

**MASTER AGREEMENT #102325****CATEGORY: Public Safety Training and Simulation Equipment and Technology****SUPPLIER: Jahnke & Sons Construction, Inc. dba WHP Trainingtowers**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Jahnke & Sons Construction, Inc. dba WHP Trainingtowers, 519 Duck Road, Grandview, MO 64030 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on February 13, 2030, unless it is cancelled or extended as defined in this Agreement.
1. **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 2. **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #102325 to Participating Entities. In Scope solutions include:
1. Sourcewell is seeking proposals for Public Safety Training and Simulation Equipment and Technology, including but not limited to:
 - a. Facilities, structures (fixed or mobile);
 - b. Equipment, props, supplies, rentals, and consumables;
 - c. Augmented or virtual reality, interactive, and digital simulation technology and related software, hardware, and equipment;
 - d. Instructional, educational, training programs, incident-based training, and learning management systems with directly related materials and supplies; and,
 - e. Services, equipment, and software directly related to the offering of the solutions described in Sections 1. a. – d. above, including design, installation, maintenance, repair, training, integration, support, and customization.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- a. **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- b. **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- c. **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) Bankruptcy Notices. Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

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

16) Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200). Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

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

- 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 comply 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, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- 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 Agreements by Sourcwell 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 Agreement it 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 Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- 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 Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- 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 Agreement 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, Sourcwell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcwell, 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 Agreement 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 Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

**Article 2:
Sourcewell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier

or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses

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

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

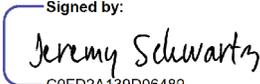
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

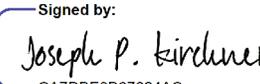
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

- 4) **Ordering Process and Payment.** Supplier’s ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier’s standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Jahnke & Sons Construction, Inc.
dba WHP Trainingtowers

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 2/16/2026 | 10:20 AM CST

Signed by:

 CA7DBE0B67624AC...
 By: _____
 Joseph P. Kirchner
 Title: Chief Operating Officer
 Date: 2/16/2026 | 10:13 AM CST

RFP 102325 - Public Safety Training and Simulation Equipment and Technology

Vendor Details

Company Name: Jahnke & Sons Construction, Inc.
Does your company conduct business under any other name? If yes, please state: WHP Trainingtowers
Address: 519 Duck Rd
Grandview, MO 64030
Contact: Rob Van Bibber
Email: info@trainingtowers.com
Phone: 913-385-3663
Fax: 800-736-7594
HST#: 742855791

Submission Details

Created On: Tuesday September 16, 2025 08:05:00
Submitted On: Thursday October 23, 2025 14:48:04
Submitted By: Rob Van Bibber
Email: info@trainingtowers.com
Transaction #: 34271b47-23e2-472e-9456-bc395767993d
Submitter's IP Address: 147.243.245.237

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Jahnke and Sons Construction, Inc.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	WHP Trainingtowers™
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 1LD28 SAM UEI: F2THCSCN2QH9
5	Provide your NAICS code applicable to Solutions proposed.	236210 Industrial Building Construction 238350 Finish Carpentry Contractors 236220 Commercial and Institutional Building Construction 332999 All Other Miscellaneous Fabricated Metal Product Manufacturing 332311 Prefabricated Metal Building and Component Manufacturing
6	Proposer Physical Address:	519 Duck Road Grandview, MO 64030
7	Proposer website address (or addresses):	www.trainingtowers.com
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Joseph P. Kirchner, Chief Operating Officer 519 Duck Road, Grandview, MO 64030 joek@trainingtowers.com 913-343-0446
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Joseph P. Kirchner, Chief Operating Officer 519 Duck Road, Grandview, MO 64030 joek@trainingtowers.com 913-343-0446
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Maggie Scaletty, Chief Executive Officer 519 Duck Road, Grandview, MO 64030 maggies@trainingtowers.com 913-385-3663

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

Line Item	Question	Response *
11	Provide a brief history of your company, including your company’s core values, business philosophy, and industry longevity related to the requested Solutions.	Jahnke and Sons Construction, Inc. (JSC) d/b/a WHP Trainingtowers™ (WHP™) is a family-owned corporation in the 28th year of business. JSC was established as a local construction company by the owner, Chief William Jahnke (Ret.). In 1997, Chief Jahnke retired as Fire Chief of the Overland Park, KS Fire Department. In 1998, Chief Jahnke acquired WHP™. WHP™ sells pre-engineered fire training towers to fire departments, military, governments, and municipalities throughout the world. JSC’s 56 employees work diligently to market, sell and make the best metal training facility

on the market.

WHP™ was established in 1980 and was the first company on the market to offer an alternative to older costly concrete designs. At WHP™, we plan, construct, and stand behind the strongest, most rugged metal structure in the fire training business. Our expertise, quality and innovation can be seen in more than 1,000 installations over forty-five years.

WHP Trainingtowers™ has always been about building a legacy. Under Chief Jahnke's leadership from 1997 through his retirement in 2025, WHP™ grew, innovated and overcame industry challenges with integrity and resilience. His field experience and vision shaped the foundation of the company and set the standard for what WHP™ represents today.

Now WHP™ is under the ownership of a dedicated and highly experienced leadership team including Maggie Scaletty - President and Chief Executive Officer, Joe Kirchner - Chief Operating Officer and Steve Jahnke - Chief Production Officer.

Our legacy is not built by ownership alone. It is shaped every day through leadership at every level. It is built through craftsmanship, shared wisdom and the dedication of the entire WHP™ team. From design to delivery, from the weld shop to the project site, every employee plays a critical role in bringing our towers to life. Together we build more than structures. We build steel training towers that prepare and protect firefighters across the globe.

We shape the future of fire training and honor those who serve. That is our legacy.

Our Philosophy

At WHP™, our training towers are designed by firefighters and structurally engineered specifically for fire training. Every project begins with our people. From initial design to final installation, WHP™ team members share a common purpose driven by a passion for quality and a deep respect for the mission of those we serve through our expertise, innovation, and focus on quality.

Expertise:

Everything we do is backed by construction expertise and firefighter experience. All of our towers are built by firefighters and engineers specifically for the firefighting industry.

