul style="list-style-type: none"> - Main Sourcewell POC in charge of all aspects of the Sourcewell contract and management of personnel involved. - Mr. Jeff Hurst - Sourcewell West Coast Director/POC for West-Mark Products and he will be assisted by the West-Mark CA sales team. - Mr. Steve Buckner Jr. - Sourcewell Mid-West Director/POC for West-Mark Products & also Director of Government Sales will be assisted by West-Mark CA & TX sales team. - Mr. Ryan Piana - Sourcewell East-Coast & Canada Director/POC & for West-Mark Products & also Director of Marketing & Dealer Development. - Mr. Curtiss Homan - Sourcewell Nationwide & Canada Director for OEM products & also Director of Business Development & OEM Government Product Sales. - Mrs. Kristen Homan - Sourcewell East-Coast Sales/POC for OEM products. - Mr. Jeffery Spranger - Sourcewell West-Coast Sales/POC for OEM products."
39	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.	<ul style="list-style-type: none"> • West-Mark's products are not available through an e-procurement ordering process. We are base model company with customization e-procurement is not available currently for our products.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>"West-Mark provides training courses focused on the products offered by our company includes OSHA, Safety, Helper, Driver, Truck Operations, Maintenance, and Supervisor training. Covering front, rear, automated truck training. West-Mark certified employees conduct the training on West-Mark products and on West-Mark suppliers/OEM products. Trainers will be certified by the suppliers/OEM's products being offered/sold and/or accompanied by supplier/OEM representative to conduct training. Training is done on a case by case basis as each training session usually varies per customer scope requesting the training. Training rates are calculated per diem rates for travel expenses, meals, & lodging then \$150.00 per hour per trainer.</p> <p>West-Mark along with our vendors/partners also have parts & service manuals accessible online but also provided with each products. Each one of our vendors/partners has detailed training videos on U-Tube and/or other media avenues that can be found on West-Mark's webpage with links or the vendors web page. West-Mark also offers on-site training for each one of our offered vendors."</p>
41	Describe any technological advances that your proposed products or services offer.	<p>"West-Mark utilizes the electronic interfaces available from the chassis OEM to integrate the body buildup with the chassis to utilize the safety features directly available from the chassis manufacturer. i.e. Remote throttle control for running auxiliary pumps.</p> <p>Stationary heating of liquid bulk cargo tanks In-transit heating of liquid bulk cargo tanks. Load shedding of electrical circuits to protect engine alternator output. Engine overrun protection in the presence of saturated hydrocarbon environment. Overheat protection systems for Vacuum units in the presence of saturated hydrocarbon environment. Max rpm limits to protect pumping or vacuum systems."</p>

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>"West-Mark's Go-Green Initiative</p> <p>Mission Statement</p> <p>West-Mark strives to continually reduce our impact on the environment. By implementing responsible projects and practices, including conservation of energy, natural resources, and reduction of waste streams to the environment. We strive to educate our team members, business partners, and our community on environmental responsibility. We commit to do our part in keeping the world environmentally healthy.</p> <p>Go Green Projects</p> <ul style="list-style-type: none"> • Overhead Lighting (Energy Savings) - Replaced 62 each halogen overhead lighting in the fab facility with 4000K LED wide flood lights. Energy reduction was reduced from 400 watts per fixture to 165 watts per fixture for a total yearly reduction of 55,948 KWH. (2018) • Overhead Lighting (Energy Savings) - Replaced 165 each halogen overhead lighting in the New Manufacturing facility with 4000K LED wide flood light. Energy reduction was reduced from 400 watts per fixture to 165 watts per fixture for a total yearly reduction of 148,896 KWH. (2018) • Welders (Energy Savings) - Replaced 72 each CP-250 TS 230 volt 34.5 AMP, 11.24 constant voltage inefficient generator type welding power supplies with full electronic XMT-304 multi process Inverter Auto-Line primary power management, with on demand fan, highly energy efficient welding power supplies. The XMT with its multi process capability allowed removal of two earlier generation power supplies for every new power management multi process XMT-304 power supply we purchased. (2000-2019) • Hazardous Materials (Waste Reduction) - Lean manufacturing event was held to analyzing each new and used hazardous material stored and collected. Reduced a significant amount and types of Hazardous materials by using the "reduce, recycle and reuse" method. (2012) • Recycling (Waste Reduction) - Lean manufacturing event was held to reduce the amount of trash entering the land fill. Results we achieved were 100% recycling of cardboard, packaging materials, metals and all wood products. (2012) • Water Testing Methods (Water Conservation) - Lean manufacturing event was held to reduce water consumption at the manufacturing facilities. Previously, the interior of each manufactured tank was washed and rinsed with water then discharged down the drain; today, the interiors are dry cleaned with reusable dry mops and rags requiring no water. Previously, steel tank were water tested and discharged to sewage drain as a onetime use; today, a reclaim holding tank is used for recycling the water 100's of times. Previously, pump spray testing required filling the tank with water and drive the equipment around the parking lot to get spray patterns and pumping data; today, a recovery booth, tank and pumping system reclaims water through a floor drain, filter, recovery tank and filters. Approx. water reduction of 25,000 gallons annually. (2013) • Forklifts (Air Quality) - Replaced forklift fleet companywide not meeting current emission standards. West-Mark's truck and forklift fleet exceed all Federal as well as California's strict Air Resource Board Standards. (2015-2019) • Metal Dust (Air Quality) - Being a Stainless Steel manufacturing facility we were concerned about our shop floor sweepings containing hexavalent particles created from our manufacturing processes. To eliminate this problem floor sweepings are now being separated through a sieve collection hopper where airborne practical size sweepings are collected"
----	---	--

