



## **Solicitation Number: RFP #032824**

### **CONTRACT**

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

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

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

#### **1. TERM OF CONTRACT**

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

**EXPIRATION DATE AND EXTENSION.** This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

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

### 3. PRICING

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

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

- Identify the applicable Sourcewell contract number;

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

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

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

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

### **11. INDEMNITY AND HOLD HARMLESS**

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

### **12. GOVERNMENT DATA PRACTICES**

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

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:

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



b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

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

3. *Use; Quality Control.*

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

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

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

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

#### **15. FORCE MAJEURE**

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

#### **16. SEVERABILITY**

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

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

## **19. COMPLIANCE**

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

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

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

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and



records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

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

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

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

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

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

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

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

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

**22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Certified Stainless Service Inc.,  
dba West-Mark

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer

DocuSigned by:  
*Steve Buckner Jr.*  
662266554621404...  
By: \_\_\_\_\_  
Steve Buckner  
Title: Director of Business Development and  
Government OEM Product Sales

Date: 7/3/2024 | 11:24 AM CDT

Date: 7/3/2024 | 6:56 AM PDT

# RFP 032824 - Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

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## Vendor Details

Company Name: West-Mark  
Does your company conduct business under any other name? If yes, please state: CA  
Address: 2704 Railroad Ave.  
Ceres, CA 95307  
Contact: EVAN CUSTER  
Email: bidsearch@west-mark.com  
Phone: 209-343-3114  
Fax: 209-343-3114  
HST#:

## Submission Details

Created On: Friday February 16, 2024 11:13:52  
Submitted On: Thursday March 28, 2024 11:17:01  
Submitted By: EVAN CUSTER  
Email: bidsearch@west-mark.com  
Transaction #: 7e6bb1b7-5339-4372-9915-ab5bef07e41a  
Submitter's IP Address: 104.187.238.217

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

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Certified Stainless Service, Inc. dba West-Mark
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	No Subsidiary entities
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	DBA West-Mark
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1HJ27
5	Proposer Physical Address:	Certified Stainless Service, Inc. 2704 Railroad Ave. Ceres, CA 95307-4600
6	Proposer website address (or addresses):	<a href="http://www.west-mark.com">http://www.west-mark.com</a>
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Certified Stainless Service, Inc. dba West-Mark Authorized Representative:  Name: Steve Buckner  Title: Director of Business Development and Government OEM Product Sales  Address: Certified Stainless Service, Inc. 2704 Railroad Ave. Ceres, CA 95307-4600  E-mail address: sbucknerjr@west-mark.com  Phone: (209) 402-7779
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Certified Stainless Service, Inc. dba West-Mark Primary Contact for this proposal:  Name: Steve Buckner  Title: Director of Business Development and Government OEM Product Sales  Address: Certified Stainless Service, Inc. 2704 Railroad Ave. Ceres, CA 95307-4600  E-mail address: sbucknerjr@west-mark.com  Phone: (209) 402-7779
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Certified Stainless Service, Inc. dba West-Mark Alternate Contact:  Name: Chris Portman  Title: President of Military Business Development  Address: Certified Stainless Service, Inc. 2704 Railroad Ave. Ceres, CA 95307-4600  Email address: cportmann@west-mark.com  Phone number: (209) 356-3318  Name: Evan Custer  Title: Assistant Manager of Government Business Development  Address: Certified Stainless Service, Inc. 2704 Railroad Ave. Ceres, CA 95307-4600  Email address: ecuster@west-mark.com  Phone number: (209) 484-4039