Innovation:

Many innovative products have been added to our product line over the years making them safer, stronger, and more durable. Our engineers are always looking to improve upon the existing products. The Alarm Series™ tower and Padgenite™ burn room liner originated in 1980, and next, the patented MODx Modular™ structure was developed in 2016, followed by our patented Padgenite™ Interlock in 2020.

Quality:

Our towers are constructed to be low-maintenance and durable. Our first structure was built in 1980 in Kotzebue, Alaska. It has been in service for over 45 years and is still going strong!

No other company in the world has built as many steel training towers as WHP™. We are not just a supplier of fire training towers; we are fire training tower experts. Designing, fabricating and installing fire training towers is what we do. Our towers are structurally engineered with precision, built with pride and rooted in a deep respect for those who serve. With that distinction comes a deep sense of responsibility: to uphold the highest standards in our work, to support one another as a team and to continuously improve in pursuit of excellence.

Whether on the shop floor, in the field, or behind a desk, every role at WHP™ plays a part in protecting the lives of those who protect us, and in building a legacy that endures.

Our Core Values

Our internal culture is grounded in five core values that reflect the expectations we hold for ourselves and for one another. These principles guide our behavior, shape our work environment and define our commitment to safety, integrity, professionalism, and excellence.

1. Safety and Compliance

		<p>We adhere to all safety protocols, company policies, procedures and regulatory requirements. We are committed to maintaining a safe work environment for ourselves and for those around us. We demonstrate daily awareness of safety standards and take responsibility for integrating safety into every task.</p> <p>2. Integrity and Accountability</p> <p>We demonstrate honesty, ethical behavior and professionalism in all aspects of our work. We take full responsibility for our actions and their outcomes. We follow through on commitments and accept accountability without shifting blame or avoiding consequences.</p> <p>3. Reliability and Attendance</p> <p>We demonstrate consistent attendance and punctuality, arriving fully prepared to begin work at the scheduled start time. We understand that frequent absences, tardiness and short-notice call-ins impact our team's ability to perform and do not align with WHP™'s professional expectations.</p> <p>4. Teamwork and Attitude</p> <p>We work collaboratively and communicate respectfully across all levels of the organization. We contribute to a productive, solutions-oriented work environment by supporting team goals, maintaining a positive attitude and treating others with professionalism and respect.</p> <p>5. Quality and Continuous Improvement</p> <p>We consistently produce work that meets or exceeds quality standards. We take pride in our craftsmanship and attention to detail. We seek opportunities to improve our performance, share wisdom, enhance our processes and deliver results that reflect our commitment to excellence.</p>	
12	What are your company's expectations in the event of an award?	A Sourcewell contract award would allow JSC dba WHP Trainingtowers™ to reach more customers looking to improve their training programs. At the beginning of 2024, we opened a second production facility. This second shop allowed us to increase our production capacity. By marketing a newly executed Sourcewell contract and creating awareness of our new purchasing platform, we expect to generate immediate interest in both your existing customer base as well as pique the interest of potential customers looking for a purchasing program such as Sourcewell.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Financial documents have been attached in the documents portion of our response.	*
14	What is your US market share for the Solutions that you are proposing?	Our market share for the US market for metal fire training towers is 60%.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Our market share for the Canadian market for metal fire training towers is 40%.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	JSC, Inc. has never sought bankruptcy protection.	*

