



MASTER AGREEMENT #091024
CATEGORY: Utility, Transport, Golf, and Recreation Vehicles with Related
Accessories, Equipment and Services
SUPPLIER: Westward Industries Ltd.

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 Westward Industries Ltd., 75 Archibald St., Winnipeg, Manitoba Canada R2J 0V7 (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 November 13,2028, unless it is cancelled or extended as defined in this Agreement.
 - a) **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.
 - b) **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# 091024 to Participating Entities. In Scope solutions include:
 - a) Utility vehicles, task vehicles, cargo quad cycles, cargo tri cycles , golf carts, low-speed vehicles (LSV);
 - b) Parking enforcement, patrol and EMS solutions;
 - c) Passenger shuttles, burden carriers, tow tractors, baggage trucks;
 - d) Side-by-sides, all-terrain vehicles (ATV), snowmobiles, motorcycles, personal watercraft, amphibious vehicles, autonomous vehicles;
 - e) Food and beverage solutions, athletic and campus-use vehicles.
- 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 form 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:

- i) **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.
- ii) **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.
- iii) **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.
- i) **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.

ii) **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.

iii) **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.

iv) **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 Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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.

vi) **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.

vii) **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).

viii) **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.

ix) **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.

x) **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.

- xi) **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.
- xii) **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.
- xiii) **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.
- xiv) **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.
- xv) **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.
- xvi) **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.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, 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, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **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.

xix) **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.

xx) **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.

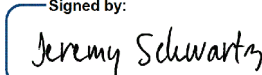
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating 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

Westward Industries, Ltd.

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 11/13/2024 | 6:59 PM CST

DocuSigned by:

 0C64C240A2C84B1...
 By: _____
 Chris Franz
 Title: Vice President and Co-Owner
 Date: 11/13/2024 | 3:40 PM PST

RFP 091024 - Utility, Transport, Golf, and Recreation Vehicles

Vendor Details

Company Name: Westward Industries Ltd
75 archibald st
Address: Winnipeg, Manitoba r2j0v7
Contact: christian franz
Email: chris@wwi-go4.com
Phone: 204-982-6364
Fax: 204-231-2607
HST#: 840893119RT0001

Submission Details

Created On: Tuesday July 23, 2024 08:26:25
Submitted On: Monday September 09, 2024 08:54:09
Submitted By: christian franz
Email: chris@wwi-go4.com
Transaction #: fb8d4f01-fd62-4708-b9ba-b92fe1596fab
Submitter's IP Address: 72.136.101.224

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.	Westward Industries Ltd.
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).	DBA Westward Vehicles
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Not currently registered with SAM as we do not sell direct. Will apply promptly as needed based on any customer demand.
5	Provide your NAICS code applicable to Solutions proposed.	3361
6	Proposer Physical Address:	75 Archibald Street, Winnipeg, Manitoba, R2J0V7
7	Proposer website address (or addresses):	www.westwardindustries.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):	Chris Franz, 75 Archibald St, chris@westwardindustries.com, Vice President and co-owner, 204-594-4100 or 204-982-6364
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Chris Franz, 75 Archibald St, chris@westwardindustries.com, Vice President and co-owner, 204-594-4100 or 204-982-6364
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Fab Franz, 75 Archibald St, fab@westwardindustries.com, Treasurer and co-owner, 204-594-4100

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Westward Industries began in the early 1990's when the founder developed a compact, rugged, one-person patrol vehicle that became the staple of the New York Police Department's fleet of vehicles and many other well known cities across the United States. In 2012 the Franz brothers, acquired Westward Industries with a renewed spirit and energy propelling the company forward. Building upon their family's history of engineering, vehicle servicing, and entrepreneurship; the Franz brothers were well-suited to increase the company's production efficiencies and expand into the emerging electric-powered vehicle market. Westward Industries is well positioned to see significant growth over the next 5 years by providing fleets with a sustainable and dependable alternative to fuel burning vehicles all while delivering a driving experience like no other using our market leading electric drivetrain, high quality components, long-lasting Lithium-Ion batteries, and commercial grade steel chassis. Supporting our vehicles, customers, and dealer network is key to Westward's core values. Some Westward customers are operating Westward vehicles over 20 years old, speaking to Westward's long-lasting build quality.</p> <p>Westward's new MAX-EV line has been well researched, designed, and deployed as a leading green alternative to the gas and diesel driven LSV (low-speed vehicle) and now ORV (off-road vehicle) market. The LSV market has been primarily made of upgraded golf carts. Westward positioned the MAX to be a robust option for municipal and university needs. Upon success of the MAX-EV LSV 2 passenger, Westward has quickly rolled out a 4 passenger, dual motor 4wd, and the new ORV (off-road vehicle) model with wide traction tires. Westward has already proven itself to be a leading long term supplier to members of larger and smaller scale seeking quality robust utility vehicles. Westward has proudly and successfully managed and promoted 4 years as a Sourcwell awarded vendor. Westward seeks to further solidify its longevity by quickly developing more vehicle platforms catering to different market needs. Soon to launch: a new robust drivetrain with costing efficiencies, new extended range batteries, standard battery heating options, a MAX-MINI and larger MAX passenger shuttle. Long term, exciting new developments have already begun with testing a future hybrid drivetrain, as well as a collaborate pilot test of an autonomous driving MAX vehicle. Westward is financially solid and well positioned for growth.</p> <p>Westward's vision is to be a reliable partner our customers can count on to get their job done by consistently delivering a robust utility vehicle that exceeds expectations.</p> <p>Westward's core values are: * Continue improving product offerings to match customer needs, prioritize the "Voice of the Customer" * Deliver a safe and reliable product focusing on quality control, fit and finish * Support the Westward team at every stage, inclusive of our dealer network and delivery to customer</p>
12	What are your company's expectations in the event of an award?	<p>In the event of an awarded contract, Westward will continue to be a committed and reliable partner to Sourcwell members, one they can count on to consistently deliver a robust utility vehicle that exceeds their expectations. Westward will work closely with Sourcwell members, listen to their needs and assist them with selecting the Westward vehicle that delivers them a tailored solution. Westward's dedication to its dealer network with over 400 locations will ensure all Sourcwell members will receive the highest level of service and customer care.</p> <p>Westward will continue to promote our partnership with Sourcwell on our website, marketing material, social media and at trade shows. Westward's continued partnership with Sourcwell will be integral to Westward achieving its growth targets.</p>
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.	<p>Westward is a private company with conservative midwest values and remains consistently profitable. Westward is not over leveraged, primarily uses its own equity, and a line of credit from BMO. See attached letter of good standing, certificate of status, as well as recent income and balance statements. Westward chooses to contract MNP, a leading national accounting firm as Westward's accounting partner. MNP's rigorous process with their annual review engagement, inclusive of quarterly meeting reviews, ensures that management is on top of all financial activities. The advantage of remaining a private company is the extreme focus allocated towards product development and customer support, Westward activities are not influenced by many shareholders' personal interests.</p>

14	What is your US market share for the solutions that you are proposing?	<p>Westward offers two distinct products with multiple variations among both to address a number of tasks.</p> <p>Westward's longest running model the GO-4, offers a market leading compact solution delivering a tight turning radius, easy curb access for both sides providing safety in navigating congested urban areas. The GO-4 model from Westward offers a specialized parking enforcement vehicle and is a key vendor in this specialized market with nearly 100% of the market share in this category.</p> <p>Westward's newest model the MAX-EV LSV (low-speed vehicle) is a powerful 4-wheel electric utility vehicle that can be customized to suit almost any task. Westward's goal is to grow awareness of this product and in turn grow market share with the MAX-EV. Many municipal fleet managers have suggested or recognized the unit as the best product in its class (see attached testimonials), created to last and support operational needs. Multi-passenger models are now being offered. The MAX-ORV (off-road vehicle) version is Westward's entry into the off-road utility vehicle market. Westward seeks to further promote this model to Sourcewell members, and capture further market share with an excellent premium product at competitive price points. Westward now has the right, expansive, product mix to grow its market share.</p> <p>Westward US Market share estimate is as follows;</p> <p>GO-4 Parking Enforcement Vehicle- 99% MAX-EV LSV Fleet Electric Utility Vehicle - 10-12% and growing MAX-ORV ORV 4wd Fleet Electric Utility Vehicle - New to market MAX Passenger shuttle and EMS - New to market</p>
15	What is your Canadian market share for the solutions that you are proposing?	<p>Westward offers two distinct products with multiple variations among both to address a number of tasks.</p> <p>Due to federal road classifications, the GO-4 is better suited for the US on-road classification. The MAX line has a Transport Canada mark approval for the Canadian market and may be sold and operated as an LSV (Low-Speed Vehicle) or an ORV (Off-Road Vehicle), note each Province may have various requirements. The MAX has begun selling very well in Canada, notably in the Province of Quebec where customers along with the support of government, have demonstrated a strong desire to embrace green technology. The MAX is approved as an SAAQ approved LSV in Quebec, passing rigid on-road requirements. The MAX product has already found a home with well known names such as Alcoa, Parks Canada, City of Montreal, University of Montreal, and more.</p> <p>Westward Canadian Market share is as follows;</p> <p>MAX-EV LSV or ORV Fleet Utility Vehicle Canada- 5-6% and growing MAX-EV LSV Fleet Utility Vehicle Quebec- 60% and growing</p>
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.	<p>Westward does not have any current and or completed bankruptcy proceedings in the past seven years. The current company is profitable and on solid financial footing per attached good standing letters and recent financial statements.</p> <p>The current owners of Westward Industries purchased the assets out of bankruptcy in early 2012. Since acquiring the company, the new ownership has been focused on and succeeding at creating solid fundamentals and growing a profitable business. Under the new management Westward has never petitioned for bankruptcy protection. Westward pays all invoices on time.</p>