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

Line Item	Question	Response *
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<p>10</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>West-Mark's Brief History:                  West-Mark originated in Modesto, California in 1967 to fill a need for the manufacturing and repair of tank transportation equipment in the dairy industry. Having established our reputation for excellent workmanship and the use of light weight equipment for sanitary products, West-Mark diversified our engineering capabilities and began to produce transport tanks of all types by 1973. In the early 70's West-Mark also expanded our product line to serve the fire apparatus industry.                  Our increased volume, due to customized quality equipment and dedication to customer service, necessitated moving to a larger facility in 1969. Focused on staying located in central California, we chose a site in Ceres, California and moved our company. The Ceres location is now West-Mark's established Headquarters.                  Over the past 40 years, West-Mark has experienced steady growth, and has expanded from our one location in Ceres to many additional locations. Currently, West-Mark has manufacturing and fabrication facilities in Atwater and Ceres, California; repair facilities in Ceres and Bakersfield, California; a fire apparatus division in Ceres, California; and a repair facility in Fairbanks, Alaska.                  Today West-Mark has the ability to accommodate any tank transport business needs. West-Mark owns and operates the most extensive facilities of like kind in the United States. West-Mark's facilities provide the manner and means for West-Mark to diversify Operations. These facilities have broadened West-Mark's manufacturing capabilities, allowing West-Mark to manufacture new products, adding variety to our growing product list. Some of the product models added are specialty equipment items including D.O.T. Code tanks, and aircraft re-fueler tanker trailers built to specified military standards.                  West-Mark is now able to offer a selection of different material types to our customers. The use of different materials in manufacturing and fabrication processes adds flexibility to each product model's strength, capacity, and functional ability, and grants our customers more precise customization options. Some material options that West-Mark can now offer to our customers include stainless steel, aluminum, and mild steel.</p> <p>West-Mark's Core Values:                  Integrity: We shall act in a real, honest, ethical manner, and we will do what we say we are going to do.                  Customer Focus: We will stay focused on our customers and users and provide products and services that meet or exceed their quality expectations.                  Team Member Empowerment: Our team members shall be empowered to contribute and improve the company, their teams, and themselves.                  Community: We will recognize that we are part of a larger community of family, neighbors, suppliers, and others.                  Growth with a commitment to excellence: We will innovate, grow, and recognize continuous improvement in our business environment.</p> <p>West-Mark's Business Philosophy:                  West-Mark's Mission Statement, "Our Brand Promise" - "West-Mark, the leading fluid transportation equipment full-service company in North America."                  West-Mark's Vision - "West-Mark is the trusted innovative leader of transportation products globally."                  "One West-Mark" Beliefs -                  Respect for all                  West-Mark family                  Open communication                  Mistakes are dealt with honestly and fairly                  Sense of ownership                  Sense of empowerment                  Strong teamwork                  Continuous improvement and learning                  Opportunities for growth and enhancement</p> <p>West-Mark's Longevity with Class 4-8 Chassis, Related Equipment, Accessories, and Services in the Industry:                  West-Mark has been in business since 1967 making tank trailers however in 1972 a local fire department requested that we build them a Fire truck due to our tank quality. Since that time we have increased exponentially in tank truck manufacturing. Currently our truck line produces almost 40% of the vehicles that come out of our manufacturing plant. West-Mark works very closely with chassis manufacturers to ensure that we leverage each chassis suppliers strong points. As a Truck Equipment Manufacturer (TEM) we are constantly training with different Chassis Primes to stay up to date with the latest electronic options available and interfacing with the chassis'. Today's trucks are not something a body mounts too, they are sometimes complex when needed and taking the necessary steps to ensure a complete build up will have years of fault free service is something that West-Mark takes pride in. Something as simple as adding too many lights to a truck with the incorrect amp draw can cause issues for a TEM. West-Mark understands this and employs a truck engineer who has 20 years of shop experience. The hands on experience of our Truck Engineer along with our OEM relations to all of the major chassis manufacturers results in a quality product that is the right fit for the job it is intended to do. West-Mark has been involved as a consultant with Navistar, Freightliner, and Paccar for TEM interface. In 2009 West-Mark build the TEM Innovator truck for Navistar see attached photos. The Innovator truck was specifically designed to showcase all of the items Navistar had available for TEM's to interface with on the chassis. These items included Remote Stop-Start and lighting sequencing along with load management of power for aftermarket items installed. Included is a Statement of work entitled International Demo Truck. West-Mark is leading the way on Truck interface to ensure operators have a safe and reliable vehicle to operate.</p>
<p>11</p>	<p>What are your company's expectations in the event of an award?</p>	<p>In the event of an award, West-Mark holds high expectations to result from what will then become a collaborative relationship between Sourcewell and West-Mark. If awarded, West-Mark anticipates the immense opportunity that will accompany our selection as a trusted vendor by one of the most highly esteemed Public Procurement Cooperative Purchasing Units in the market: Sourcewell. With Sourcewell's extensive outreach, ranging from large state and local government bodies, to the education sector, and further on to those small, yet essential, 'for-cause' not-for-profit entities, West-Mark is excited for the opportunity to serve this broad range of most vital community organizations; specifically, the opportunity to offer valuable, quality products and solutions that would otherwise be unaffordable or unavailable to these unique organizations.                  Through the West-Mark-Sourcewell contract, if awarded, West-Mark will provide quick, simple, and valuable solutions to our customers and to Sourcewell participating entities through the use of the Sourcewell contract in making our solutions available. West-Mark is eager to market our products to current Sourcewell participating entities. West-Mark is further inspired to encourage our Sourcewell-eligible customers, that are not currently Sourcewell participating entities, to pursue becoming a Sourcewell participating entity and unlock the infinite value that Sourcewell makes available to its participating entities. The value of becoming a Sourcewell participating entity is so vastly immeasurable due to the extensive depth and breadth of Sourcewell's knowledge of the current market in all facets and aspects. Knowledge of market deficits and needs that are unique to different economic markets, which pricing structures and financing options are conducive to the needs of individual market sectors, the communal philosophy and supportive intent that sparked the creation of Sourcewell's Collaborative Purchasing Program, and Sourcewell's willingness to educate others by making its extensive resources available to participating entities.</p>