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>"West-Mark s Environmental Sustainability Policy:</p> <p>VISION</p> <p>West-Mark is committed to operate and provide products for a better world.</p> <p>PRINCIPLES</p> <p>Our approach to business is guided by commitments to the following principles: Leadership, Inclusivity, Transparency, Integrity, Accountability, and Continuous Improvement.</p> <p>IMPORTANT ISSUES</p> <p>There are many important issues in our local and global environment. Due to their direct impact on us and related parties, we have prioritized the following issues: waste reduction, air quality, health and safety, and financial solvency.</p> <p>OUR COMMITMENT AND SCOPE</p> <p>This policy will apply to all West-Mark facilities, products and team members. Our attention to environmental, social and economic responsibility includes working within the law and voluntarily exceeding legal requirements in order to be innovative and demonstrate leadership on the issues important to us and our team members. As we design products and processes we are able to choose how our actions and words will build a better quality of life for our team members and related parties.</p> <p>OBJECTIVES</p> <p>We commit to:</p> <ul style="list-style-type: none"> • Minimize environmental impacts in the areas of waste, water, energy and air quality. • Ensure our supply chain has responsible social and environmental practices. • Create innovative approaches to minimize negative environmental impacts, improve economic bottom lines. <p>REPORTING</p> <ul style="list-style-type: none"> • We will review and report on our progress annually. • Internal reviews will be held periodically, at least once per year. • Management reviews will be conducted quarterly. <p>RECYCLING ACTIVITIITES</p> <p>Paper & Packaging Metals Universal Waste</p> <p>WATER CONSERVATION ACTIVITIES</p> <p>Water Usage Shop Water Usage Landscaping</p> <p>ENERGY CONSERVATION ACTIVITIES</p> <p>Monitoring of Electricity Usage Lighting Shop Machinery</p> <p>TRANSPORTATION / CARBON</p> <p>Employees Customer Equipment Company Vehicles</p> <p>TEAM PARTICIPATION ACTIVITIES</p> <p>Team Member Training Supplier Involvement</p> <p>Location: Inspection Date: Inspected by: Reviewed by:"</p>
----	---	---