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</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>From the descriptions provided, JSC dba WHP Trainingtowers™ is best described as b) a manufacturer and service provider. There are components of our overall system, which we source from our network of suppliers, however as a whole, we design each training structure, manufacture the majority of the components, complete the procurement of outsourced components and deliver the complete building package to our specifications.</p> <p>Our sales & service force is a combined team of both JSC sales and service employees and regionally located individuals providing sales and services as a third party. This format allows our direct employees to provide immediate functions during the sales and service cycle and assist our outside sales & service team as necessary. We also have the ability expand capacity quickly through our outside sales & service team.</p>	*
18	<p>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>	<p>WHP™ currently maintains general contractor licenses in 18 of the 24 states that require state-level licensing. Of the 26 states that do not require state-level contractor's license (or only require registration), WHP™ maintains active registrations in 6 of those states. We have the ability to obtain/activate additional licenses and registrations as needed for specific projects. We also provide a third party engineer review of every training structure we deliver. Our third party engineer has the ability to wet stamp our engineered documents in all 50 states as well as every Canadian Province. Engineer wet stamps are required by NFPA 1402.</p>	*
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>JSC, Inc. is not aware of any instances where we have been involved in debarment or suspension.</p>	*
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>December 2022 - Construction Tech Review - Top 10 Modular Construction Services Providers</p> <p>August 2024 – Gov Business Review – Top Firefighter Training Towers System Provider</p> <p>July 2025 – CIO Times – CEO Maggie Scaletty named Most Innovative Leader in Fire Training Construction</p>	*
21	<p>What percentage of your sales are to the governmental sector in the past three years?</p>	<p>80%</p>	*
22	<p>What percentage of your sales are to the education sector in the past three years?</p>	<p>16%</p>	*
23	<p>List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?</p>	<p>Sourcewell Contract #011822-JHK 2022: \$9,025 2023: \$2,313,682 2024: \$6,542,394</p>	*
24	<p>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?</p>	<p>GSA Contract # GS07F5448P 2022: \$419,511 2023: \$1,912,713</p> <p>GSA Contract # 47QSMS24D0050 (Start: 03/20/2024) 2024: \$0 2025: \$0</p>	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
OKLAHOMA STATE UNIVERSITY 1510 S KARSTEN CREEK ROAD STILLWATER, OK 74074	BRYAN WEST LOGISTICS MANAGER	405-624-3974	*
LOUISVILLE FIRE DEPARTMENT 1135 W. JEFFERSON ST LOUISVILLE, KY 40203	BOBBY COOPER, LT. COLONEL ASSISTANT CHIEF, SUPPORT SERVICES	502-574-2904	*
COLORADO DFPC 690 KIPLING STREET LAKEWOOD, CO 80215	LISA PINE, EFO CHIEF, FIRE TRAINING DIRECTOR	303-239-5879	*
BROOKLINE MASSACHUSETTS 350 WASHINGTON ST BROOKLINE, MA 02445	JOHNF SULLIVAN, EFO, CFO, MPA FIRE CHIEF / EMERGENCY MANAGEMENT DIRECTOR	617-730-2263	
UNIVERSITY OF MARYLAND MARYLAND FIRE RESCUE INSTITUTE 4500 CAMPUS DRIVE COLLEGE PARK, MD 20742	PAT MARLATT DEPUTY DIRECTOR	301-226-9900	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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>The WHP Trainingtowers™ sales force is able to handle all regional, national and international sales. WHP™ refers to our sales force as the Preconstruction Team to emphasize our strength as the only turn-key provider in the fire training tower industry. This sets us apart from our competition because we work with our customer from concept to completion and beyond. By helping our customer design and then budget for their project through Sourcewell, we are able to maximize their buying potential and training capabilities.</p> <p>The WHP™ Preconstruction Team is comprised of three internal sales representatives, two contracted external sales representatives and two internal auxiliary sales support staff. Additionally, we have two technical representatives that perform NFPA 1402/1403 inspections of existing training towers throughout the globe. Our Project Coordinator handles customer service and bridges the gap between our preconstruction and project management teams allowing a seamless transition for our customers as we bring their tower to fruition. All team members above utilize our CRM software for lead management, follow-up reminders, quote execution and project management. WHP Trainingtowers™ has seen major growth over the past three years of 25% year over year, in part, due to our Sourcewell contract. Utilizing CRM & project management software helps us to stay organized furthering our high standard of customer service and satisfaction. At WHP™, we understand the importance of teamwork and are willing to assist any and all customers quickly regardless of which sales representative initiated the customer relationship. Our team enjoys working together and cheering each other on to be our best.</p> <p>Sourcewell has been a tremendous tool over the last three years for WHP™. The preconstruction team attends around 30 regional and national trade shows a year to speak with fire chiefs, architects and other decision makers in the public sector about our products ranging from the fixed Alarm Series™ and patented MODx Modular™ training towers, our patented Padgenite™ burn room liners and Hazmat simulators. WHP™ also works with existing customers to estimate and sell retrofit burn room liners and expand and/or repair their existing fire training towers. We proudly display the Sourcewell and Canoe flags respectively in our booth at every trade show and our team is educated and able to discuss the value of purchasing through our Sourcewell Awarded Contract.</p> <p>With Sourcewell, our team has increased sales and profits, customer numbers, upsells and cross-sells, productivity and it has enhanced the sales process. The WHP™ Preconstruction team has executed over 15MM in sales with our Sourcewell contract to date representing 47% of our total contracts. Our team is able to identify the need for Sourcewell financing for customers we serve in the United States, U.S. Territories & Canada and educate them on the value of collective purchasing.</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>WHP™ does not utilize dealers, distributors or resellers. The majority of our sales are direct to the customer. We feel it is important to communicate directly with our customers as much as possible during the turn-key process from design, manufacturing, delivery, installation to post-sales support. We will sell products through our network of affiliates when it makes the most sense for the end customer.</p>	*
28	Service force.	<p>The WHP Trainingtowers™ service force consists of two field technicians and third party contracted service companies located regionally. We have the ability to deploy personnel to five separate locations at one time or combine a team of technicians for larger service calls. Our technicians also communicate remotely with our customers, answering questions and helping our customers with simple upgrades or modifications.</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>All orders are placed in-house by our Preconstruction Team. Initially, the Preconstruction Representative helps the customer determine how to maximize training goals, options and needs specific to their community. Next, a budget estimate is formulated with the understanding that a formal Sourcewell proposal will be submitted when the design is finalized. Once the design has been refined to meet the customer's needs and the order is processed, preconstruction submits the purchase order to project management. The Project Management Team begins initial project logging and starts the project cycle. The Preconstruction Representative is involved in the project hand-off to answer any questions the customer or project management has prior to the start of the project cycle. Every order is handled with our turn-key process to allow a seamless customer experience from concept to completion. Our teams utilize CRM software to ensure organization and communication is tracked and the project remains on-time. Project management oversees the entire design and fabrication to make sure plans and installation are executed properly.</p>	*