12	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>Throughout West-Mark's 57 years in operation, our focus financially has held steadfast on maximizing the value of our internal resources. While maintaining consistent ownership and keeping the majority of our staff members with a minimal turn-over rate, West-Mark has continuously financed our growth internally. West-Mark exercises conservative, responsible financial practices, including the re-investment of equity, that have allowed for our steady growth and simultaneous development of strong financial relationships with our financial partners, our vendors and our customers.</p> <p>West-Mark's strong financial relationships are characterized by \$16M in lines of credit with highly rated national banking and financial institutions.</p> <p>Over the past 20 years, West-Mark has produced an average growth in Revenue of 10+% while also maintaining positive growth in our Net Income.</p> <p>West-Mark successfully maintains strong financial ratios in all key measurements of financial strength and solvency. The results of West-Mark's focus and dedication to growing from within are indisputable as evidenced by our strong credit scores, long standing positive relationships with our financial partners, and supported by third-party evaluations of our financial stability.</p> <p>See the attachment on the "Downloads" page for this submission, under item (1) Financial Strength and Stability, titled "Financial Strength," for a comprehensive understanding of West-Mark's strong financial position. The attached document contains:                  -Experian Credit Report dated 03.21.24.                  -Banking reference letter from BMO dated 03.19.2024.                  -Letter of Financial Solvency and Company Viability from Atherton &amp; Associates dated 06.05.20                  -Dun&amp;Bradstreet Risk Management Report</p>
13	<p>What is your US market share for the solutions that you are proposing?</p>	<p>West-Mark's United States market share for the solutions that we are proposing is approximately 1% when calculated as an average of our share of the market in each of the fifty United States. Examples of our market share in a few of these states include a 5% market share in the state of California, 5% in Hawaii, and 20% in Alaska. We have a modest average of 0-2% market share in the remaining states. In addition to our own manufactured products, we have leveraged relationships with a several OEM Partners and are currently in discussions with additional Partners. We have negotiated and successfully formed strategic relationships which is ever increasing West-Mark's brand name awareness. West-Mark has strategic partnerships with the following:</p> <ol style="list-style-type: none"> <li>1. Freightliner Trucks of Portland, OR with 829 dealers, We are an authorized reseller of their trucks to Federal, State &amp; Local Gov. agencies as well as commercial customers, offering their complete line of products.</li> <li>2. Acela Truck Company of Bozeman, MT. We are an authorized reseller/dealer of their products to Federal, State &amp; Local Gov. agencies as well as commercial customers, offering their complete line of products.</li> <li>3. Cementech, Inc. of Indianola, IA. We are an authorized reseller/dealer of their products to Federal, State &amp; Local Gov. agencies as well as commercial customers, offering their complete line of products. Cementech has 77 Dealers in the U.S. &amp; Canada.</li> <li>4. Hi-Vac Corporation of Marietta, OH with 27 dealers between the US and Canada. We are an authorized reseller/dealer of their products to Federal, State &amp; Local Gov. agencies as well as commercial customers, offering their complete line of products.</li> <li>5. Interstate Truck Bodies of Phoenix, AZ. We are an authorized reseller/dealer of their products to Federal, State &amp; Local Gov. agencies as well as commercial customers, offering their complete line of products.</li> <li>6. FlowMark of Kansas City, MO. We are an authorized reseller/dealer of their products to Federal, State &amp; Local Gov. agencies as well as commercial customers, offering their complete line of products.</li> <li>7. Interstate Trailers of Mansfield, TX with over 275 dealers nationwide. We are an authorized reseller/dealer of their products to Federal, State &amp; Local Gov. agencies as well as commercial customers, offering their complete line of products.</li> <li>8. Kaufman Trailers of Lexington, NC &amp; Bennettsville, SC. We are an Authorized reseller/dealer of their products to Federal, State &amp; Local Gov. agencies as well as commercial customers, offering their complete line of products.</li> <li>9. Doonan Specialized Trailers of Great Bend, KS. We are an authorized reseller/dealer of their products to Federal, State &amp; Local Gov. agencies as well as commercial customers, offering their complete line of products.</li> <li>10. Dorsey Trailers of Elba, AL. We are an authorized reseller/dealer of their products to Federal, State &amp; Local Gov. agencies as well as commercial customers, offering their complete line of products.</li> <li>11. Trail-Eze of Mitchell, SD. We are an authorized reseller/dealer of their products to Federal, State &amp; Local Gov. agencies as well as commercial customers, offering their complete line of products.</li> <li>12. Four Degree Trailer Company of Kewanee, IL. We are an authorized reseller/dealer of their products to Federal, State &amp; Local Gov. agencies as well as commercial customers, offering their complete line of products.</li> </ol>
14	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>West Mark's market share in Canada is 2%. All of our Canadian transactions are completed by direct sales between West-Mark and the purchasing Government Entity end user. We have an internal International Sales Representative who pursues the Canadian government and replies to RFPs/RFQs and solicitations posted for Canada. West-Mark is subscribed to a U.S. &amp; Canada government bid site that lists bid postings for Canada that we submit bid proposal responses to. This same site also provides us access to the buying agencies' names and contact information for those U.S. &amp; Canada entities that are also subscribers to the website. West-Mark will use this list of buying agencies to leverage our market share in the U.S. and in Canada, if a Contract is awarded. Part of our growth plan is to become more active in the Canadian market and currently, we are actively seeking opportunities that will expand our network and increase our presence in the Canadian market. Additionally, our Manager of Dealer Sales is in discussions/negotiations with Dealers and Representatives in Alberta and Ontario and is currently leveraging past relationships in other provinces.</p>
15	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>No, West-Mark has never petitioned for bankruptcy protection.</p>