<p>17</p>	<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>Westward is best described as a manufacturer. Westward has internal sales and marketing employees that work directly with Westward's individually owned and operated dealer network. Westward dedicates 4 sales employees (at times these have been independent contractors) to work closely with Westward dealers and customers. The regions are divided per: Eastern US, entire Mid West (with some Southern States) , West Coast, and Canada. They all report to Chris Franz, VP of Sales. Westward employs one marketing expert in house to work with email campaigns, outreach via phone or email, dealer outreach, lead distribution and more. Westward currently uses an SEO firm for monitoring and improving Google rankings, Pay per click, and Social.</p> <p>Westward is capable of serving all of the continental USA, Alaska, Hawaii, and most of Canada for Parts, Service, and Warranty. Westward is partnered with over 25 primary US dealers that together contain over 400 branch locations for sales and service.</p> <p>The Westward sales team works closely with dealers and their reps, always engaging and educating with product knowledge. The sales team often visits and spends several day's on the road with dealer representatives in their designated territories. Getting in front of customers together is a win-win situation where all parties benefit. The team also helps product education via any newsletters and weekly emails, conducts calls with our dealer network partners, as well as cultivating a close relationship with all quotation writers at our dealers. Westward is dedicated to providing its dealer network with up to date information and training so together we can best serve our customer base.</p> <p>Westward's service force contains 4 engineers and 2 technical leads. The experience and focus of these employees vary in scope, and are tailored towards needs to support our product. They touch upon but not limited to: electrical systems design, diagnostics, CANBUS systems, software coding, strong knowledge of ICE (fuel) drivetrains, emissions systems, and more. These members all answer to Stefano Franz and work closely to train and help the dealer network, as well as provide ongoing customer support to any diagnostics needed. Westward's service team has the ability to help with supporting any troubleshooting needed via remote Wifi networks. The Westward team helps diagnose issues regardless of the vehicle's location, as long as data or Wifi access is available, our engineers help get the vehicle back in operation as quickly as possible. Westward tracks all on-going activities in our internal ERP program. Westward hosts dealer technical leads on a monthly basis at the factory, showcasing new products, further educating servicing of these products, and discussing any current technical concerns. Westward employs one full time parts manager and two shippers that help with parts order shipping.</p>
<p>18</p>	<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>As an on-road motor vehicle manufacturer Westward must ensure on-road vehicles conform with Federal Motor Vehicle Safety Standards.</p> <p>Westward is listed with the National Highway Traffic Safety Admin, NHTSA. Any on-road vehicles must meet national standards and have proper vehicle identification numbers, VIN decals.</p> <p>Westward has a CARB certification and our GO-4 gas vehicle performs CARB testing at the beginning of every engine generation, see attached.</p> <p>Westward maintains EPA certificates, see attached.</p> <p>The MAX-EV LSV 4 wheeler is approved by Transport Canada and they have granted a mark for Westward.</p> <p>The MAX-EV LSV 4 wheeler is listed as an SAAQ approved vehicle. Our engineers completed and passed the rigorous LSV legislative requirement in approximately 90 days.</p> <p>Westward is approved to ship ORV off-road vehicles in both the US and Canada.</p> <p>In certain US States as required we are registered as a motor vehicle manufacturer with the State, examples are California, Florida, and Colorado.</p> <p>Westward continually reviews our dealer network to ensure they have all the necessary licenses and certificates to lawfully conduct business in their jurisdiction</p>
<p>19</p>	<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 Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>Westward has not been suspended or debarred in the last seven years.</p>

<p>20</p>	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>Westward is honored to have received numerous accolades over the years, especially in the sense of recurring customers.</p> <p>Over the years, countless operations managers at city departments have newly entered a department seeking to make budget cuts and therefore attempt to deploy cheaper vehicles such as the Smart Car as a replacement of the GO-4. Each and every time, the customer returns back to Westward advising that Westward products are built to last in a tough environment. See attached testimonials.</p> <p>Passing the SAAQ Quebec LSV requirement in record time was a well appreciated accolade for Westward's engineering department. Now listing approved models: 2 passenger, 4 passenger, and 4wd. See attached print screen of authorized use.</p> <p>Upon fleet renewal. The fleet supervisor at UNCC Charlotte was very impressed with the MAX build quality. The contact eventually disagreed with the States recommendation to buy the vehicle awarded on State contract. In response the fleet supervisor created a 20 page document illustrating how the MAX vehicle is superior to what is available. Westward brought in Sourcwell account development leads to help the university's procurement professional see how the contract meets compliance. The University then went on to purchase nearly 40 units, and is considering 20 more. See attached document.</p> <p>In 2019 Westward was honored to speak as part of a panel discussion at one of the top 5 largest parking expos in the US, the Florida Parking Show. The panel was composed of Chris Franz, VP of Westward and several Florida city representatives who went into detail on the success of parking specific vehicles adopted in the parking sector. The municipal representatives also praised Westward vehicles for being the best in class and for their product market fit. Video posted on Westward's website under videos and resources.</p> <p>The San Francisco Municipal Transportation Agency (SFMTA) conducted trials with all various vehicles for parking enforcement, the trials resulted in SFMTA recognizing the Westward GO-4 as the best vehicle for parking enforcement. SFMTA currently operates nearly 350 GO-4 vehicles. Cities like Santa Monica and San Diego, continue to purchase the GO-4 vehicle seeing it as the best fit for parking enforcement. More of these customers are now using the Sourcwell awarded Westward contract to procure.</p> <p>City of Santa Monica purchased near 30 GO-4 EV's in 2016 and are now finally beginning to replace them, via the Sourcwell contract. Eight years of operation in a demanding daily environment is an accolade to the electric vehicle build quality.</p> <p>Fedex airports division fleet project engineer identified the MAX as one of the best electric utility vehicles he has seen, they began procurement in 2023 of MAX units. Also included in testimonials.</p> <p>Canada Post has reached out and purchased a MAX vehicle for piloting in downtown Ottawa, recognizing the ideal size and build quality of the vehicle for dense cities.</p> <p>Genetec ALPR chose the Westward GO4 parking enforcement vehicle as an approved ALPR integrator of their hardware. Installed on the production line as the vehicle is built, saving the customer time and money.</p> <p>The Westward MAX operates in tough environments such as central and Northern Quebec, where all other electric utility vehicles tend to fail.</p> <p>Hollywood uses GO-4 vehicles quite frequently in film shoots, scenes from the recent Beverly Hill's Cop, illustrate how tough the vehicle is built. Even post collision the driver walks out, and the roll bar chassis remains free of any severe damage.</p> <p>Driving.ca wrote a non-sponsored article, attached, regarding the virtues of electrifying a fleet with the MAX, and how FEDNAV is proudly and successfully using them in their fleet, reducing emissions and improving efficiency.</p> <p>See attached dealer and manufacture motor vehicle certificates.</p>
<p>21</p>	<p>What percentage of your sales are to the governmental sector in the past three years?</p>	<p>The government sector has always accounted for the majority of Westward's sales and as such it is important to our business.</p> <p>In the past three years 75-80% of Westwards' sales are to the government sector. This number is somewhat decreasing as the MAX product line allows Westward to sell into many other markets as well, including education, industry, delivery, airports and more. For several decades Westward has successfully sold vehicles into hundreds of municipalities across the US and more recently Canada. Large customers like San Diego or smaller population centers like Anchorage and Fargo, are all equally important and supported daily.</p>

22	What percentage of your sales are to the education sector in the past three years?	<p>Westward has long sold into the education sector with the GO-4 for their parking enforcement needs. More recently Westward has witnessed great enthusiasm in growth and orders from educational institutions, as they see the MAX-EV as an excellent, robust electric alternative. Traditionally the market has been composed of golf cart style platforms. Many Universities are now demanding a more robust platform like the MAX-EV line.</p> <p>In the past three years 12-16% of Westwards' sales are to the education sector, and growing. In the last year alone Westward has seen tremendous outreach from universities seeking information about the MAX-EV. A sampling of orders received from flagship schools and universities are: UNCC Charlotte, ISU, WashU, San Jose State, Georgia Tech, UNF, UT Austin, University of Montreal. During a demo in August 2024, the Case Western (Ohio) fleet manager was extremely impressed with the product and advised he has been looking for such a product for some time. Fleet is now considering a 10 unit purchase on the Sourcewell contract to receive the 1% volume rebate. Westward anticipates this sector growing 30-40% year over year as more large campuses see the MAX-EV as a more robust option. A majority of this customer base uses the Sourcewell contract as a go to for procurement.</p>
23	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>The only cooperative purchasing agreement that Westward has sought and currently holds is the Sourcewell 122220 contract. Westward is very proud of this current award and finds Sourcewell to be the best cooperative available for State, Local, Non-profit, and education due to its stellar reputation and credibility in the world of public procurement.</p>
24	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>Westward does not currently hold any GSA contracts. Westward is enthusiastic at the development of Sourcewell working closer with Federal or Military opportunities. Westward believes its newer MAX line is well suited for Federal and Military uses.</p>

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
SFMTA - City of San Francisco Municipal Transportation Agency	Gino Potter - Fleet Manager	415-401-3854 415-730-9838
City of San Diego	Devon Whitney - Fleet manager	619-527-6021 619-804-7297
City of Santa Monica	Marc Zamora - Fleet Management Superintendent	310-458-8526 310-863-6765