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.	Customer service begins during the first conversation with the customer and is prioritized by WHP™ through several channels. Inquiries ranging from project management, warranty, sales, request for contact, etc. are logged in our CRM software and tagged based on subject. This determines and tasks the appropriate team member to initiate and help resolve the issue or concern. For example, instructions needed on operating a temperature monitoring system would be handled remotely by our technical service team member. Our initial response goal is 24 hours with follow-up remote service to be conducted immediately. Requests that involve field service can typically be performed within two weeks, depending on complexity and customer urgency. In rare urgent cases, we have mobilized within 24 hours for field service. During the construction process, our Project Coordinator meets regularly with preconstruction and project management to ensure customer expectations are met. Post-construction, our team is available to assist with questions, possible upgrades and NFPA required inspections.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>Our Preconstruction Team's main objective is to increase sales and profits. The Sourcewell awarded contract has helped us achieve that goal, amounting to more than 47% of our contracts in 2024 alone. We have seen exponential growth in the past three years, increasing revenue by 25% year over year, and we expect to see an increase of 30% in 2025. As a U.S. based company, the majority of our projects are located within the United States. Our contractor licensing resume and ability to obtain additional local licenses and certifications allows us to work anywhere in the United States. We are the only full turn-key supplier in the industry setting us apart from our competition.</p> <p>We aim to identify existing Sourcewell clients early in our sales process. When customers are unfamiliar with Sourcewell, we educate them on the opportunity and, if needed, we connect them with our Sourcewell Representative. If awarded a new Sourcewell Contract, we will continue to share the procurement opportunity enthusiastically. The award provides a mutual benefit of growing our business and helping our customers realize their budgeting potential and maximize their training opportunities.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Prior to our Sourcewell/Canoe Awarded Contract, the majority of our Canadian projects were materials supply for installation by local professionals. We limit our current labor staff to work under licenses in the United States but our technicians are available to consult on Canadian installations either remotely or in-person at the customer's request. Although installation is done by the Canadian workforce, all WHP™ products are available for purchase through the procurement process and WHP™ services the customer from concept to completion and beyond.</p> <p>Since being awarded our Sourcewell/Canoe contract in 2022, we have attended the Sourcewell H20 conference annually. This has furthered our education and inside knowledge on Canadian projects and participating entities. The Canoe representatives have worked with WHP™ to fine-tune our approach and assertiveness with opportunities in Canada.</p> <p>Recently, we sold fire training towers to St. Catharines and Whitby, Ontario via our partnership with Canoe. Once these towers are installed, the surrounding jurisdictions will better understand the value of a Canoe membership. We continue to explore Canadian ribbon cuttings, trade shows and advertising opportunities. We display both Canoe and Sourcewell flags in our trade show booths and mention both opportunities on our website. The Preconstruction Team is ready to market the Canoe opportunity to more jurisdictions in Canada.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We are currently able to provide material products and service in all parts of the United States, U.S. Territories, and Canada. We offer consultation services in Canada for the installation portion of the project as mentioned above.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	A Canadian entity is unable to use WHP™ for labor and must employ the local workforce for this portion of the project. Canadian customers will receive discounts on materials and freight via Canoe but the labor portion will bid to tender. WHP™ will work with Canoe and any general contractor(s) to ensure proper installation and excellent customer service. This process is in use currently for St. Catharines and Whitby, Ontario. We plan to consult and travel at the customer's request, acting as a guide for the general contractor(s).	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific requirements or restrictions for WHP Trainingtowers™ providing products or services in Hawaii, Alaska or in U.S. Territories. However, certain regions might require a percentage of work be allocated to the local workforce. When this is the case, we work with the customer to provide the appropriate amount of field consulting to ensure proper installation of the product(s). Labor and freight rates may also differ in these regions.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	WHP Trainingtowers™ will extend terms to any and all nonprofit entities with an awarded Sourcewell Master Agreement to help procure our desired products and services.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>WHP Trainingtowers™ will partner with Sourcewell to ensure our existing and potential customers are made aware of our awarded contract through various marketing platforms and campaigns. We will implement communication by furthering our reach through our digital media platforms, e-mail blasts, newsletters, trade show promotions and more. Our website will play a key role in communications regarding our relationship with Sourcewell. This is further detailed below, but worth sharing, that we get over 8,500 monthly visitors to our website with average time on site at 2:19. This indicates we have quality visitors that are engaging with our site. As a reference for our content in the social space, we see engagement rates in the 20%-45% range. These are very strong and indicate that we are promoting great content, and that promoting Sourcewell as a part of that continues to add value to our visitors. We want every potential Sourcewell customer to know the value, benefit and ease to further their purchasing power. Our National Preconstruction Manager will continue to attend the Sourcewell H2O Conference to further strengthen our relationship with the Sourcewell team as well as our knowledge and continuing education of the awarded contract. Our 2026 Marketing brochure (attached) is being drafted to highlight our Sourcewell contract as a means for customers to satisfy the bid procurement process.</p> <p>Marketing Campaigns: WHP™ will release a co-branded press release within the first 30 days of our award. We will promote and connect this with a blog post on our website and boosted promotional posts on social media. We boost our social content across multiple social media platforms and have significant post impressions. Actual results will vary by platform but our boosting allows for greater visibility. Within the first 90 days, WHP™ will develop a brand video announcement where a member of our Executive Team announces our awarded contract and partnership. We will share this video on YouTube and our website. We will also have dedicated placement in our quarterly newsletter featuring a completed Sourcewell project and education on purchasing through Sourcewell.</p> <p>Marketing Tool Kit: We will create a marketing tool kit for promotion of our Sourcewell Awarded Contract. This marketing tool kit will comprise of the activities that we have discussed above and below. It will include exposure on our website, brochure and flyers, trade show events, PR and in our social and digital channels.</p> <p>CRM: WHP™ has invested in Customer Relationship Software (CRM) which allows us to maintain and manage new leads from trade shows, digital marketing leads and previous and current customers in a single data-base. We can access and organize all customer data and sort as needed including the ability to identify past and potential Sourcewell customers. Over the past 12 months, we have grown our CRM contact database by 15% and we will utilize contact lists for email blasts and newsletters to over 15,000 customers and growing from our database. There are over 29,000 fire departments in the United States and we continue these outreach efforts to expand the knowledge of our products and our partnership with Sourcewell. WHP™ will actively seek and share testimonials from customers who used the Sourcewell agreement successfully.</p> <p>Trade Shows and Ribbon Cuttings: WHP Trainingtowers™ plans to attend around 30 trade shows a year and to offer ribbon cutting ceremony support. Our Preconstruction Team Veterans understand the importance of our Sourcewell partnership and are educated on the Sourcewell purchasing process. When possible, we will request booth placement near Sourcewell's trade show booth to show the public our partnership and ease of purchase. We are printing new brochures that highlight Sourcewell throughout. Our standard trade show kits will include these brochures as well as Sourcewell flyers and flags that we proudly display in our booth. By attending ribbon cutting ceremonies, we will be exposed to more fire departments, cities and decision makers where we can further share the Sourcewell purchasing opportunity. We expect these ribbon cutting ceremonies to garner extensive local PR and exposure. These events are also growing in attendance and fanfare generating more media excitement.</p> <p>Professional Public Sector Organizations: WHP™ continues to invest in a digital platform that alerts us to new leads from the public sector, where we have more opportunity to offer the Sourcewell advantage.</p>