<p>16</p>	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>West-Mark is best described as an OEM (Original Equipment Manufacturer) although we now have a large distributor/dealer/reseller portfolio managed by our OCM (Outside Contract Management) group.</p> <p>West-Mark employs Fifteen (15) sales personnel all of whom will be trained and available to support the Sourcewell members throughout the entire U.S.</p> <p>Our sales staff includes:</p> <ul style="list-style-type: none"> <li>- Seven (7) located at our facilities in CA.</li> <li>- Three (3) located at our TX office</li> <li>- One (1) located at our facilities in AK</li> <li>- Four (4) Sales Representatives cover the following geographic territories:             <ul style="list-style-type: none"> <li>• North-Eastern</li> <li>• Mid-Western</li> <li>• South-Eastern</li> <li>• North-Central</li> <li>• South-Central</li> <li>• North-Western</li> <li>• South-Western</li> </ul> </li> </ul> <p>With physical presence when needed in the following states OH, NC, PA, WI, MN, TN, CA, AK, FL, TX.</p> <ul style="list-style-type: none"> <li>• West-Mark has three (3) company-owned services facilities and hundreds of additional service facilities throughout the U.S. via our nationwide dealer network. Our company-owned service facilities include:             <ul style="list-style-type: none"> <li>- Two (2) Located in CA</li> <li>- One (1) Located in AK</li> <li>- West-Mark is actively pursuing Arizona, Texas, and South Carolina properties for service expansion.</li> </ul> </li> </ul> <p>West-Mark is a dealer and reseller of products outside of our manufacturing portfolio. West-Mark currently has relationships/supplier agreements and is in negotiations with various other OEM's to be able to offer their products on the Sourcewell contract:</p> <ul style="list-style-type: none"> <li>• These OEM's include but are not limited to:             <ul style="list-style-type: none"> <li>o Freightliner Trucks - Class 6 - 8 Chassis &amp; Related Equipment</li> <li>o Kenworth Trucks - Class 6 - 8 Chassis &amp; Related Equipment</li> <li>o Western Star Trucks - Class 7 - 8 Chassis &amp; Related Equipment</li> <li>o Mack Trucks - Class 6 - * Chassis &amp; Related Equipment</li> <li>o Interstate Truck Bodes - Class 4 - 8 Chassis (Ram &amp; Ford Models) &amp; Related Equipment</li> <li>o Hi-Vac Corp. - Class 4 - 8 Chassis (Peterbilt models) &amp; Related Equipment</li> </ul> </li> </ul>
<p>17</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>West-Mark holds the following licenses and certifications including those that we are required to hold, and those that we hold in addition to what is required:</p> <p>See the attachment on the "Downloads" page for this submission, under item (3) WMBE/MBE/SBE or Related Certificates, titled "Related Certificates," for a comprehensive understanding of the licenses and certifications that are currently held by West-Mark. The attached document contains:</p> <ul style="list-style-type: none"> <li>- West-Mark's current W-9 containing our EIN Number dated 01.26.2024.</li> <li>- City of Atwater, California Business License authorizing West-Mark to conduct business in "Transportation Manufacturing," at the Atwater location, dated 08.15.2023.</li> <li>- Foreign Corporation/Certificate of Authority to Transact Business in the State of Minnesota dated 05.21.2020.</li> <li>- NSAI Certificate of Registration of Quality Management System to ISO 9001:2015 dated 01.16.2023.</li> <li>- Certificate of Authority granting West-Mark authorization by the American Society of Mechanical Engineers (ASME) for the scope of activity, "Manufacture of pressure vessels," in accordance with the applicable rules of the ASME Boiler and Pressure Vessel Code dated 09.02.2022 with the expiration date of 09.02.2025.</li> <li>- The National Board of Boiler and Pressure Vessels Inspectors Certificate of Authorization to Register, certifying that West-Mark is authorized to apply the "NB" mark and register boilers, pressure vessels, or other pressure retaining items with the National Board that are manufactured in accordance with ASME Designators: U, dated 09.03.2016 and remaining in effect for as long as the manufacturing organization holds a valid Certificate of Authorization issued by the American Society of Mechanical Engineers.</li> <li>- California Employment Training Panel ETP Contract Single Employer ET24-0117, "Certified Stainless Services Inc. dba West-Mark Training Project," executed on 06/24/2023 for the term 06/24/2023 to 03/03/2025.</li> <li>- MVP NTEA Member Verification Program Distinguished Member - NTEA Manufacturer Member since 2005.</li> </ul> <p>Motor Vehicle Manufacturer and/or dealer licenses are active in the following States:</p> <ul style="list-style-type: none"> <li>• California</li> <li>• Alaska</li> <li>• Hawaii</li> <li>• Idaho</li> </ul> <p>Certificates of Authority to Transact Business in the following States:</p> <p>Note: This is a brief, not all-inclusive list, provided to demonstrate the brevity of States across the United States where we hold Certificates of Authority.</p> <ul style="list-style-type: none"> <li>• Maryland</li> <li>• North Carolina</li> <li>• Georgia</li> <li>• Minnesota</li> <li>• Florida</li> <li>• Illinois</li> <li>• Virginia</li> </ul>
<p>18</p>	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>No "Suspension or Debarment" information has applied to our organization, West-Mark, during the past ten years.</p>