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

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

Line Item	Question	Response *
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<p>26</p>	<p>Sales force.</p>	<p>As touched upon in point 17, Westward has internal sales and marketing employees that work directly with Westward's individually owned and operated dealer network. Westward dedicates 4 sales employees to work closely with our dealers and customers. The regions are divided per: Eastern US, Mid West, West Coast, and Canada. They all report to Chris Franz, VP of Sales. Westward employs one marketing expert in house to work with email campaigns, out reach via phone or email, dealer outreach, lead distribution and more. Westward currently uses an SEO firm for monitoring and improving Google rankings, Pay per click, and Social. New analytics are now available such as targeting LinkedIn likes to further engage interested parties. LinkedIn Sales Navigator is immensely helpful for outreach to fleet customers. Westward actively posts on Social networks such as LinkedIn and Facebook, currently posting 1-2 useful posts weekly, with a goal to increase.</p> <p>Westward employs 2 customer service agents to help support and organize incoming calls and distribute accordingly. These CSA's are constantly receiving and distributing leads to Westward's sales professionals that work closely with dealer sales representatives. These CSA's also help with cold call outreach as time permits as well as customer post sale follow up.</p> <p>Westward is capable of serving all of the continental USA, Alaska, Hawaii, and most of Canada for Parts, Service, and Warranty. Westward is partnered with over 25 primary US dealers that together contain over 400 branch locations for sales and service. The Westward sales team works closely with dealers and their reps, always engaging and educating with product knowledge. The sales team often visits and spends several day's on the road with dealer representatives, getting in front of customers together is a win-win situation where all parties benefit. The team also helps product education via any newsletters and weekly emails, conducts Teams or phone calls with our dealer network partners cultivating a close relationship with all quotation writers at our dealers. Westward is dedicated to providing its dealer network with up to date information and training so together we can best serve our customers.</p> <p>Westward uses ZOHO CRM to help organize over 12000 leads and contacts. Westwards uses ZOHO campaigns for qualified email campaigns and tracks opening clicks to support follow up emails or phone calls. Westward sales professionals and CSA's are constantly reviewing which customers are most engaged with our campaigns and following up accordingly.</p> <p>Post pandemic and during 2023 Westward began exhibiting at national trade shows as well as supporting dealers with regional trade shows Westward exhibited at and proudly showcased Sourcewell literature and flags at shows such as ACT Expo Las Vegas, NAFA fleet admins San Antonio, EquipExpo in Louisville, and more. Westward's dealer base attends countless shows and at times Westward reps also help staff the booth, some examples are Impulsion Quebec, NJPA New Jersey fleet, Texas Municipal, CMPA California parking, MACO Maryland county show and more. See a few pictures attached.</p>
<p>27</p>	<p>Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.</p>	<p>Westward partners with over 400 branch locations of 25 key dealers. Dealer locations are all over the US and more recently Canada, see attached file for a breakdown of all locations. Dealers tend to be focused on industrial equipment and or utility/golf vehicles, primarily catering to government fleets, public works, universities, and industry. Each dealer typically may have from one to hundreds of sales representatives depending on size of dealer or if master distributor.. Each representative that may sell our product is either trained via a Teams call or in person and is frequently kept in touch with via our sales staff to monitor progress, pipeline, training and more .</p> <p>Westward shares all Sourcewell invites of Accelerator programs and Universities and has had some success sending either dealer sales representatives or dealer officials to attend the courses for further education.</p> <p>Most importantly all dealers possess trained service staff, service hoists, most often service vehicles for remote servicing. The Westward dealer base is well versed in catering to municipal or State customers needs, they realize the importance in providing timely and satisfactory service to keep their customers happy and returning.</p>

<p>28</p>	<p>Service force.</p>	<p>As touched upon in point 17, Westward's service force contains 4 engineers and 2 technical leads. These members all answer to Stefano Franz and work closely to train and help our dealer network, as well as provide ongoing customer support to any diagnostics needed. Westward's lead in-house EV technician and engineer is partner Fab Franz. Any intense electrical diagnostics are channeled to Fab where he works closely with dealer technicians and will often remote in via the diagnostic cables to help find electrical issues quickly. Timely repairs are essential at Westward, management remains hands on to provide quick direction and resolve.</p> <p>Westward's service team has the ability to help with supporting any troubleshooting needs via remote Wifi networks. Currently Westward uses Curtis Motor Controllers and Orion battery management systems. Both these critical systems allow for remote access as needed, via Wifi or data connections. The Westward team helps diagnose issues regardless of the vehicle's location. Customers may also purchase these two sets of service dongles for a nominal fee, they are published on our price sheets. Westward has had internal discussions for the purpose of offering standard diagnostic support via on-board telematics hardware. These offerings have yet to be formalized, customers would have to first approve of them as the vehicle would be sending data back to Westward on a regular basis. Fleet customers frequently already employ their own preferred telematics.</p> <p>Westward's ICE drivetrains are currently 1.0L Kia Drivetrains, the latest technology from KIA with full OBD2 diagnostic tools. Any OBD2 scan tool that dealers or customers possess will show basic information. Westward also sells and promotes a reasonably priced Autel scanner which most of the dealer base will stock. This scanner shows full diagnostic capabilities from fault codes to live data to actuating controls. Note, over the course of a 4 year contract, componentry branding may change from time to time as engineers launch new projects.</p> <p>Westward tracks all on-going activities in our internal ERP program (enterprise resource planning). Even for warranty claims, dealers call or email in for a ticket number so that Westward can help support and monitor timely progress (soon to be on a portal). Westward hosts dealer technical leads on a monthly basis at the factory, showcasing new products, further educating servicing of these products, and discussing any current technical concerns. There has been internal talk of hosting annual events for all dealer leads however this has not yet been formalized.</p> <p>Westward employ's one full time parts manager and two shippers that help with parts order shipping, Westward currently ships 92% of parts orders within 48 hours of receipt. All authorized dealers have access to a detailed online parts portal with diagrams, parts numbers and descriptions, stock level and pricing.</p>
<p>29</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>Westward believes it is imperative to make this contract as easy as possible to use. Westward allows all authorized dealers to quote Sourcewell approved pricing for their customer base of State and Municipal governments, universities, and non for profit organizations. Westward standard price sheets communicate what is needed for a Sourcewell sale:</p> <ol style="list-style-type: none"> 1- List the customer's contact info and request the customer's member number. When the customer is unsure, Westward or the dealer will help the customer find their member number online via the Sourcewell website. If they do not yet have a number, Westward or its dealer base advocates how easy it is to create an account. If still any uncertainty remains, Westward does call upon its Sourcewell key contact to help assist with new member education, this has been done several times and with great success. 2-Always use the Sourcewell approved priced line 3- Attach a copy of the customer PO, ideally have the customers cite their member number on the PO. <p>Westward order processors check that all these points are appropriately covered before orders are added to the ERP system (enterprise resource planning). The Westward ERP system has added mandatory fields to assure that this information is all filled out properly before order processing. Typically this process may take 1-3 days before orders are processed. These ERP filters also make it very simple for Westward to provide a quarterly report.</p> <p>It is imperative that terms and conditions of the contract are always met. Stated conditions in this offering must be transparent through the whole procurement process. Westward will frequently also ask dealers for a copy of the dealer quotation, always assuring contract pricing was used. The Westward dealer base has been very receptive in using the current Sourcewell awarded contract. Their fee in this process is negligible, and they remain enthused that purchase orders arrive quicker through this streamlined procurement process. It has been imperative to Westward to allow dealers to easily quote Sourcewell and to allocate a satisfactory dealer margin to maintain their enthusiasm, to date Westward has succeeded with these objectives.</p>

<p>30</p>	<p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>The Westward dealer network is mainly focused on the government, municipal, higher education, and some larger industry.. Customers in this market typically need quick response time to keep their large fleets of vehicles in operation. Westward aligns with successful and growing equipment dealers. To be successful in this market, strong service levels and support are a key factor for continued growth. A vast majority of Westward dealers are proud of how quick their turn around time is on service calls, often hours, if not within several days.</p> <p>Customers can choose to bring the vehicle to a dealer location or request an on-site mobile service trucks. These trucks are dispatched as available, as stated this can be within several hours or 1-3 days of a customer request. Dealers typically then notify Westward ahead of time if any diagnostic support may be needed. Westward dealer locations have servicing equipment such as hoists, air tools, diagnostic tools and more. Westward has a lengthy dealer application form to understand what capabilities our dealers have(attached). Our dealer base is very in tune with keeping wearable items on the shelf to quickly meet customer needs. Any new dealers (in a territory of notable size), typically acquire approximately \$5,000-10,000 of high turning parts that align with existing customer fleet needs in the territory. Existing larger dealers typically stock higher levels to match local needs. Dealer parts ordering is available online via our parts portal (see attached image). Warranty claim forms are submitted electronically from the dealer base. At the time the warranty claim is called in from the customer to the dealer, Westward asks the dealer to email or call our toll free number and request a ticket number, Westward then tracks the process through our ERP (soon to be on an online portal).</p> <p>Westward supports the dealer network and customer base daily via phone calls, video calls, Youtube videos, tutorials and webinars, remote in sessions, and when needed in person visits. Westward does not currently offer service time incentives, however if customers advise of any support that is not timely or positive, Westward immediately communicates concern to the associated dealer and requests an immediate action plan. If response times continue to be inadequate, Westward will seek to replace the dealer in question. Such an event is quite rare but may occur from time to time. Westward CSA's routinely call customers directly to ask how the vehicles are performing, and how the local dealer is performing.</p>
<p>31</p>	<p>Describe your ability and willingness to provide your products and services to Sourcwell participating entities.</p>	<p>Westward is totally committed to providing its products to Sourcwell members, as well as non members that should consider becoming members. Westward believes Sourcwell is the best government procurement cooperative available for agencies. For this reason Westward does not actively seek to own any other national procurement cooperative contract awards. The quicker a purchase can occur the better it is for all parties involved. Westward will promote the new contract number via our website, newsletters, brochures, advertisements, dealer sales literature, trade shows, social media and more (see attached images). When dealing with agencies seeking to purchase products, Westward and its dealer network are well versed in asking early on if the agency has experience in using the Sourcwell cooperative, and if not Westward or the dealer will show the customer how easy it is to become a member (if they are in fact not already a member). Over the last four years Westward has seen tremendous growth of knowledge and awareness of the cooperative. From time to time, a procurement specialist may believe that Sourcwell cannot be used as it does not meet their compliance needs. In such situations Westward has called on its Sourcwell contacts, and created a Teams or Zoom meeting to discuss concerns with the procurement specialist, and every time Sourcwell helps identify how compliance needs are met. The largest team collaboration to date resulted in a \$1.2 million dollar order of MAX-EV's for the UNCC Charlotte campus. Westward is confident that being an awarded contract holder helps promote Westward Vehicles, Westward welcomes any future contracting officer to visit the factory or its dealer base. Westward offers its dealer network webinars or tutorials on the values of the contract on how to promote the contract. Westward promotes that dealer reps or principals attended Sourcwell Accelerator courses and or University programs. Westward shares and promotes all incoming emails regarding Sourcwell classes that dealers can attend, and many have indeed confirmed attending over the last 4 years of this award.</p>