<p>44</p>	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>"* West-Mark is SBE Self-Certified and listed in SAM (System for Award Management) under the following NAICS Codes:</p> <p>West-Mark – (c) Representations.</p> <table border="1"> <thead> <tr> <th>NAICS Code</th> <th>Name</th> <th>NAICS Exception</th> <th>Size Standard</th> <th>Small Business?</th> </tr> </thead> <tbody> <tr> <td>332312</td> <td>Fabricated Structural Metal Manufacturing</td> <td></td> <td>500</td> <td>Y</td> </tr> <tr> <td>332313</td> <td>Plate Work Manufacturing</td> <td></td> <td>750</td> <td>Y</td> </tr> <tr> <td>332322</td> <td>Sheet Metal Work Manufacturing</td> <td></td> <td>500</td> <td>Y</td> </tr> <tr> <td>332420</td> <td>Metal Tank (Heavy Gauge) Manufacturing</td> <td></td> <td>750</td> <td>Y</td> </tr> <tr> <td>332999</td> <td>All Other Miscellaneous Fabricated Metal Product Manufacturing</td> <td></td> <td></td> <td>750</td> </tr> <tr> <td>333120</td> <td>Construction Machinery Manufacturing</td> <td></td> <td>1250</td> <td>Y</td> </tr> <tr> <td>333131</td> <td>Mining Machinery and Equipment Manufacturing</td> <td></td> <td>500</td> <td>Y</td> </tr> <tr> <td>333132</td> <td>Oil and Gas Field Machinery and Equipment Manufacturing</td> <td></td> <td>1250</td> <td>Y</td> </tr> <tr> <td>333914</td> <td>Measuring, Dispensing, and Other Pumping Equipment Manufacturing</td> <td></td> <td>750</td> <td>Y</td> </tr> <tr> <td>333924</td> <td>Industrial Truck, Tractor, Trailer, and Stacker Machinery Manufacturing</td> <td></td> <td>750</td> <td>Y</td> </tr> <tr> <td>336120</td> <td>Heavy Duty Truck Manufacturing</td> <td></td> <td>1500</td> <td>Y</td> </tr> <tr> <td>336211</td> <td>Motor Vehicle Body Manufacturing</td> <td></td> <td>1000</td> <td>Y</td> </tr> <tr> <td>336212</td> <td>Truck Trailer Manufacturing</td> <td></td> <td>1000</td> <td>Y</td> </tr> <tr> <td>336992</td> <td>Military Armored Vehicle, Tank, and Tank Component Manufacturing</td> <td></td> <td>1500</td> <td>Y</td> </tr> <tr> <td>336999</td> <td>All Other Transportation Equipment Manufacturing</td> <td></td> <td>1000</td> <td>Y</td> </tr> <tr> <td>423120</td> <td>Motor Vehicle Supplies and New Parts Merchant Wholesalers</td> <td></td> <td>500</td> <td>Y</td> </tr> <tr> <td>423860</td> <td>Transportation Equipment and Supplies (except Motor Vehicle) Merchant Wholesalers</td> <td></td> <td>500</td> <td>Y</td> </tr> <tr> <td>811111</td> <td>General Automotive Repair</td> <td></td> <td>\$7,500,000.00</td> <td>N</td> </tr> <tr> <td>811121</td> <td>Automotive Body, Paint, and Interior Repair and Maintenance</td> <td></td> <td>\$7,500,000.00</td> <td>N</td> </tr> </tbody> </table> <p>(1)** The offeror represents as part of its offer that it is, is not a small business concern."</p>	NAICS Code	Name	NAICS Exception	Size Standard	Small Business?	332312	Fabricated Structural Metal Manufacturing		500	Y	332313	Plate Work Manufacturing		750	Y	332322	Sheet Metal Work Manufacturing		500	Y	332420	Metal Tank (Heavy Gauge) Manufacturing		750	Y	332999	All Other Miscellaneous Fabricated Metal Product Manufacturing			750	333120	Construction Machinery Manufacturing		1250	Y	333131	Mining Machinery and Equipment Manufacturing		500	Y	333132	Oil and Gas Field Machinery and Equipment Manufacturing		1250	Y	333914	Measuring, Dispensing, and Other Pumping Equipment Manufacturing		750	Y	333924	Industrial Truck, Tractor, Trailer, and Stacker Machinery Manufacturing		750	Y	336120	Heavy Duty Truck Manufacturing		1500	Y	336211	Motor Vehicle Body Manufacturing		1000	Y	336212	Truck Trailer Manufacturing		1000	Y	336992	Military Armored Vehicle, Tank, and Tank Component Manufacturing		1500	Y	336999	All Other Transportation Equipment Manufacturing		1000	Y	423120	Motor Vehicle Supplies and New Parts Merchant Wholesalers		500	Y	423860	Transportation Equipment and Supplies (except Motor Vehicle) Merchant Wholesalers		500	Y	811111	General Automotive Repair		\$7,500,000.00	N	811121	Automotive Body, Paint, and Interior Repair and Maintenance		\$7,500,000.00	N
NAICS Code	Name	NAICS Exception	Size Standard	Small Business?																																																																																																		
332312	Fabricated Structural Metal Manufacturing		500	Y																																																																																																		
332313	Plate Work Manufacturing		750	Y																																																																																																		
332322	Sheet Metal Work Manufacturing		500	Y																																																																																																		
332420	Metal Tank (Heavy Gauge) Manufacturing		750	Y																																																																																																		
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing			750																																																																																																		
333120	Construction Machinery Manufacturing		1250	Y																																																																																																		
333131	Mining Machinery and Equipment Manufacturing		500	Y																																																																																																		
333132	Oil and Gas Field Machinery and Equipment Manufacturing		1250	Y																																																																																																		
333914	Measuring, Dispensing, and Other Pumping Equipment Manufacturing		750	Y																																																																																																		
333924	Industrial Truck, Tractor, Trailer, and Stacker Machinery Manufacturing		750	Y																																																																																																		
336120	Heavy Duty Truck Manufacturing		1500	Y																																																																																																		
336211	Motor Vehicle Body Manufacturing		1000	Y																																																																																																		
336212	Truck Trailer Manufacturing		1000	Y																																																																																																		
336992	Military Armored Vehicle, Tank, and Tank Component Manufacturing		1500	Y																																																																																																		
336999	All Other Transportation Equipment Manufacturing		1000	Y																																																																																																		
423120	Motor Vehicle Supplies and New Parts Merchant Wholesalers		500	Y																																																																																																		
423860	Transportation Equipment and Supplies (except Motor Vehicle) Merchant Wholesalers		500	Y																																																																																																		
811111	General Automotive Repair		\$7,500,000.00	N																																																																																																		
811121	Automotive Body, Paint, and Interior Repair and Maintenance		\$7,500,000.00	N																																																																																																		
<p>45</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?</p>	<p>"Our trailers are designed to operate in some of the harshest climates around the world and in Alaska on the worst roads as well as under extreme weather conditions (-50 degrees to 120 degrees).</p> <p>West-Mark's experience along with shared information from our customers usage and our Fairbanks Service Center has helped our West-Mark Continuous Improvement Program (WMCIP).</p> <p>West-Mark has delivered numerous equipment to the Middle East in extreme combat scenarios and again very harsh conditions. These trailers have been used to support our efforts during war and are performing excellent in the extreme desert conditions.</p> <ul style="list-style-type: none"> - We have state of the art equipment, training, programs, and engineering that gives us the ability to have: - Precise machining and tooling. - Some of the best welding and welds in the industry since we are an ASME shop - Engineering ability to design products even prior to awards to give the customer the comfortability and satisfaction they are getting exactly what they need. - State of the art computer aided software for FEA & 3D modeling so we can test and run analysis on real life situations to ensure the design meets the requirements. - Also, we have relationships with NATC (Nevada Automotive Test Center) for testing our equipment in real time situations and with GS Engineering, Inc. who have several Physical Engineers on staff to validate and simulate of our models we provide on any design for terrain to see how the trailer will react." 																																																																																																				