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

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	West-Mark has received the following industry awards and/or recognitions: - NTEA MVP Distinguished Member - ETP Agreement Training Grant
20	What percentage of your sales are to the governmental sector in the past three years	57% of West-Mark's sales are to the governmental sector in the past three years.  West-Mark's sales percentages are: - 5% - State, Local, Municipalities, & Education Sectors - 52% - Federal Government (Includes FMS (Foreign Military Sales)) - 43% - Commercial
21	What percentage of your sales are to the education sector in the past three years	West-Mark has had less than 1% sales in the education sector in the past three years.
22	List any state, provincial, or cooperative purchasing contracts that you hold.  What is the annual sales volume for each of these contracts over the past three years?	West Mark holds/held the following state, provincial, and cooperative contracts over the past 3 years: 1) Sourcewell Chassis Contract (07/2020 - 08/2024) Total Sales Volume in past 36 months = \$5,537,486.00 2) Sourcewell Trailer Contract (12/2022 - 12/2026) Total Sales Volume in past 36 months = \$518,253.00 3) State of Missouri Large Chassis and Related Equipment Contract (01/2021 - 08/2024) Total Sales Volume in past 36 months = \$372,463.00 4) State of Missouri Trailer Contract (01/2024 - 01/2025) Total Sales Volume in past 36 months = \$0.00 5) The Interlocal Purchasing System (TIPS) for Trucks and Trailers (10/2023 - 10/2026) Total Sales Volume in past 36 months = \$0.00 6) Lower Colorado River Authority (LCRA) for Trucks and Trailers (10/2023 - 10/2026) Total Sales Volume in past 36 months = \$54,087.00 7) State of Minnesota Trailers & Accessories (02/2022 - 01/2023) Total Sales Volume in past 36 months = \$30,696.00 8) State of Ohio DOT for Trailers (12/2021 - 12/2022) Total Sales Volume in past 36 months = \$102,713.00 9) State of Ohio Dump Bodies (07/2021 - 06/2022) Total Sales Volume in past 36 months = \$0.00 10) State of Delaware Trailers & Tankers w/ Related Equipment (06/2021 - 04/2025) Total Sales Volume in past 36 months = \$787,520.00
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold.  What is the annual sales volume for each of these contracts over the past three years?	West-Mark does hold a GSA Contract under number GS-30F-018DA. Annual sales from 01-2021 through 03-2024 \$4,527,817.00

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
Yuma County Dept. of Public Works	Santos Guerrero	(928) 341-2500
Marquette County Road Commission	Ross Olsen	(906) 486-4491
Rhode Island Resource Recovery Corp.	Kevin Lavallee	(401) 228-3250