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>WHP Trainingtowers™ uses multiple forms of digital marketing to attract, engage and convert our target audience to workable leads. Social media platforms like LinkedIn, Facebook, Instagram, YouTube and our website enhance marketing effectiveness. Our follower count includes social channels of approximately 10,000 followers and growing. We review analytics monthly to ensure our digital platforms are being maximized to their full potential and we continuously evaluate and update our website content.</p> <p>Our website features a dedicated landing page for Sourcewell. By promoting Sourcewell on our "How to Buy" page (https://trainingtowers.com/how-to-buy/) and featuring a user-friendly landing page (https://trainingtowers.com/how-to-buy/sourcewell/), we educate our customers on who Sourcewell is, how Sourcewell can benefit and add value to their agency and the simplicity of purchasing through Sourcewell. Utilizing metadata text, featuring Sourcewell project photos and video and "The Sourcewell Advantage" allow a well-rounded user experience. Our blog further educates customers about our awarded contract and products and we plan to maximize AI-driven marketing in the near future. Our blogs are becoming an even more powerful and important part of our marketing communication and allow us to reach a significant number of our website visitors.</p> <p>We also achieve marketing effectiveness by using SEO/GEO, social media campaigns, pay-per-click advertising and dynamic brand video content. We have seen an increase in our website online form submission by 16.99% YTD which means potential consumers are excited about our content. Our CRM software is effective for email and newsletter campaigns. We have partnered with a digital platform to generate leads from the public sector which we leverage to find possible Sourcewell candidates. And we continue to partner with industry leading advertisers to display web banners linking back to our website, promote digital ad boosts and in-print publications targeting decision makers in the fire industry.</p>
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>WHP Trainingtowers™ has seen growth and success with our current Sourcewell Awarded Contract and we are proud to offer it to customers. We enjoy working with Sourcewell's team and believe the partnership furthers our value to the fire industry. We see Sourcewell's role as one of support and guidance for agreements arising out of the RFP.</p> <p>Our Preconstruction and Project Management Teams are well educated on the Sourcewell purchasing process and comfortable promoting and implementing it. Our marketing department is well versed and ready for the challenge to further and better promote our awarded contract in the future. WHP Trainingtowers™ internal core values include safety, integrity, reliability, teamwork and quality. We feel that our internal core values, along with our external message of expertise, innovation and quality align perfectly with Sourcewell's message and we are proud to offer the safest and longest lasting fire training towers on the market. We believe it is critical to further our work with Sourcewell, in part, because the contract allows us to reach customers who might otherwise struggle to gain financing to build their legacy training facility.</p> <p>Our Preconstruction (Sales) Team integrates the Sourcewell agreement into our message by promoting the program through our website's dedicated Sourcewell landing page, brochures, flyers and Sourcewell's own website. When new leads are discovered, we utilize Sourcewell's tools to determine if they currently participate with Sourcewell, and if not, we educate them about the benefits of the cooperative procurement process that Sourcewell provides. If they participate with Sourcewell, but their utilization is low, we work to educate each customer in order to maximize the impact of the Sourcewell program on their community. When discussing options with our customers, we recommend direct lines of communication between our customer and a Sourcewell representative in order to facilitate a government-to-government conversation.</p>
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>WHP Trainingtowers™ products are not available through e-procurement platforms as each building is designed for its site-specific loads and building codes. We offer "build-a-tower" software on our website (https://trainingtowers.com/fixed-tower/build-a-tower/ and https://trainingtowers.com/modular-towers/build-a-modx/) which enables customers to begin the design process and request a quote specific to their local requirements which are too intricate to secure from a website alone. From there, we offer turn-key service from concept to completion and beyond to ensure their current needs are met as well as making sure we continue to be a resource for them in the future as their needs change or their leadership transitions to the next generation.</p>

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

Line Item	Question	Response *
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41	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.	We list a two-day Live Fire Fixed Facility Training Course conducted at the customer's training facility for up to 12 trainees by a certified ISFSI Live Fire Instructor. The course complies with NFPA 1403 standards. In addition, the course will be customized to meet the specific requirements of the fire department. This content as well as current principles and practices associated with live burn training will be facilitated by a WHP Trainingtowers™ Training Consultant. This course delivery will consist of the purposes and processes necessary to comply with NFPA 1403 standards to ensuring that live fire training evolutions are conducted in safe facilities with minimal exposure to health and safety hazards for firefighters. This includes both curriculum-based learning as well as hands-on practical training in the fire department's own fixed facility structure. This course will include a minimum of 4-hours that will consist of an active overview including the completion of live burn training evolutions and burn procedures with the instructor in order to review practical live fire training applications specific to the customer. The textbook associated with this course is Live Fire Training: Principles and Practice. 1st Edition. ISBN-13: 9781284041231. WHP Trainingtowers™ will not supply the textbooks as they are not required for course completion. Upon successful completion of this course, trainers will receive a certification of course completion from WHP Trainingtowers™ stating successful completion of the requirements as stated within NFPA 1403 standards. This is an optional program and costs \$7,600 per session and is detailed in our pricing attachment.	*
42	Describe any technological advances that your proposed Solutions offer.	<p>Specific to our burn rooms, we offer patented Padgenite™ Interlock thermal lining system. This thermal lining system is further described in the attached marketing material, however the highlights of this product include reduced maintenance, highest surface durability on the market and the best overall thermal resistance as compared to the durability.</p> <p>We also offer our patented MODx Modular™ fire training structures. These structures offer a modular construction solution without the need for structural walls. This allows the walls, windows and doors to be interchangeable unlike other building systems requiring fixed structural walls and stationary doors and windows.</p> <p>With our burn rooms we include a battery operated WIFI enabled temperature monitoring system. This system allows for viewing and operation from up to 5 handheld devices through the available app.</p>	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	As our training structures are primarily manufactured from steel, we follow initiatives to utilized recycled content in our raw steel products. Our initiative is relevant to the "Leaders in Energy and Environment Design" LEED rating system.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Our Alarm Series™ structural materials are manufactured in accordance with ISO 9001 quality standards.</p> <p>Our Padgenite™ Interlock thermal material is manufactured in accordance with ISO 9001 quality standards.</p>	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We are the only provider in the industry offering the patented MODx™, patented Padgenite™ Interlock, and exclusive Alarm Series™ products. The MODx Modular™ system is the only purpose-built structural steel modular system available to the fire training industry. The Padgenite Interlock™ thermal lining system is the only calcium-silicate based product designed specifically for the thermal protection of fire training structures. The Alarm Series™ training towers are the original steel fire training tower designed specifically for the fire training industry in 1980. We also offer freight and labor for installation, making this a true turn-key solution unique to others in the industry. Because these products are so unique, having our company as the manufacturer providing the installation, makes this a true turn-key benefit for the customer. The customer knows they have one point of contact throughout the process and beyond.	*
46	Explain your licensing process and service agreements with end users.	As a turn-key designer/manufacturer/installer we do not have specific licensing requirements for our end users. Each end user receives a full operation & maintenance manual at the completion of the installation of their product. Within that manual, we include general operation guidelines & procedures, as well as technical information on any third-party components. We also include SDS sheets to identify any possible hazards, as well as full warranty information. Service contracts are developed around a specific scope of work for each end user's facility and include all labor, freight and material as identified to complete the service call. Service contracts are executed with each end user to outline the terms & conditions and scope of work involved for their unique service requirements.	*