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Westward is based in the geographic center of Canada, Winnipeg, Manitoba. Westward is extremely enthused to promote the Sourcewell/Canoe contract in Canada. Historically, due to 3 wheel vehicle regulations, Westward has only exported vehicles to the US. In recent years the MAX line of vehicles has proven to be an excellent alternative for government agencies and universities considering a green alternative to their ICE drive train fleets. During the course of this contract Westward has partnered with a leading municipal dealer in Canada called Cubex Equipment. Westward does seek to expand their larger dealer base in Canada over the next 2 years to have more dealers in more remote areas. Westward is listed on the Canoe utility vehicle program web page, and has had several meetings with contacts at Canoe as well as attended their sessions at the most recent H2O conference in Brainerd. Westward is very enthused at a potential future Canoe expansion into the Province of Quebec as this Province has proven to have very strong demand for electric vehicles. Westward will promote, market, spread awareness of the contract via online website and social, printed literature, dealer network, trade shows and any other marketing opportunities. Although Canoe may be a little behind Sourcewell in terms of overall awareness, Westward believes that Canoe will quickly grow in Canada as more government officials understand the offering, Westward has already seen a few recent orders arrive via the Canoe contract, and more procurement officials are now asking about the contract.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	With an expansive dealer network of well over 400 dealer branch locations and growing, Westward can service any point in the Continental USA, Hawaii, Alaska, and Canada. Having a strong and engaged dealer network is critical for proper distribution of fleet utility vehicles. Westward continues to expand its dealer base and now has a growing network of dealers in all areas that were historically lean, such as the State of Texas. Westward does also help customers and dealers with remote diagnostics on a daily basis. Even when a vehicle is delivered into a remote destination such as northern Alberta, Westward can work with any local automotive shop, or the city's fleet technician via Wifi. Any repairs needed are always resolved on a timely basis. Westward does not anticipate any geographical area that cannot be serviced. See dealer location list for all locations.	*
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.	Westward will promote in all sectors	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There will be no restrictions. Freight to Hawaii, Alaska, US territories will be quoted at the time we quote the unit to the member. Westward will utilize their quantity freight discounts to pass on savings to the member. Westwards will also allow members to utilize their own means of transportation if they believe this to be to their advantage.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, as long as the entity qualifies as a Sourcewell member, Westward will honor the terms of the contract. In fact, most recently Duke Farms a 2,700 acre center for environmental stewardship in Hillsborough, NJ, that restores the natural environment, chose the MAX ORV 4wd as their new fleet model to deploy. It was recommended by Westward that they contact Sourcewell for membership, within one hour they confirmed back their new Sourcewell vendor number and Sourcewell pricing was extended to this customer.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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<p>37</p>	<p>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>	<p>Westward's marketing strategies for promoting this opportunity will focus on increasing the awareness of our partnership through the following strategies;</p> <p>Email Campaigns – include the Sourcewell logo and contract number in our email campaigns focused on delivering updates and product information to our expansive network of current and prospective customers. See attached example.</p> <p>Social Media – Westward will utilize various channels such as LinkedIn, YouTube, and Facebook to circulate information about our partnership with Sourcewell and promote any contacts awarded as a result of the RFP. See attached example.</p> <p>Marketing Material & Price sheets- Westward has already included the Sourcewell logo and contract number to all of its marketing material and on the company website. Westward will continue to promote a Sourcewell partnership in any newly created marketing material. For example all Westward price sheets for dealers or customers list the Sourcewell price adjacent to our MSRP. See attached examples and price lists.</p> <p>Earned Media – Westward works to connect and build relationships with journalists in the sector to bolster the company's place as a credible authority and thought leader in the electric utility vehicle space. Whenever fitting Westward will include our Sourcewell partnership into the discussion for potential interviews and or editorial opportunities.</p> <p>Conventions, Expos and Industry Events - Westward will continue its efforts to showcase the Sourcewell logo and contract number at events. Westward proudly displays Sourcewell Flags and literature. see attached examples.</p> <p>Dealer Network - Westward continues to work with its expansive dealer network encouraging them to promote the Sourcewell contract to help streamline the procurement process. When challenged by their customers or a procurement professional that Sourcewell cannot be used, Westward asks dealers to bring us into the conversation as Westward will lean on the Sourcewell team to help support compliance discussions. Westward has successfully engaged and sold into some cities that previously told our dealers they cannot use Sourcewell. Westward will continue to promote the Accelerator and University courses to our dealer base, keeping the contract top of mind.</p> <p>Usage reports and Heat Maps - From time to time Westward will request these reports from Sourcewell to help identify which agencies have been the most active. Westward will then carry this conversation forward with local dealers that are working on deals, advising that this particular entity has been very active on the cooperative. Westward will also use these reports as needed as a compelling argument with procurement professionals that may think they cannot use the cooperative.</p> <p>Website - Westward has a Sourcewell dedicated landing page on its website. See "Company" drop down at www.westwardindustries.com</p> <p>Also see attached marketing plan.</p>
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38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Westward uses Zoho CRM and Campaigns extensively. Westward has developed a robust CRM system with over 12000 qualified leads. This allows the company to disseminate focused email campaigns to each of our individual target markets. The CRM provides a significant amount of insight as to the customer's engagement and buying journey. Westward monitors how often campaigns have been opened and by who and for how long. This information assists in building responsive follow-up strategies all while improving our sales and marketing tactics.</p> <p>For brand awareness and lead generation Westward employs an always on social media strategy using channels such as LinkedIn to deliver market updates and increase the company's profile as an authority in the space, YouTube to broadcast product tutorials and video demonstrations, as well as Facebook to circulate company and product information. Westward will often find potential customers via LinkedIn Sales Navigator. By analyzing engagement metrics like likes, shares, and comments, we can tailor content to better meet overall customer interests.</p> <p>Westward dedicates significant effort to SEO strategies frequently maintaining a top ten ranking website for keywords such as, parking management vehicles, low-speed vehicles, electric utility vehicles, and more. Westward's website has been optimized to include metadata revolving around key terms for Westward search results by integrating a number of words and phrases including Sourcewell on specific pages. The "build your own vehicle" feature on the company's website has allowed Westward to gather data and insight into our customers evolving needs helping to continually hone our marketing strategies. Regular analysis of digital campaign performance helps us understand what works and what doesn't. We use tools like Google Analytics to track website traffic, user behavior, and conversion rates, which inform our future marketing initiatives. Westward prefers the organic long lasting approach versus pay-per-click, however Westward does also allocate budget to Google sponsored pay-per-click advertising, and monitors click through rates.</p> <p>Westward has significantly invested in an online parts portal for dealers. All parts diagrams, stock, descriptions, VIN references, and pricing are all listed online. Dealers place orders online and have all accounting and tracking information easily available. Westward engineers and tech leads work closely with dealer and customer leads and share information as needed such as CAD files, parts drawings, and more, on a case by case basis.</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>With an audience of more than 400 suppliers and over 50,000 members Sourcewell has demonstrated their ability to promote contracts as a result of RFP's and our expectation is that their promotional efforts and growth path will continue in the future. Westward expects a continued partnership with a high-quality purchasing co-operative such as Sourcewell to bolster the ongoing strengthening of Westward's offering in the market as a leading electric utility vehicle supplier. Westward is fully committed to the Sourcewell partnership (and its member base) as a reliable partner working together increasing joint brand awareness and growth through our tandem marketing efforts.</p> <p>Sourcewell is currently fully integrated in Westward's sales process and is showcased in every step of the purchase process, from marketing materials, online web platforms, price sheets, social media and more. The Sourcewell logo and contract number is displayed on all promotional material, on our website and through social media posts. Westward is committed to continually integrating Sourcewell in our sales and marketing efforts. Westward attends the annual H2O event in Brainerd to learn of any recent developments with the cooperative. The sharing of heat maps and customer activity lists by Sourcewell to vendors is also quite helpful from a marketing perspective. Westward has used these lists to advise customers of how active the contract is internal to their city or department.</p> <p>The relationship with Sourcewell supplier development executives has always been excellent and supportive, and this is what a vendor needs to make the contract successful. There is frequent mutual outreach, understanding, and open dialogue. Any time Westward has needed assistance with a member, or potential members questions and challenges, the Sourcewell contacts have been immediate in support. This timely and helpful response speaks volumes to the growth and awareness of the contract.</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>After attending the most recent H2O event as well as sessions regarding future e-procurement portals, Westward is enthused at the possibility of being listed and promoted on the Sourcewell Euna e-procurement ordering process. As far as Westward representatives understand from H2O, the portal is still in development or early testing, and we look forward to the opportunity.. Westward believes this to be a strong growth opportunity as more agencies welcome a buy online Sourcewell portal. This would be the leap forward in streamless public procurement.</p>