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

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
DLA Troop Support	Government	Other	Multiple Award Schedule Trucks and Trailers Contract Period 5 years 02/2023- 02/2028	\$139,979,093.00	\$59,862,652.20
General Service Administration	Government	California - CA	Multiple Award Schedule Trucks and Trailers contract period 10 years 06/2016-06/2026	\$100,000,000.00	\$4,527,817.00
TACOM US Army Contracting Command	Government	California - CA	A contract has been established for the procurement of 9000 gallon fuel trailers, totaling 2200 units, over a period of ten years. This agreement signifies a substantial commitment to ensure a consistent and reliable supply of fuel transportation infrastructure. With this arrangement in place, both parties involved can expect long-term stability and efficiency in meeting fuel transportation needs.	\$270,000,000.00	\$3,567,388.91
DEW Engineering Development ULC	Government	ON - Ontario	We are manufacturing these tanks for DEW Engineering, who will be selling the completed units to the Canadian Army. Under the terms of the contract, we will deliver 250 insulated barrels capable of holding 800 gallons of potable water each over a four-year period. This partnership underscores our commitment to providing reliable and efficient water storage solutions for military operations, ensuring that the Canadian Army receives high-quality equipment to meet their needs effectively.	\$5,832,490.00	\$3,123,333.20
NAMC	Government	California - CA	Various prototype units and vehicles for Military use	\$1,000,000.00	\$1,003,035.20