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

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	West-Mark's payment terms are net 30 days.
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>"Yes, West-Mark provides leasing and financing options, including those options that schools and governmental entities may need to use in certain acquisitions.</p> <p>West-Mark provides leasing and financing options through select third-party agencies that have established solid relationships with our customers. Third-party agencies in West-Mark's network must make customer satisfaction their first priority. Criteria to become a West-Mark selected financial agency include a foundation built on trust and stewardship, centralized focus on customers as individuals, the core value of relationship building, establishing a solid, comprehensive understanding of each customer's current needs, special circumstances, and future financial goals, creating custom product solutions that satisfy the customer's current needs in each special circumstance while facilitating growth and implementing financial strategies in alignment with the customer's future goals.</p> <p>Additional leasing and financing options are also available to West-Mark customers through our dealer network. Utilizing third-party financial agencies that have built strong relationships with dealers in our network."</p>
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>"1. Sourcewell quote form identifier notating that the quote is off a sourcewell awarded contract. 2. Purchase order or order document from customer placing the order referencing the quote & sourcewell contract. 3. Sales Order Request form is generated from the quote and PO from the customer this travels with the product through payment. 4. Vendor Purchase Order is generated when the product is not manufactured by West-Mark. This initiates the order to the vendor for the product quoted. 5. Thank-you Letter Acknowledgment (Form FC-02-26) to customers."</p>
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	<p>"Yes, West-Mark accepts the P-card procurement and payment process. Additionally, the majority of dealers in West-Mark's dealer network also accept the P-card procurement and payment process.</p> <p>No, there is no additional cost to Sourcewell participating entities for using this process."</p>