Table 5A: Value-Added Attributes (100 Points)

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.	<p>The Westward dealer network all employ procedures for receiving vehicles that include executing a Pre Delivery Inspection form(PDI). Before the delivery of the vehicle, units are fully inspected by dealer technicians and a PDI form is sent back to Westward. Upon delivery the dealer representative and customer walk around the vehicle and visually inspect it. Westward also includes a customer delivery inspection form for any feedback placed inside the vehicle, as well as a detailed owners manual. The dealer representative then reviews and explains the operation of the unit and suggested maintenance found within the Owner's Manual. Westward frequently hosts Teams calls discussing the product and any questions the customers may have. Westward also offers many online videos such as 'walk arounds', all these items mentioned are free of charge.</p> <p>On a case by case basis and typically on the request of larger municipalities Westward and its dealers will quote a full day or two of service related training with its operators and or technicians. This quote varies depending if Westward reps are needed and typically covers lodging, air fare, and training. On average this cost ranges from \$1500 to \$3000. More frequently in the post covid world, significant parts of this training can be covered over digital platforms like Teams to reduce costs and shorten timelines. Westward partners with leading LPR camera vendors to offer customer convenience in streamlining their LPR purchase with a vehicle. Customer training and or travel will be quoted on a case by case basis depending on customers needs, it typically ranges from \$1500 to \$3000. Customers at any time can and do call our office with any new delivery or product related questions and receive quick replies at no cost.</p>
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<p>42</p>	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>The ownership at Westward Vehicles is primarily a group of engineers with an acute automotive background. This engineering background with in field experience allows Westward to design and create robust long-lasting electric utility vehicles that can easily handle the significant demands placed on industrial equipment or municipal equipment. Westward's vehicles are specifically designed for government agencies. The GO-4 parking vehicle has been operated by US municipalities for 30 years.</p> <p>Common to all Westward vehicles is a super robust 2.5 inch steel unibody roll bar chassis, zinc plated and powder coated and heat baked. The chassis is built to last the test of time while offering superior safety for any on-road collisions. It is lightweight, extremely strong in a collision situation, and very corrosion resistant.</p> <p>Westward's suspension and braking components all derive from the automotive sector. Most other manufacturers use parts from the golf cart market which are more lean in material. The Westward suspension, again all automotive grade and features full independent suspension offering a smooth ride. Many fleet managers and operators suggest the MAX-EV vehicle offers the best ride in its class. Westward brake components consist of automotive grade four-wheel hydraulic disc brakes. These features are likely over-designed for the intended use, however provide long lasting fleet solutions, and have allowed Westward to quickly pass the SAAQ LSV road-test engineering requirements.</p> <p>Westward's current electric drivetrain system is designed in house with well known leading brands such as Curtis Controllers. All components are well designed including European PMAC (permanent magnetic AC) motors, electromagnetic brakes, coastal regenerative braking(also known as one pedal driving), dedicated automatic hill assist emergency brake calipers, and more. Westward's new dual motor 4wd is one of the worlds first in the electric fleet utility vehicle market. Westward offers only market leading Lithium-Ion battery offerings. Westward was early to adopt Lithium-Ion battery technology and started producing such drivetrains for customers in 2014, and to this day it is Westward's standard battery offering at no up charge. Westward's battery management system (BMS) is now integrated with an optional heating pad for cold climates and optional cooling system for hot climates. The on board BMS checks and balances battery cells to keep the battery healthy for years to come.</p> <p>Westward does not create any proprietary systems, any technician with off the shelf Curtis dongles can log into our system and review diagnostics and perform troubleshooting.</p> <p>Westward is working on testing and development of quick swappable batteries and a larger 6.6KW on board charger.</p> <p>Westward can offer customers on-board telematics via RedTail telematics that can offer data on GPS location, driving behavior, and zone limits. Westward is in the early phase of testing autonomous driving with an integrator in Ontario, this option is not yet ready for mass production.</p> <p>Westward also offers remote service support via local Wifi or data networks. As requested, free of charge, Westward can access the vehicle's controller or battery management system and make recommendations on a procedure check list of repairs. It is essential at Westward that its customer base can quickly have their units back in operation when any servicing is needed. Note, for the purpose of this four year contract, components and brands may change from time to time as Westward may choose to improve its supply chain and product line.</p> <p>Westward continues to offer a market leading gas drivetrain for the GO-4. Westward is fortunate to have a strong partnership with the Kia supply chain and offers their latest technology including all CARB compliant systems such as EGR valves for emissions controls. Westward's gas vehicles are also OBD2 compliant meaning any OBD2 scanner can scan the vehicle and receive hundreds of lines of information from active or historical codes or live active data from dozens of sensors.</p> <p>Westward also has a strong partnership with Genetec Autovu LPR systems and is approved to integrate LPR camera systems that are in strong demand from municipalities as they seek more efficient forms of curb management. The customer receives a vehicle with LPR mounted and ready to go, a Genetec channel partner then visits the customer to integrate the back end as needed.</p> <p>Westward believes to have a premium offering and a market leading offering in terms of build quality. The GO-4 line has been in constant production for 30 years. The MAX line, in Westward's opinion, and in terms of components used, is one of the best if not the best LSV on the market. Westward is more automotive based than golf cart based in terms of materials used. Westward is a private company with focus and pride in the work it performs and product it creates, unlike companies that have raised capital through the capital markets and must appease shareholders, Westward focuses exclusively on product and customer.</p>
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<p>43</p>	<p>Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.</p>	<p>The DNA of Westward Vehicles is to create and offer the market alternative vehicles that are much more efficient and sustainable than historical options. For example, can an entity consider using a 1600 lb MAX-EV with long-lasting batteries to do the job of a traditional F150, in many cases the answer is yes. Every time an agency chooses a Westward vehicle over a larger gas guzzling alternative, we reduce petroleum demand and CO2 emissions. Westward uses only Lithium-Ion batteries, the manufacturers estimate ratings at 2000 charges at 80% depth of discharge. If a customer only needs 225-250 charge cycles per year for active work days, the battery will last many years This greatly reduces the turn over of lead acid and gel cell batteries that typically need replacing after 400-600 charges.</p> <p>Internally at the factory, Westward switched all older lighting to LED bulbs as well as increased building insulation.. Westward engages with and contracts a local recycling company for any staff produced plastics, paper, cardboards and similar recyclables. The office admin at Westward promotes a paperless environment. Westward asks its supplier base to send bills electronically and not via Mail. Westward has created interesting vehicle prototypes with the local Winnipeg Composites Innovation Centre. The primary prototype was created with hemp based composite inner cab and roof. Westward has and is working with local composite makers to create an eco line for agencies seeking a green showcase vehicle.</p> <p>Westward has seen positive progress in recent years with more agencies or companies offering recyclable battery initiatives. Many companies like Recyclico are pushing for the global proliferation of better recycling plants. This article from the Canadian Renewable Energy Association states that 95% of a Lithium Ion battery is recyclable. https://renewablesassociation.ca/wp-content/uploads/2021/04/Recycling-Batteries-English-Web.pdf Westward promotes lean manufacturing across its supplier base, which in recap is a process of internally maximizing productivity while also minimizing waste. Any added value that the customer has no interest in should be reduced or eliminated as well as in house waste reduction when setting up casts, mold making, thermoforming, metal fabrication and more. Automatic CNC machining has helped maximize yields and reduce waste.</p>
<p>44</p>	<p>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>	<p>Westward is CARB compliant for street legal low speed vehicles and three wheeled vehicles. Our certified emissions ratings are well below the required limits for each respective category, see attached certifications. Westward over designs its product and therefore the vehicles last a long time in the field. Many of our customers are still operating vehicles in their fleet that are 20+ years old. The vehicles are not built with any form of planned obsolescence, Westward builds long-lasting fleet vehicles.</p>
<p>45</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Westward offers several unique advantages to Sourcewell participating members. The GO-4 vehicle is the only vehicle in the market, in mass production, that is tailor built for the needs and efficiencies of municipal parking enforcement departments. The Westward GO4 is built to have one operator, in a secure structure, easily navigate dense traffic. Dual sliding doors allow the operator to exit on the safe side of traffic. And a market leading 9 foot turning radius. The GO-4 is built domestically, with many domestic castings and molds, all unique to the GO-4 and its specialized market. Westward as a customer convenience will also install market leading LPR camera systems per the request of municipalities. This reduces the need to have a third party retrofit, as we install all wiring harnesses on our production line. Our GO-4 XTR is the world's most compact but robust refuse hauler. Cities like Scarsdale NY or Fox Point use them daily for gated community driveway pick up. This vehicle was designed upon the request of many such customers asking for a unit of this configuration. Again, market driven and customer driven product and focus..</p> <p>The MAX-EV is a market leader as a green alternative to ICE versions of utility vehicles. Allowing municipalities a valid option to diesel/gas alternatives. Westward vehicles all come standard with full unibody roll bar powder coated chassis's. The chassis style is built with safety in mind as it offers the most resistance for a collision impact. Most other makers have a base platform and then bolt on a very lean roof canopy, separately, as needed.</p> <p>Westward continues to expand on available accessories that cities can add to the MAX-EV, for example Westward now offers factory air conditioning, a great feature for warmer climates and typically not available from utility vehicle makers.. Westward is integrating more third party accessories to its vehicle such as snow plows, vector control equipment, brine mixers, and more as needed or requested by municipal customers. The MAX-EV can be ordered as a robust LSV (on-road), a tough ORV (off-road), or a 4wd version for either purpose. There are very few utility vehicle makers offering such a diverse and robust electric offering for fleet use.</p> <p>The Westward MAX-EV 3, in early production, is an exciting three wheel utility vehicle with two wheels at the front, allowing operators to feel comfortable at greater speeds. A great option for city or universities needing quick cargo delivered, or for parking enforcement agencies seeking greater speeds.</p> <p>Westward is still the right size of company that can offer customizing as fleet customers request it. For example new designs have been created on the request of customers to meet their demands. Customers can also quite easily get ownership on the phone to work through any issues. Most larger companies in the market will not help with any offering beyond their standard offering. This is another example of how Westward is unique as a company.</p>