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

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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26	Sales force.	<ul style="list-style-type: none"> <li>• West-Mark employs sixteen (15) sales personnel all of whom will be trained and available to support Sourcewell participating entities throughout the entire U.S.</li> <li>Our sales staff includes: <ul style="list-style-type: none"> <li>- Twelve (10) located at our facilities in CA.</li> <li>- Two (1) located at our FL office</li> <li>- One (3) located at our TX office</li> <li>- One (1) located at our facilities in AK</li> </ul> </li> </ul>
27	Dealer network or other distribution methods.	<ul style="list-style-type: none"> <li>• West-Mark holds dealer licenses in CA, FL, TX, ID, HI, and AK.</li> <li>• West-Mark has OEM partnerships which expand our nationwide dealer and distribution networks via the following: West-Mark has three (3) company owned services facilities and hundreds of additional service facilities throughout the U.S. via our nationwide dealer network. Our company owned service facilities include: <ul style="list-style-type: none"> <li>- Two (2) Located in CA</li> <li>- One (1) Located in AK</li> </ul> </li> </ul> <p>We have negotiated and successfully formed strategic relationships that will add more West-Mark manufactured products to our product list, assist us with getting our brand name recognized across the United States, and will expand our market presence through association with the companies that we have partnered with which are as follows:</p> <ol style="list-style-type: none"> <li>1. Freightliner Trucks of Portland, OR. West-Mark is an authorized reseller/dealer of Freightliner Trucks. Freightliner has 829 Dealers.</li> <li>2. Cementech, Inc. of Indianola, IA. West-Mark is an authorized reseller/dealer of Cementech products. Cementech has 77 Dealers.</li> <li>3. Hi-Vac Corporation of Marietta, OH. West-Mark is an authorized reseller/dealer of Hi-Vac products. Hi-Vac has 275 Dealers.</li> <li>4. Spartan Truck Company of Sun Valley, CA. West-Mark is an authorized reseller/dealer of Spartan Truck Company.</li> <li>5. ARM Truck Corp. of Canton, OH. West-Mark is an authorized reseller/dealer of ARM Truck Corp.</li> <li>6. Interstate Truck Bodies of Phoenix, AZ. West-Mark is an authorized reseller/dealer of Interstate Truck Bodies.</li> <li>7. FlowMark of Kansas City, MO. West-Mark is an authorized reseller/dealer of FlowMark.</li> </ol> <p>West-Mark also has additional trailer industry partners. We are an authorized reseller/dealer of the following manufacturers and we partner together with them to offer to expand truck sales to their customers:</p> <ul style="list-style-type: none"> <li>- Fontaine Trailers of Birmingham, AL.</li> <li>- Doonan Specialized Trailers of Great Bend, KS.</li> <li>- Kaufman Trailers of Lexington, NC &amp; Bennettsville, SC.</li> <li>- Interstate Trailers of Mansfield, TX with over 275 dealers nationwide.</li> <li>- Dorsey Trailer of Elba, AL with approximately 40 dealers nationwide.</li> <li>-Trail-Eze of Mitchell, SD with a network of dealers in 17 states and Canadian Provinces.</li> </ul>
28	Service force.	<ul style="list-style-type: none"> <li>• West-Mark has three (3) services facilities. Our service facilities include <ul style="list-style-type: none"> <li>- Two (2) Located in CA</li> <li>- One (1) Located in AK</li> </ul> </li> <li>• West-Mark is also a reseller of Freightliner and Mack Trucks. Due to the strong nature of our relationship we have at our disposal their dealerships and service centers nationwide.</li> </ul> <p>If one of our products are to be brought to one of Freightliners or Mack dealerships/service centers, the customer can contact West-Mark first and we will arrange for the customer to bring the vehicle in with a pre-negotiated rate and scope of work to be performed.