Table 11: Pricing and Delivery

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

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

57	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.	<ul style="list-style-type: none"> • West-Mark is offering its most competitive price to Sourcewell on all of our products. Per the attached Pricing List see attached (West-Mark_PL_2022) Effective Date (09-26-2022). • Sourcewell customers will receive a line-item discount of 24% from the List Price for all models and options. • An additional 1% volume discount will be given for quantity orders in excess of nine (9) units on a single order. • Pricing includes all trailers and options being offered to Sourcewell of this RFP. Pricing is exclusive of FET (Federal Excise Tax), freight charges, and any other charges applicable at the time of quote which will be applied at individual quote level, so the ordering member/agency has a complete out-the-door price at the time they are ready to place the order. All products (West-Mark & OEM partners) will be priced the same including any priced from our OEM partners or participating dealers utilizing the West-Mark Sourcewell awarded contract. • Commissions paid to OEMs or Dealers on sales utilizing a West-Mark awarded contract will not be priced separately on in excess or the agreed upon/awarded pricing submitted to Sourcewell."
58	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.	<ul style="list-style-type: none"> • See attached (WM_Product_PL_SOURCEWELL) • West-Mark's pricing is based of off line item discounts from List Price. West-Mark is offering 24% off of list price for the items on this RFP."
59	Describe any quantity or volume discounts or rebate programs that you offer.	<ul style="list-style-type: none"> • An additional 1% quantity discount will be given for orders in excess of nine (9) units on a single order. The additional 1% is applied after deducting Sourcewell's 24% standard discount. • See Attached Model Pricing Sheet see attached (WM_Product_PL_SOURCEWELL)"
60	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.	<ul style="list-style-type: none"> • West-Mark may offer sourced products (and/or related services) in addition to our regularly manufactured product line. The price of sourced products will be determined at West-Mark's discretion, and will always be offered at the most competitive price possible. In order to be competitive, West-Mark will offer such sourced products and list them individually on each proposal as "open market item" • See attached (FormP_West-Mark_Sourcewell_Quote_Sheet_Template)"
61	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.	<ul style="list-style-type: none"> • When requested, West-Mark will provide options for training programs on any product or piece of equipment that we offer through Sourcewell. If specific training is requested, West-Mark will include a separate line item in our proposal where we will list pricing details for the specific product or equipment training being offered. • Additional information about the specific training being offered will be detailed in the appropriate section of our proposal. This information will include the duration of the specific training being offered, a proposed training schedule, and an outline of the content areas we will cover in the training program. • West-Mark offers various levels of maintenance/instruction/parts manuals with each of our products. • Operator training guides are also available as an option for each product model and for every piece of equipment offered by West-Mark."