46	Describe any safety features your products have such as seat belts, rollover protection, brake lights, stability control, emergency shutoff, etc.	All Westward vehicles are over-engineered from the ground up. As Westward has been providing municipalities for 30 years with parking enforcement vehicles operating in dense populations, the vehicles must be able to withstand the rigors and demands of such daily use. All vehicles have a standard uber-tough 2.5 inch steel tubular welded unibody, zinc primer, powder-coated and heat baked chassis. This style of chassis, like the style deployed in Nascar, is very resistant to collision impact or rollover. All vehicles come standard with three-point seat belts. Brake lighting is standard and third-brake lighting is standard on all models except the ORV. All on-road electric utility vehicles are designed with coastal regenerative braking, slowing the vehicle as needed. The same regenerative power is used in conjunction with hill assist driving. Westward electric vehicles are designed to hold themselves on hills and engage a magnetic brake or E brake caliper as needed to hold the vehicle in place. All vehicles have an emergency park brake. Westward LSV models all come standard with back-up cameras. All models offer optional back up sensor kits offering an audible alarm. All Lithium-Ion batteries come with master disconnect switches when servicing the unit. A 12-volt emergency shutoff switch is also available. Westward is working on stability control features for a future parking enforcement vehicle, not yet ready for production.
47	Are your products equipped with GPS or telematics features or other route optimization options?	Westward currently partners with partners such as RedTail Telematics, to offer integrated GPS tracking, geofencing, driver behavior, as well as basic remote diagnostics. Westward has not yet published this as a standard item due to the fact that most of Westward's municipal customers tend to have a preferred telematics company already deployed. Westward will work with any integrator as needed.
48	Describe how your products positively contribute to environmental concerns such as air pollution.	All Westward vehicles are highly efficient and a majority of the product line offers zero-tail pipe emissions. Westward's gasoline driven 1.0L Kia engine offers today's emission reducing systems such as EGR valves. Upon CARB testing it has proven to be less polluting than required standards. All of Westward's battery driven vehicles provide zero tail-pipe emissions and consist of standard lithium-ion batteries offering years of strong performance. Lead acid batteries must be replaced every 400-600 charge cycles where as lithium-ion producers typically suggest at least 2000 charge cycles. Westward is working with leading companies in the market for recycling or re-purposing end of use battery packs.

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 re-sellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, some of Westward's individually owned dealers qualify for some of these certifications. Attaching certifications submitted in time for this submission. Certificates can also be requested at time of purchase order.
50		Minority Business Enterprise (MBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes a new dealer in Arizona Blue Planet has applied and is awaiting on approval for MBE and SBE
51		Women Business Enterprise (WBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes Illinois dealer EJ Equipment WBE 2001295
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
53		Veteran-Owned Business Enterprise (VBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Stringfellow Equipment in TN.
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
55		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes Arizona dealer Blue Planet has applied, waiting approval. Stringfellow Equipment in TN.
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
57		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
58	Describe your payment terms and accepted payment methods.	Standard payment terms with Westward for its dealer base is net 30 from delivery date. Dealers typically submit payments via mail, ACH, wire transfer. Payment terms with our dealer base may vary by dealer. Extensions can be requested and reviewed case by case. Some dealers will accept credit cards or P cards. See attached dealer list for more info.
59	Describe any leasing or financing options available for use by educational or governmental entities.	Westward does not offer any leasing and financial solutions directly, but does work with market leaders. At this time, Westward has partnered with NCL Government Capital (NCL) to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder (#011620-NCL) and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between Westward Industries Ltd and NCL.

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.	A majority of Westward dealers utilize Westward published price order sheets or a very similar version from their own ERP programs (enterprise resource planning). The Westward published price order sheets, see attached forms, clearly state information needed for Sourcewell orders. Initial dealer quotations (based off of Westward sheets) then result in the customer PO. Westward dealers do not typically stipulate any additional terms and conditions on any sale to the customer base. If Dealers choose to add any additional terms, they must be in line and not conflict with any expectations of Westward as well as the Sourcewell contract and its member base. The Dealer proceeds to submit the completed order price sheet with Sourcewell member info and a copy of the customer PO. Upon receipt, Westward inspects the submitted PO, confirms the Sourcewell member number online and checks that prices are inline with the contract (specific freight and PDI charge is at dealer discretion but must be within reasonable terms), Upon delivery to Dealer, a completed PDI is requested. Westward records the PDI and completed Warranty registration card. Typical dealer agreement OEM terms and conditions may apply between dealer and Westward. Westward does vet new dealers with lengthy dealer application forms to make sure that servicing equipment is satisfactory to become a Westward dealer. Westward also recommends and promotes dealer servicing requirements to be a Westward dealer. Dealers must comply with warranty statements. When a warranty claim is created, Dealers call Westward for a claim ticket number which then allows Westward to track the repair and timeline. Some dealers may offer additional servicing programs such as ongoing preventative maintenance programs chosen at the customer's discretion. See examples of a dealer/customer PO. Westward has had good success in making the program easy for dealers to offer and easy for Westward to monitor.	*
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	A majority of Westward's authorized dealers do accept credit cards, therefore the member may use P-Cards at a majority of the dealer network. Each dealer may have limitations on the size of the transaction by P-Card. Extra fees may apply. See attached dealer sheet for some information. This information may change from time to time as dealers change internal metrics.	*
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 Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Westward's mission is to offer Sourcewell members a premium quality product at a very competitive price point. Westward is leading innovation at this time by offering superior standard long lasting Lithium-Ion batteries and many more market leading features all at attractive price points. Pricing will be updated annually or at time of a major product change/release. Each base vehicle will be discounted off of the published MSRP list. All of Westward's base vehicles for the US market will offer a 4% discount, additional 1% volume discount (10+ units) off of the base vehicle MSRP. Canadian Canoe customers will have Canadian published MSRP sheets at better than current US currency exchange rates, as well as 4% off of the base vehicle MSRP. Westward publishes Canadian MSRP sheets that are priced better than current US exchange rates to assure that pricing is inline with the competitive landscape in Canada. This information is listed on all price sheets, transparency is key. Discounts are exclusive of Admin fee. Westward's offering for standard Lithium-Ion and robust fleet vehicles is extremely competitive in the marketplace.. All price sheets with all skus are attached.	*
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.	All base vehicles pricing for Sourcewell and Canoe members will be 4% off of MSRP.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	Additional 1% discount off the base vehicle volume rebate 10+ units	*
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.	Westward will absolutely offer open market items to Sourcewell members on request. Westward describes such an item as an add-on accessory that is not already on this contract or on the published MSRP sheets. An example would be custom municipal lighting installs. The item may be installed by the Westward dealer base or by the Westward. The open market item and or install of these items will be quoted to the member base at fair market value and or MSRP and be represented on invoices as a separate open market line. Labor for the install will be built into the line item quote, at published shop rates and per posted job times for such an install. Each install may vary in complexity and should be quoted on a case by case basis. Dealer and Member base can negotiate an agreeable price.	*