47	Describe your offering's compliance to applicable national standards such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI), Canadian Safety Association (CSA), and Technical Standards and Safety Association (TSSA)	We design, manufacture and install our products in strict conformance with "NFPA 1402 - Standard on Facilities for Fire Training and Associated Props". NFPA 1402 is the governing standard over the products we supply and our products are utilized by the end users adhering to "NFPA 1403 - Standard on Live Fire Training Evolutions". Our O&M manual references both documents and assists the end user in maintaining compliance with both standards. We also adhere to OSHA standards both on our manufacturing floor as well as our installations at the end users location. NFPA 1402 does reference other standards including the building code (generally recognized as the IBC in the USA) as well as ANSI, ASCE, ICC, UL, and other NFPA standards which we also adhere to through reference within the NFPA 1402 standard.	*
48	Explain and provide information about any design services you offer.	<p>Design is a service included with every installed product we provide. For years, WHP™ has been at the forefront of customer-focused fire training towers, offering a full turn-key approach to department's fire training needs. By utilizing this full-circle approach of preconstruction, construction and post-construction support, we are able to meet each individual end user's needs by taking our knowledge from past projects and applying that to the next generation of fire training tower design. Over time, we have built a wealth of knowledge from industry experts and from experience in what department's need and want for their community. Combining our industry knowledge and our experience in delivering complex training towers, WHP™ is well placed to help customers quickly see a return on their investments. We understand that a successful implementation is more than just delivering a building which is why we also work with our clients to provide post-sale support and deliver a training program to enable their department.</p> <p>By choosing this approach, departments will directly benefit from our expertise and knowledge of the industry. While the fire industry faces different challenges within their community, we know our clients have individual needs and priorities. Our preconstruction team is flexible and adaptable to easily configure a custom training tower that will fit and help any department's needs and wants.</p> <p>Our Preconstruction Representatives will work with the departments to identify which capabilities are required and deliver those priorities accordingly. Using our in-house design, production and manufacturing team, allows us to accelerate this process and help departments move quickly into building their fire training tower.</p>	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	Certifications are included as attachments.
50		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
51		Women Business Enterprise (WBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Certification is included as an attachment.
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
55		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Certified by the SBA as a WOSB.
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
57		Women-Owned Small Business (WOSB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Certification is included as an attachment.

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
58	Describe your payment terms and accepted payment methods.	In general, our payment terms are as follows but can be negotiable depending on customer's requirements: For materials, a deposit of 25% on the building package is due on receipt of order (signing of contract). Balance of payment on materials due on delivery to site. No retention on materials. Labor will be billed monthly. Invoices not in dispute over 30 days will be assessed 1 1/2 % per month on balances in excess of 30 days. We accept payments by check or ACH for all invoices and by credit card for invoices under \$10,000.
59	Describe any leasing or financing options available for use by educational or governmental entities.	We work with lease/finance companies to provide financing options. These options can be quotes as an open market line-item cost. Through our respective contracts, WHP Trainingtowers™ and NCL Government Capital have been aligned to bring the power of Sourcwell cooperative purchasing to the public safety sector.
60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Once a contract is awarded, we will adhere to the terms and conditions set forth in the Sourcwell Contract. Individual transactions with participating entities can either be contracted with their PO or we can issue a written construction contract, a sample of which has been provided in the attachment section.

61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	We accept p-cards as payment for invoices under \$10,000. There is no additional cost to Sourcwell participating entities for utilizing this payment method.	*
62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We have included an overview document including our pricing schedule. In general, we offer a 10% discount on our list pricing for our materials items and a 5% discount for our service related items. Pricing materials have been included as an attachment.	*
63	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We offer discounts from list pricing in the 5%-10% range off MSRP.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	We do not include any volume discounts or rebates at this time.	*
65	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	We want each customer to have the ability to add scopes of work outside of our materials, freight and labor scopes of work in order to facilitate a single source contract including additional scopes of work to meet each customers' specific needs. Part of that effort, at the request of the customer, requires us to subcontract with local/specialty contractors to meet the single contract request. We propose to include local/specialty subcontract pricing at MSRP cost.	*
66	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Our pricing includes all materials, freight and labor line items necessary for the successful completion of the project. We offer a foundation design option for the customer to utilize with their local forces to install a foundation prior to our installation. We also recommend concrete fill on metal floor decks in our Alarm Series™ for a complete installation. Some other items which we exclude, however, may not be necessary for a complete installation include freight beyond 750 mile radius of Grandview, MO, prevailing wages, taxes, tariff impact fees, bonds, and permits.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	We offer a freight line item for each one of our materials packages within a 750 mile radius of Grandview, MO which covers the majority of the continental United States. We will include an open market line item for any freight beyond this radius.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Containerization is required for most shipments to Alaska, Hawaii or other off-shore locations. We containerize at our facility and deliver the containers to the port at which our base freight line item would be invoiced. We then would issue an open market line item for the additional ocean freight costs associated with providing our materials package to an off-shore location. Most Canadian locations can still be reached by over-the-road trailer and our open market freight line item beyond our 750 mile radius would take effect.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	In order to provide the complete turn-key solution that Sourcwell participating entities are looking for, we are offering line items for materials, freight and labor. Not all Sourcwell customers will want a complete turn-key solution, and by itemizing our costs into these three line items, they can choose anywhere from materials only to a full turn-key installation. With our great history in providing turn-key solutions across the US and our 18 contractor licenses and counting, we know that our packages offer a unique opportunity for Sourcwell participating entities to obtain a fully designed, manufactured and installed fire training structure. Our burn room options are designed as Class A burn rooms, meaning customers can burn combustible materials such as wood and straw but they also have the option to purchase a Class B (propane or NG fired) prop from a gas-fired prop company for installation within our burn room system. Our framework allows the customer a multitude of options during the installation and post installation.	*