62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>"It is our intent to only charge Sourcewell members "ACTUAL" shipping costs calculated at the time of quote</p> <p>Freight, delivery, or shipping cost is an additional cost to the Sourcewell participating entity. This additional cost will be included in the total price quoted at the time of offer. West-Mark ships its products world-wide; shipping costs will vary by location. Sourcewell members shall benefit by West-Mark pricing delivery in this manner in lieu of a firm fixed price for shipments nationwide.</p> <p>Our goal is to keep shipping at a low per mile rate under industry standards. We are successful in doing so using a list of companies that we have compiled for shipping our products. When a unit is ready to ship, we first put out a shipping broadcast to all our transportation companies in a competitive bid scenario to get the best shipping price. Next, we evaluate our history with the transportation company, based on positive customer feedback after previous delivery experiences. Then, we consider the delivery date and time proposed by each vendor, selecting only those that will perform delivery in accordance with the customer's expectation of arrival. Finally, West-Mark selects the transportation company that proposes the lowest price and has a proven positive past performance with West-Mark customers, that will meet the current customer's desired date and time to receive delivery.</p> <p>A West-Mark shipping coordinator will be in contact with the customer at time of pick up, during transit, and at time of delivery. The shipping coordinator will work with the customer and will provide solutions whenever applicable. Examples of circumstances that could require additional assistance from West-Mark's shipping coordinator include the instance that the equipment being delivered need to be unstacked, when there are special delivery requirements, and in circumstances where a special service is needed to set up or off load the equipment (i.e. a third-party crane service is necessary for off-loading). Any additional assistance that our shipping coordinator provides to the customer is at the courtesy of West-Mark; customers will not be billed nor will additional costs incurred be made at the expense of the customer."</p>
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<ul style="list-style-type: none"> The same competitive method of calculating travel and delivery charges as listed in number 14 above also apply for Alaska, Hawaii, Canada, or OConus. West-Mark offers door-to-door delivery programs for shipping to those areas outside of the continental U.S. or any other location offshore. Each specific Sourcewell quotation shall include travel expense, delivery or shipping costs at the time of quotation, if applicable.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<ul style="list-style-type: none"> West-Mark has a list of companies that we use for shipping. When a unit is ready to ship, we put out a shipping broadcast to all our transportation companies in a competitive bid scenario to get the best shipping price. We also consider our history with the company based on positive delivery feedback when choosing a vendor. Lastly, we consider the time of arrival and delivery as well when choosing a vendor, so it is not always the lowest price. In order to be most cost effective for the customer, West-Mark may deploy many different types of delivery methods. These include the use flatbed trailers, stepdecks, cargo containers, ships (roll-on/roll-off, breakbulk), etc. <p>We also have the ability to stack products to save Sourcewell on shipping costs when possible."</p>

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	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 *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell 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 Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>"West-Mark's Self-audit Process in Compliance with this proposal made to Sourcewell:</p> <p>Each offer will include a pricing sheet that Sourcewell may crossreference against West-Mark's option list to validate that we have held pricing for the offered item to the contract amount. West-Mark regularly performs this audit for several contracts. To remain competitive and ensure our client's receive best value, this same sheet also includes a line item for discount since West-Mark continually updates its pricing to stay current among market trends and cost of goods and services, etc.</p> <p>West-Mark shall maintain a logbook designated to orders received under this contract, if awarded, where all data and information above will be recorded and kept in compliance with Sourcewell's record-retention requirements. West-Mark will refer to this logbook each quarter to compile a report of all sales acquired under this contract in the quarter, calculate the administrative fee using the proposed percentage of sales resulting from this contract, and complete a Quarterly Report for submission to Sourcewell with payment of the calculated administrative fee enclosed."</p>
67	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>"1. We use a CRM (Hubspot) that all incoming leads are sent. This tracks where the lead comes, was it converted to a sale, where it came from, what contract, etc. We can run reports based on this data to review success of lead generations & how we are doing on each contract.</p> <p>2. We have a central sharepoint in the cloud that tracks company KPI's for success and to identify where we need improvements. This is the same for our contracts and sales/marketing success. They are reviewed quarterly.</p> <p>3. An awarded contract number is tied to every quote that is based off the contract and then tied to the order processing documentation. This not only allows us to track admin fee payments but run reports for sales and others to see how we are doing on the contract."</p>
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell 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.)	<p>West-Mark proposes to pay Sourcewell an administrative fee for facilitating, managing, and promoting the Sourcewell Contract in the event that we are awarded a Contract. West-Mark's proposed administrative fee is the amount equal to 2% of West-Mark's quarterly sales acquired through this Contract.</p>