66	<p>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.</p>	<p>Westward's vehicles generally arrive at the Dealer near ready for delivery with minimal assembly needed. To ensure customer satisfaction and accurate goods receipt, Westward dealers perform a Pre Delivery Inspection(PDI) checklist. The costs for this vary per dealer and are not listed on our price list. Any PDI fee's required will be listed separately and or combined with any required shipping or local delivery fee at time of quotation. Most of the Westward dealer network prefers receiving vehicles at branch locations, and then delivering them directly to their customers and performing a no-charge vehicle walk around (assuming location is not highly remote). The key is to have reasonable and transparent prices for the customer. Westward monitors incoming purchase orders to assure dealers are respecting terms.</p> <p>If additional customer specific installs are requested by the customer, Westward dealers will quote open market items at fair market value or MSRP. Labor for the installs will be quoted at published shop rates and respecting any published job rates from manufacturers. Every install does vary in complexity and therefore will be quoted at time of request by each dealer for customer review. These installed items will be listed separately as open market items.</p> <p>Westward and its dealers are willing to provide further extensive service training as requested by customers and will be quoted on a case by case basis. Some vehicles may require titles, licensing, or State specific fees (eg. tire fee). These items will be quoted by dealers at fair market value and are not subject to any Sourcewell discounts.</p>	*
67	<p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>Freight is additional, and will be quoted at the time the Sourcewell member requests the vehicle quotation. Freight will be quoted individually to each member. Westward will utilize their quantity freight discounts to pass on savings to the member. Westward is based in Wlnnipeg, the geographic centre of North America, and Winnipeg contains significant and diverse trucking operations offering very competitive rates across the continent. Westward encourages and helps organize its dealer base to ship multiple orders per trailer to maximize savings on freight per customer. Freight varies by distance and units ordered. Westward is frequently sending out multiple quote requests to preferred carriers before any units are picked up for dealers. Local delivery fees at market value may apply, notably in high density areas like New York or San Francisco. Westward will also allow members to utilize their own means of transportation if they believe this to be to their advantage. Customers are welcome to have units picked up by their desired shipping agency.</p>	*
68	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>Being based in Canada Westward is well equipped to ship units at competitive rates through out Canada's main populated areas. Remote areas such as the Northern territories or Newfoundland will be quoted on a case by case basis. Alaska and Hawaii shipments typically board a vessel from Seattle or Vancouver. Local delivery fees may apply if a local third party is needed for remote delivery, these fees will be added as a line on the original dealer quotation. Shipping quotes go through the same process of asking Westward preferred carriers of best quote possible, transparency is key. Volume discounts will be passed on. The customer is also welcome to use thier own preferred carrier and pick up the vehicles.</p>	*
69	<p>Describe any unique distribution and/or delivery methods or options offered in your proposal.</p>	<p>Westward is typically set up as FOB Winnipeg. Winnipeg is in the geographic center of North America and it contains a significant amount of diversified long haul freight carriers. Dealers create accounts with a few of our recommended preferred carriers. Using our preferred carriers through a Westward tendered process offers dealers and customers very competitive pricing. Units ship clean as Westward most often uses enclosed trailers. Once vehicles arrive at the dealer, dealers perform a PDI check list, often clean the car a second time, and deliver the vehicles direct to customer with their own trailers(assuming locations are not highly remote). A professional and personal touch as customers are not expected to come pick up their vehicles.</p>	*

70	<p>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>	<p>Westward believes it has successfully developed a system to monitor pricing compliance for Sourcewell members. Westward allows all dealers to quote their customers utilizing the Sourcewell contract. In return Westward asks for a full Westward price sheet completed inclusive of customer info and Sourcewell member number, as well as a copy of the customers PO. These two documents are then compared for any discrepancy.</p> <p>It is imperative to note that all Westward published dealer and MSRP sheets contain the Westward vehicle sku price, and adjacent is the Sourcewell discounted sku price. Westward always displays the Sourcewell price along next to our published MSRP so that all agencies know of the available price and contract.</p> <p>All order sheets list the Sourcewell contract number. A unique vehicle number exists for identifying Sourcewell member orders. From time to time, our order receiving staff reaches out to customers to verify satisfaction and if Sourcewell contract was used. Westward minimizes costs to the dealers associated with using the Sourcewell contract as to encourage engagement. If during our post audit contact the dealer is found to intentionally not list the Sourcewell contract the dealer will be at risk of losing Westward as a product line.</p> <p>Westward will pay Sourcewell for all administration fees under this contract.</p>	*
71	<p>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.</p>	<p>Westward performs quarterly reviews with its dealers and reviews sales figures per territory as well as Sourcewell member sales. If any territories are lacking Sourcewell contract engagement, Westward will cover the topic of further Sourcewell education with that partner. However use of the contract has been growing and will continue to grow.</p> <p>It is extremely clear to Westward that the contract has been very successful for its customer base and growing at a healthy rate. When first awarded in 2021, a large percentage of our customer base was not yet very familiar with the cooperative. Westward took it upon itself to promote and broadcast to its dealer base and customer base. After only 4 short years, contract awareness and acceptance has truly grown, many customers now proactively our dealers if Westward is an awarded vendor.</p> <p>Westward has seen a steady increase of orders from its customer base transact under the 122220 contract. Although 2020 and 2021 were slow due to the Pandemic, recent growth has been solid and much more is expected. Larger historical customers of Westward such as the City of San Diego and the City of Santa monica, customers that typically wanted to respect their traditional procurement methods, are now using or reviewing the Sourcewell contract to purchase over \$1,000,000 each of Westward parking enforcement vehicles. Westward always promotes the contract. Two years ago, Westward was seeking a 35+ unit order from UNCC Charlotte. Their procurement staff did not believe they could use Sourcewell. Westward called on its Sourcewell contacts, organized a call to work through compliance questions. Several months later Westward was awarded just near \$1,200,000 of utility vehicles on the Sourcewell contract.</p> <p>Westward does still work with a few large municipal customers that prefer their existing procurement methods, however progress of contract acceptance is happening across the board. One recent highlight is momentum with the Canoe contract in Canada, only 2-3 years ago awareness was limited, however most recently contract awareness is growing quickly. Westward envisions in the short term future that a majority of its municipal and higher ed sales come in via the contract, and a 15-20% annual growth rate is achievable.</p>	*
72	<p>Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an 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.</p>	<p>Westward proposes and agrees to pay 1% administrative fees on sales of whole goods received via the Sourcewell contract. Excluding shipping, pdi, additional training or travel requests, open market items, LPR fees.</p>	*

Table 7: 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.	better than

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
74	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>GO-4 Parking Enforcement Utility Vehicle: Is the superior vehicle available on the market for municipal parking enforcement. Please see all attached brochures and specifications for more detail. The GO-4 has been primarily tailor built for the needs of parking enforcement, or any other purpose where a center operator vehicle with easy access to the curb is needed. The GO-4 allows for one operator to easily navigate congested areas, with one wheel up front the vehicle boasts a 9-foot turning radius, the best in the industry. The chassis consists of an extremely tough 2.5-inch powder-coated steel unibody roll bar offering unparalleled protection. Upon exit each side offers a split-level sliding door, the operator can choose to close the bottom half of the door or the entire door. Being a center operator drive vehicle, the operator can choose which side to exit and always exit on the safe side of the vehicle, thus avoiding traffic flow. A narrow width of 54 inches, allows the GO-4 to perform its duties with minimal interruption to passing traffic. Roof lighting at over 6 feet in height allows for excellent visibility. The GO-4 can be purchased with a highly efficient KIA gasoline 3-cylinder automotive engine, or a fully electric platform with a selection of Lithium-Ion battery packs. The GO-4 has many useful options such as a premium air ride seat, air conditioning, Bluetooth radio, full-length rear-view mirrors for increased visibility, back up sensors, nerf bars, safety glass film for operator protection and more. As a customer convenience, Westward works closely with industry leading ALPR companies such as Genetec Autoviu to offer ALPR hardware integration at the factory, allowing the vehicle to arrive ready for final configuration and ALPR training. The GO-4 has been in production since the 1990's and still to this day is considered a leading method of parking management. A small sample of cities that continue to use the GO-4 are San Diego, San Francisco, Seattle, Las Vegas, Chippewa Falls, Princeton, Cleveland, St. Petersburg, Missoula, Hoboken, and many more. Westward has had notable success in promoting the Sourcewell award with numerous cities' procurement leads. Most recently City of Santa Monica, recently awarded Westward over 1 million dollars of vehicles via the contract. Westward expects more growth to come as other well-known cities are reviewing the contract to potentially transition their GO-4 procurement through the Sourcewell awarded contract.</p> <p>GO-4 XTF Utility flat deck: The XTF model has been designed specifically for public works agencies requesting a GO-4 platform with the addition of a full size 5-foot rear deck allowing for increased cargo. Equipment and accessories installed such as pylons, street line painting, water meter reading, and vector control, are typical market applications. Westward has had success promoting this unit to the public works department of water meter reading. Some municipal customers have expressed interest in adopting this longer platform with cargo deck for the parking enforcement market, research and engineering is being finalized to accommodate this request.</p> <p>GO-4 XTR Utility refuse hauler: was developed as a result of numerous municipal city sanitation customers such as the Scarsdale NY, requesting that Westward consider producing a refuse hauler that meets their fleet needs. These cities were historically operating side by side UTV's with third party refuse installs, as such vehicles were not designed for daily fleet activity, these fleets experienced terribly high maintenance expenses. Westward in result launched the GO-4 XTR. The XTR has proven a successful compact refuse hauler in a demanding fleet operation, Scarsdale NY operates 20-25 units on a daily basis. Many other cities such as Fox Point, WI, and Lake Forest IL, use these units daily for gated community driveway collection. The XTR offers a rear 1.75 or 2 cubic yard poly bin with hydraulic pump that has been outfitted to a reinforced powder-coated chassis with a 1000 lb total payload capacity. The XTR is effectively the most compact and nimble refuse hauler on the market. It has applications for gated communities, marinas, zoos, large museums, large commercial complexes, city fleets, city promenades, campuses and more. The Smithsonian in Washington D.C. operates several for their refuse needs.</p> <p>The MAX-EV Line. 4 wheel Utility, ORV (off-road vehicle) and LSV (on-road low-speed vehicle): The MAX line has been designed from the ground up with today's technologies and creature comforts. The MAX line seeks to transition fleets away from emission polluting vehicles to a dependable BEST in class long lasting Lithium-Ion utility vehicle. A fiberglass epoxy fastened cab provides a smooth and quiet</p>

ride, and state of the art drivetrains provide a smooth and dependable ride. The MAX-ORV is the entry level non-street legal version of the MAX-EV LSV. All Westward vehicles are robust in design and feature the following items as standard features: robust tubular chassis (zinc primed and heat baked powder coated), automotive drivetrain grade components, four-wheel hydraulic disc brakes providing strong braking, and full independent suspension with McPherson struts and or trailing arms. Add options like wide fender kits and turf tires or ATV style knobby tires. Pair knobby tires with optional dual motor 4wd and the MAX-ORV can go anywhere a typical ICE driven off-road fleet utility vehicle can go. Order as an open concept or fully enclose the cab with Heat and factory A/C. An excellent alternative to fuel burning options that still dominate the market. Four battery pack options are available to allow the customer to choose the range they may need. The MAX-ORV, new to market, has endless possibilities to be a game changer for fleets seeking a sustainable off-road workhorse.