70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>Our quote/proposal configuring software automatically generates both the MSRP and Sourcewell price when drafting a quotation. When our salespeople generate a Sourcewell quote or estimate, they will denote on the quote or estimate that it is Sourcewell pricing. Upon receiving a signed quote or purchase order based on the quote, the salesperson then hands the approved quote or purchase order over to project management who generates a project number or sales order number.</p> <p>On Sourcewell projects and Sourcewell sales the order is denoted for a project as Location Year-W-Project Number SOURCE</p> <p>Example: Kansas City, KS 25-W- 1000 SOURCE</p> <p>For a sales order it is denoted as Location S- Sales Order Number Sourcewell</p> <p>Example: Kansas City, KS S- 20526 SOURCE</p> <p>They are coded with the Modifier "SOURCE" behind their project number or sales number and will be reviewed quarterly by job type.</p>	*
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	We use various metrics to track our success with the contract. Fiscally, we use a percentage of sales of Sourcewell sales against our percentage of overall sales in order to track our immediate success. In addition, we track our success rate by looking at data analytics associated with all of our marketing and social media engagement targeted specifically to Sourcewell buyers. Also, with our previous Sourcewell contract, we track year-over-year sales with each Sourcewell contract.	*
72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	We propose a fee of 1.25% of our sales under the contract.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	We offer materials packages through other purchasing organizations, however, Sourcewell's platform is unique with a focus on providing turn-key solutions. We understand the opportunity for participating entities to streamline their project with this purchasing platform and we have structured our pricing to be unique to meet Sourcewell's turn-key request. We have structured our pricing to best meet the needs of those participating entities looking for a true turn-key solution through a Sourcewell contract.

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

Line Item	Question	Response *
74	Provide a detailed description of all the Solutions offered, offered in the proposal.	Alarm Series™ Training Towers Standard towers

Our standard towers were created as part of our benchmark offerings and developed as a fast-track delivery system for buildings that incorporate and exceed current and proposed NFPA 1402 standards of training excellence in live fire training facilities. Based on years of assessment, we have incorporated the tactics of the most commonly encountered modern fire scenarios and integrated them into the training evolutions available on our standard building design packages.

Standard tower designs offer:

- Rugged dual frame, fully galvanized fire training facility with a quicker turn-around and faster delivery time.
- An assortment of choices in the most popular color combinations.
- Turn-key supplier/contractor from conception to installation. In addition, each building will be supplied with a complete set of detailed specifications and drawings that can be used by any architect, contractor or qualified steel building erector to install the building.
- Standard buildings can be customized and added on to with options and designs after the initial purchase and installation, so your building can grow with the community you serve.

Custom towers:

From conception to completion, WHP™ consultants work directly with your department to assess and integrate the specific needs of your organization/community. Each live fire training tower will be designed and built to your exact specifications to address your specific required training evolutions.

- Live fire training facility is fully customizable up to 7 stories.
- Offers a variety of custom colors and façades including stone, brick and concrete designs.
- Can be engineered to meet specifications including seismic and wind load requirements in all 50 states.
- Custom designed layout specific to your organization's training requirements.
- Fully modifiable to incorporate every training prop and option WHP™ has to offer.
- WHP™ has a full design and fabrication team to create and incorporate training scenarios and props at your request.
- Custom buildings can be added on to later to grow with the community you serve.

MODx Modular™ Training Structure Solution

The MODx Modular™ training system is a patented modular structural system designed to exceed the requirements set forth in NFPA 1402 with integrated enhancements specifically for the fire service including:

- Uniquely engineered and DESIGNED FOR THE FIRE SERVICE.
- Unlike fire training containers, the integrity of the unit relies on the FULLY GALVANIZED STRUCTURAL STEEL FRAME that allows for open floor plans without any interior structural walls.
- The walls are independent of the unit which allows all walls, doors, and windows to be easily moved, removed or reconfigured allowing for a wider variety of training exercises within the system.
- MODx™ can be easily expanded in the future and has a life expectancy that outlasts any other comparable product on the market today.
- Can be engineered to meet specifications including seismic and wind load requirements in all 50 states.
- It offers departments a grant eligible, affordable training solution while still providing the quality they have grown to expect from WHP Trainingtowers™.

Padgenite™ Interlock Thermal Lining System

With over 45 years of history, Padgenite™ Calcium Silicate based thermal lining systems have evolved to meet the demands of modern firefighting. As the demands of live fire training grow, WHP Trainingtowers™ continues to provide the products necessary to maintain a safe and realistic training environment. Material technology is improving and calcium silicate continues to be the optimum blend of durability and heat resistance. WHP Trainingtowers™ has taken the next step in the evolution of Padgenite™ with the introduction of our Padgenite™ Interlock thermal lining system. Padgenite™ Interlock is a patented product with features including:

- Continuous service temperature of 1,700°F - Overdesigned continuous temperature provides a high safety factor for firefighter training environments.
- Thermal Transfer - Maintain compliance with NFPA 1402 protecting all structural surfaces from 350°F with a flexible air gap behind the system.
- Impact Resistance - The compressive strength combined with a tight 15" framing span means Padgenite™ Interlock has the highest impact resistance on the market.
- Durability - With the highest surface hardness on the market Padgenite Interlock™

boasts the best long-term resistance to wear, abrasion, and hose streams.

Additional Services

Instructional Programs

We list a two-day Live Fire Fixed Facility Training Course conducted at the customer's training facility for up to 12 trainees. The course complies with NFPA 1403 standards. In addition, the course will be customized to meet the specific requirements of the fire department. This content as well as current principles and practices associated with live burn training will be facilitated by a WHP Trainingtowers™ Training Consultant. This course delivery consists of the purposes and processes necessary to comply with NFPA 1403 standards to ensure that live fire training evolutions are conducted in safe facilities with minimal exposure to health and safety hazards for firefighters. This includes both curriculum-based learning as well as hands-on practical training in the fire department's own fixed facility structure. This course will include a minimum of 4-hours consisting of an active overview, including the completion of live burn training evolutions and burn procedures with the instructor to review practical live fire training applications specific to the customer. The textbook associated with this course is Live Fire Training: Principles and Practice, 1st Edition. ISBN-13: 9781284041231. WHP Trainingtowers™ will not supply the textbooks as they are not required for course completion. Upon successful completion of this course, trainers will receive a certification of course completion from WHP Trainingtowers™ stating successful completion of the requirements as stated within NFPA 1403 standards.