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>West-Mark is offering a total of 179 products. Our full manufacturing line of trailer products and six (6) vendor/partner products of which we are a dealer. The products offered are as follows:</p> <p>47 Tank Type Products 24 Lowboy Trailer Type Products 51 Pull behind trailers and gooseneck trailer Type Products of all capacities. 6 Fixed Neck Trailer Type Products 10 Drop Deck & Flatbed Type Products 20 Hydraulic Tail Type Products 8 Sliding Axle Type Products</p> <p>Product Categories are below:</p> <ol style="list-style-type: none"> 1. Tank/bulk liquid transport trailers for the Agriculture industry.. 2. Tank/bulk liquid transport trailers for the Arctic areas, this is very custom and highly specialized products. 3. Tank/bulk liquid transport trailers for the Construction industry. 4. Tank/bulk liquid transport trailers for the Emergency & Fire industry. 5. Tank/bulk liquid transport trailers for the Food & Beverage industry. 6. Tank/bulk liquid transport trailers for the Liquid Waste industry. 7. Tank/bulk liquid transport trailers for the Fuel and Energy industry. 8. 25-Ton to 55-Ton Capacity, Hydraulic Tail Trailers for light and heavy equipment of all industries. 9. 25-Ton to 55-Ton Capacity, Sliding Axle Trailers for light and heavy equipment of all industries. 10. 25-Ton to 100-Ton Capacity, Fixed Neck Equipment Trailers for light and heavy equipment of all industries. 11. 35-Ton to 100-Ton Capacity, Detachable Lowboy Trailers for light and heavy equipment of all industries. 12. 3.5-Ton to 12-Ton Capacity, Hydraulic Lift Deck Pintle Hitch Trailers & Gooseneck Trailers, for light and heavy equipment of all industries. 13. 1.5-Ton to 30-Ton Capacity, Equipment Pull Behind Tag Trailers, Tilt Deck Trailers & Gooseneck Trailers for light and heavy equipment of all industries. 14. 2.5-Ton to 10-Ton Capacity, Small Pull Behind Dump Trailers for light and heavy equipment of all industries. 15. 30-Yard to 75-Yard, End Dump Trailers, Side Dump Trailers, Belly Dump Trailers for hauling all kinds of materials across all industries. 16. Drop Deck & Flatbed Trailers, All Steel, Combo, or Aluminum for specific needs across all industries. 17. Custom Trailers made to order & design. <p>Please see the downloads page of this bid, (5) Pricing, attachment titled, "Pricing," document in the attachment titled "West-Mark WM_Product_PL_SOURCEWELL."</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	West-Mark lists all makes, models and components/options in the price list attached called WM_Product_PL_SOURCEWELL representing a combined 179 Models and over 10,000 components/options for members to choose from.

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
71	Semi, utility, dump, lowboys, tags, hydraulic lift, flatbeds, deck overs, drop-deck tilt, rollbacks, slide axle, tanker, gooseneck, car haulers, stock, cargo, sport, walking floor, roll-off, storage, construction job, and refrigerated	<input checked="" type="radio"/> Yes <input type="radio"/> No	We are providing 179 products in this specific category that consist of Semi, utility, dump, lowboys, tags, hydraulic lift, flatbeds, deck overs, drop-deck tilt, slide axle, tanker, gooseneck trailers.
72	Mobile offices and concessions	<input type="radio"/> Yes <input checked="" type="radio"/> No	We are in discussions now with two (2) vendors for this product line that could be added at a later if awarded.
73	Mobile command stations and incident response	<input type="radio"/> Yes <input checked="" type="radio"/> No	We anticipate onboarding a vendor for this type of products within the next 2 years.

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

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

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - WM_Product_PL_SOURCEWELL.pdf - Tuesday September 27, 2022 14:06:30
 - [Financial Strength and Stability](#) - Financial_Documentation.pdf - Tuesday September 27, 2022 14:09:11
 - [Marketing Plan/Samples](#) - Marketing_Plan_&_Samples.zip - Tuesday September 27, 2022 14:10:09
 - [WMBE/MBE/SBE or Related Certificates](#) - Company_Certifications.pdf - Tuesday September 27, 2022 14:12:30
 - [Warranty Information](#) - Warranty_Documentation.pdf - Tuesday September 27, 2022 14:12:59
 - [Standard Transaction Document Samples](#) - FormP_Att1_Order-Processing_Procedures_PC-02-00 (1).zip - Tuesday September 27, 2022 14:14:01
 - [Upload Additional Document](#) - Additional_Documents.zip - Tuesday September 27, 2022 14:20:17

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kristen Homan, Government Sales Compliance Analyst , Certified Stainless Service, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the 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_5_Trailers Wed September 21 2022 04:26 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Trailers Tue September 20 2022 08:40 AM	<input checked="" type="checkbox"/>	1
Addendum_3_Trailers Mon September 19 2022 12:24 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Trailers Wed September 14 2022 03:50 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Trailers Tue September 13 2022 07:51 AM	<input checked="" type="checkbox"/>	1