The MAX-EV LSV (low-speed vehicle) is the street legal version of the MAX-ORV. Westward believes it has designed, launched, and now supports the best LSV in the market. The MAX-EV is designed more like a compact electric utility truck, whereas most of the market offers an upgraded golf cart utility vehicle. As a domestically produced North American product, service support and parts availability is second to none. Standard options include roof, DOT windshield, wiper and motor, DOT braking and turning lights, horn, large color display with standard backup camera and technical info, hill assist safety braking, coastal one pedal regenerative braking, a standard 1000lb total payload with optional upgrade, and a comfort-forward twin passenger configuration. The MAX-EV offers a long list of options and accessories for various industries, to mention a few: optional powder-coated steel doors and a well sealed cab, heat, factory direct air conditioning, Bluetooth radio, nerf bars, back up sensors, tow hitch, van body, van body with refrigeration (being designed), tool box, ladder rack, clamping deck walls, taller deck walls for landscapers, snow plow mounting plate, and more. Westward seeks to integrate more third-party work accessories from market leading companies that cater to municipal needs such as brine spreaders, fertilizers spreaders, vector control and more.

The MAX-EV 4wd is one of the world's first fleet forward electric utility vehicles, boasting a 4-wheel drive dual motor drivetrain designed for government and commercial fleets. This model has a motor in the front and the rear, delivering extreme traction while minimizing range reduction. Power is distributed as needed and is designed to not exceed what the battery can deliver. Use the MAX in loose soil like parks and recreation, landscaping, beach communities, or in snow and ice during cold Winter months. Add a knobby tire wide fender kit for extreme traction. The MAX-EV 4 Pass is Westward's first foray into the multi-passenger shuttle work vehicle market. Many of Westward's existing MAX 2 passenger customers are quick to add 4 passenger versions into their fleet mix, as they address needs for passenger transportation. A full 4-person cab allows for ample head and leg room. Solid steel powder-coated doors enclose the vehicle and offer a quite smooth ride. Customers choose the battery pack sizing according to their own range needs. Lithium-Ion offerings are standard and reasonable priced.

The MAX-EV 2 or 4 pass appeals to a broad and growing list of customer markets. Such as but not limited to city fleets, public works, corporate yards, university campuses, landscaping, insect control, refuse hauling, last mile delivery, golf course landscaping and irrigation, refrigerated services, basic transportation, equipment hauling, snow plow needs, brine or fertilizer spreading, and more.

The MAX-EV EMS. Due to the request of some existing clients, and a new client being the City of Arlington TX. A new EMS model has recently been developed and is in preproduction phase. This is targeting markets such as city promenades, stadiums, universities, where quick EMS access is needed in a congested environment. Designed to fit a standard size gurney, 3 passengers, and additional equipment medical accessories. Standard Lithium-Ion offerings.

MAX-EV Van box for Food Delivery. The MAX van body has been engineered to easily fit interior rigid insulation, creating a well insulated delivery compact van for congested areas. Integration of an onboard refrigerative unit is in development. A future option warming oven option is under review.

MAX-EV 3-wheel utility or transport vehicle: The MAX-EV 3 is a tadpole design with 2 wheels up front and one in the rear. The MAX transition to 3 wheels allows for greater speeds (40-45 mph) than the 4-wheel LSV (low-speed vehicle) model. A twin passenger unit with reduced rear payload, this vehicle is designed for Parking Enforcement, light quick transport, mail or food delivery, campuses and more. Many of the same options as listed above in the MAX-EV LSV will be available such as Air Conditioning and ALPR install.

Third party ALPR camera system installs. Automatic License plate recognition systems have become an integral part of curb and parking management for today's cities. As a convenience to municipal customers, Westward has formed strategic partnerships with the largest North American ALPR provider, Westward is approved to install ALPR hardware directly at the factory. This offering greatly streamlines the process of sourcing the vehicle and ALPR provider separately. As Westward does not produce this item and ALPR pricing may change, it will be quoted as an open market item on a case-by-case basis at MSRP or fair market value.

Westward partners with RedTail Telematics to offer fleet GPS telematics on request.

		<p>GPS tracking, driving behavior, geofencing and more is available with this feature. Westward has not yet made this a formal published item as demand has derived from only several specific customer requests. Generally speaking, Westward's municipal customers often have predetermined telematic systems already in use, therefore at this time this is a customer convenience upon request. Pricing will be quoted as an open market item at MSRP or fair market value.</p> <p>Models in cue for production: MAX-MINI EV. A shortened wheelbase with smaller rear compartment at a reduced price point. A solution for cities and universities needing a simple people mover with a lighter and smaller rear payload. This version will also allow for improved shipping costs due to the shortened wheelbase and increased unit per trailer quantity. Estimated production is early/mid 2025. MAX-EV 6 or 8 passenger LSV. Westward has been receiving significant dealer and customer requests for a longer, more passenger centric vehicle for the passenger shuttle market. Still under design, this longer wheelbase vehicle with more focus on passengers than work tasks is estimated to be ready for production by late 2025, early 2026. MAX-EV Hybrid drivetrain. Still under review and early engineering. The MAX-EV hybrid will house an onboard compact generator powering the Lithium-Ion Battery, reducing the need for fleets to plug in every unit every day. In many States the current electrical grid is already quite taxed, adding hundreds of charging stations is not always feasible or possible. An on-board generator would help reduce the need for such demanding infrastructure. Estimated preproduction model is 2026/27. Autonomous pilot testing. Westward is working with an autonomous systems developer in Ontario to test our MAX vehicle on their testing track with full autonomous driving. This future option is to offer an autonomous platform for university campuses, downtown city centers, seeking a passenger shuttle. Production estimate is still in progress.</p> <p>**Note: All Westward models come standard with an ultra robust 2.5 inch steel powder coated chassis providing superior operator safety, automotive grade components, possible remote diagnostics and or full OBD2 optional scanning equipment.</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>All of our vehicles fall under Utility or Transport. Potential sub-categories may be: Low-speed vehicles Off-road vehicles Off-road and on-road low-speed 4wd vehicles Parking enforcement vehicles Small passenger shuttle vehicles Emergency services low-speed vehicle Tow vehicles Low-speed vehicles with snow plow mount Electric utility vehicles</p>
76	<p>Identify the engine types available for your products (e.g. gasoline, diesel, CNG, propane, hybrid, electric etc.)</p>	<p>Primarily electric, with some gasoline driven models. Hybrid under development.</p>

Table 8B: 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	Utility vehicles, task vehicles, cargo quad cycles, cargo tri cycles , golf carts, low-speed vehicles (LSV)	<input checked="" type="radio"/> Yes <input type="radio"/> No	The MAX line has proven to be an excellent, robust, long-lasting option for government use as a Task specific utility vehicle or a low-speed vehicle. *
78	Parking enforcement, patrol and EMS solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	The GO-4 is the market leading parking enforcement vehicle. The MAX line will shortly offer an EMS configuration. *
79	Passenger shuttles, burden carriers, tow tractors, baggage trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	Four passenger MAX in production, with larger capacity version in development. The MAX can currently tow 1500 lbs of cargo or baggage. Greater towing capacity is being designed. *
80	Side-by-sides, all-terrain vehicles (ATV), snowmobiles, motorcycles, personal watercraft, amphibious vehicles, autonomous vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	The new MAX-ORV would fall into the side by side all-terrain category, It is classed as an ORV off-road vehicle with optional 4wd. Autonomous vehicle in early testing. *
81	Food and beverage solutions, athletic and campus-use vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	The MAX-EV has proven to be an excellent option as a robust long-lasting campus-use vehicle. An insulated van body can be added for Food and beverage solutions. Cooling for the van box is under development.

Table 9: 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](#) - 1 - Pricing and Specs.zip - Saturday August 24, 2024 15:11:04
- [Financial Strength and Stability](#) - 2- Financials.zip - Saturday August 24, 2024 15:11:26
- [Marketing Plan/Samples](#) - 3- Marketing Plan and Samples.zip - Saturday August 24, 2024 15:15:07
- [WMBE/MBE/SBE or Related Certificates](#) - 4 - Certificates.zip - Monday August 26, 2024 10:26:59
- [Standard Transaction Document Samples](#) - 5- Transaction Documents.zip - Saturday August 24, 2024 15:18:00
- Requested Exceptions (optional)
- [Upload Additional Document](#) - 7 - Additional Documents.zip - Saturday August 24, 2024 15:09:59
- 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. - Chris Franz, Vice President and Co-owner, Westward Industries Ltd

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 3 Utility Transport Golf Vehicles RFP 091024 Wed August 21 2024 02:38 PM	<input checked="" type="checkbox"/>	1
Addendum 2 Utility Transport Golf Vehicles RFP 091024 Tue August 13 2024 01:08 PM	<input checked="" type="checkbox"/>	1
Addendum 1 Utility Transport Golf Vehicles RFP 091024 Wed July 24 2024 09:44 AM	<input checked="" type="checkbox"/>	1