Service and Support Programs

5-Year Inspection and Report per NFPA 1403

Inspection Services:

- Visually inspect all hardware, hinges, spring closers and barrel bolts.
- Visually inspect all doors and windows for proper adjustment and condition.
- Inspect all stairs, railings, hatches, ladders and components such as risers, sprinklers and piping.
- Perform a visual inspection of all wall panels, roof panels and structural components.
- Visually inspect all caulked joints and ensure no fasteners are missing. Spot check for proper tightness.
- Conduct a visual inspection for proper insulating panel placement and cracked or damaged panels.
- Perform random inspection of insulating panel fasteners for proper adjustment. (Panels are only removed if there are any structural indications for the need of inspection behind the panel.)
- Onsite debriefing with local fire officials.
- Air travel, hotel, rental car and related expenses.

Annual Inspection and Maintenance

Annual Inspection Services:

- Visually inspect all hardware, hinges, spring closers and barrel bolts.
- Visually inspect all doors and windows for proper adjustment and condition.
- Inspect all stairs, railings, hatches, ladders and components.
- Perform a visual inspection of all wall panels, roof panels and structural components.
- Visually inspect all caulked joints and ensure no fasteners are missing. Spot check for proper tightness.
- Conduct a visual inspection for proper insulating panel placement and cracked or damaged panels.
- Perform random inspection of insulating panel fasteners for proper adjustment.
- Provide a written, photographic report with the results of the inspection.

Maintenance Services:

- Check and adjust all Class A lining fasteners.
- Kit of ten (10) Padgenite™ Interlock Tiles for replacements as necessary (remaining material will be left for owner stock).
- Address minor corrosion by sanding and applying a rust-inhibiting primer or cold-galvanizing solution.
- Clear leaves, dirt, paper, etc., which may collect on roofs and in drains (does not include combustible material clean-up).
- Check and lubricate hardware, hinges, spring closers and barrel bolt fastening devices.
- Adjust stairs, railings, hatches and components such as confined space hatches, etc. Check for tightness and lubricate as needed.
- Address any thermal lining concerns with fastener adjustment, high-temperature caulk, or other methods to ensure proper thermal envelope at each burn room.
- Check/adjust any thermocouples and associated hardware to ensure proper operation.

		<p>Foundation Design:</p> <p>Provide a wet stamped conventional foundation design for the steel training structure based on a minimum soil bearing capacity of 1,500 psf. Based on site specific requirements in all 50 states.</p>
75	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>As sub-categories to our fixed and modular training facilities/structures, we offer the following:</p> <ul style="list-style-type: none"> ▪ Freight ▪ Labor to install ▪ Foundation Design ▪ Training ▪ Service/Maintenance ▪ Inspections
76	<p>Describe your products/services interoperability and integration with other public safety equipment, software and systems, if applicable.</p>	<p>WHP Trainingtowers™ provides structures and thermal protection which are the foundation to safe and effective firefighter training adhering to NFPA 1403 & 1403. Within these structures firefighters have the opportunity to satisfy their training requirements including:</p> <ol style="list-style-type: none"> i. Safety Instruction ii. Safety in the Training System iii. Fire Behavior iv. Fire Suppression v. Building Construction Familiarity vi. Firefighter Tool Familiarity vii. Rope Work viii. Ladder Work ix. Forcible Entry x. Search And Rescue xi. Ventilation xii. Hose Work xiii. Salvage and Overhaul xiv. Special Rescue xv. Identify Hazards xvi. Fire Suppression Systems Familiarity <p>The flexibility of the Alarm Series™ towers, MODx Modular™ structures, and Padgenite™ Interlock thermal lining system provide the framework for interoperability and integration with many other training props and accessories. Part of our preconstruction process is to identify these needs and develop a plan for integration to satisfy all the end user's training requirements. Fire training needs and techniques vary from region to region, and limiting the design and adaptability of our systems would limit the ultimate training capacity of a firefighter recruit. The flexibility we design into each of our systems allows end users to add locally preferred features such as gas-fired props, forcible entry devices, search and rescue systems, etc. WHP™ does offer many of these options as open market items to provide our customers with a true turn-key solution, however the integration of alternate props and accessories can be easily performed separate from our contract or as a future addition.</p>

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments
77	Facilities, structures (fixed or mobile)	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer both fixed and modular fire training facilities/structures and well as burn rooms and roof props all as Sourcewell contract line items. We can provide additional customization through our open market platform. *
78	Equipment, props, supplies, rentals, and consumables	<input checked="" type="radio"/> Yes <input type="radio"/> No	Within our product offerings, standard equipment/props are included. Additional equipment/props can be added through our open market platform. *
79	Augmented or virtual reality, interactive, and digital simulation technology and related software, hardware, and equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do not offer augmented or virtual reality at this time. *
80	Instructional, educational, training programs, incident-based training, and learning management systems with directly related materials and supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer a training program adhering to NFPA 1403 as defined in our attached proposal. *
81	Services, equipment, and software directly related to the offering of the solutions described in #76 - 79 above, including design, installation, maintenance, repair, training, integration, support, and customization	<input checked="" type="radio"/> Yes <input type="radio"/> No	Design, Installation, Maintenance, Repair, and Training are all provided as line items in our pricing structure. We can also assist with integration of props or components from other vendors as well as customization through our open market platform. *

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

Line Item 82. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- [Pricing](#) - WHP RFP response 10-23-25.pdf - Thursday October 23, 2025 14:30:31
- [Financial Strength and Stability](#) - Financial Strength.zip - Thursday October 23, 2025 07:07:06
- [Marketing Plan/Samples](#) - Marketing Plan.zip - Thursday October 23, 2025 07:07:18
- [WMBE/MBE/SBE or Related Certificates](#) - WBE WOSB Certificates.zip - Thursday October 23, 2025 07:07:27
- [Standard Transaction Document Samples](#) - Training Towers - Sample Contract.pdf - Thursday October 23, 2025 07:07:39
- Requested Exceptions (optional)
- Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Joseph Kirchner, COO, Jahnke and Sons Construction, Inc. dba WHP Trainingtowers

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Public_Safety_Training_RFP_102325 Thu October 16 2025 04:26 PM	<input checked="" type="checkbox"/>	5
Addendum_3_Public_Safety_Training_RFP_102325 Fri October 10 2025 03:34 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Public_Safety_Training_RFP_102325 Mon September 15 2025 04:09 PM	<input checked="" type="checkbox"/>	4
Addendum_1_Public_Safety_Training_RFP_102325 Mon September 8 2025 04:03 PM	<input checked="" type="checkbox"/>	2