</p> <ul style="list-style-type: none"> <li>- West-Mark is a dealer/reseller of Cementech, Inc. &amp; Hi-Vac Corporation who combined have over 150 dealers in the U.S. and Canada to service our products being offered.</li> <li>- Finally, West-Mark keeps an ongoing list of service centers in each location our products are sold that are authorized to do work on our equipment. These service centers are vetted and authorized by our company. In the near future a list of service centers will be listed on our web page.</li> </ul>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>West-Mark will handle most Sourcewell contract sales directly with the the purchasing agency. When a lead or a request is received by West-Mark, our team of trained sales staff will work with the agency directly and provide them with a quote.</p> <p>West-Mark manufactures/up-fits truck bodies as well as uses several Truck Equipment Manufacturers (TEM's; body up-fitters) throughout the US. When our TEM partners have clients who are looking to purchase through a contract avenue like Sourcewell, they reach out to us and put us in contact with that agency and we work with the TEM and quote the agency directly ourselves. If our TEM partner has a dealer network of their own and one of those dealers has an agency wanting to purchase through our contract, we work with the TEM and allow their dealer to furnish a quote directly to the agency using our proposal template. They are required to present us with the proposal for review of contract compliance prior to the quote being sent to the customer. Once the order is placed, the TEM notifies West-Mark and a job is opened in our system to track the order. When the unit delivers to the customer, West-Mark is notified and we report and pay the contract fee.</p>
30	Describe in detail the process and procedure of your customer service program, if applicable.  Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>West-Mark provides a wide variety of services to its customers. Our customer service procedure applies to all service and warranty processes at West-Mark. These services cover all processes that begin after the title transfer or customer acceptance of the product and continue to the end of the life cycle of the product. Products are West-Mark manufactured and may also include other OEM manufactured products.</p> <p>Our response time capabilities vary due to the severity of the problem and some services may take longer than others. West-Mark's customer service program guarantees West-Mark to respond to every customer within 24 hours from the customers' initial contact. Within two (2) business days following West-Mark's first response to a customer's initial contact, West-Mark will contact the customer to communicate a proposed solution plan that resolves all of the customer's needs in the most timely and cost-efficient manner for the customer.</p> <p>West-Mark is committed as a company to provide timely, accurate and outstanding customer service.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	West-Mark is able and willing to provide our products and services to Sourcewell participating entities anywhere in the United States.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	West-Mark is able and willing to provide our products and services to Sourcewell participating entities anywhere in Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	West-Mark is able and willing to fully serve all geographic areas of the United States and Canada through this proposed Contract, if awarded.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract.  Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	West-Mark is able and willing to fully serve all Sourcewell participating entity sectors anywhere in the United States and Canada through this proposed Contract, if awarded.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	West-Mark does not have any specific contract requirements or restrictions that would apply to Sourcewell participating entities in Hawaii, Alaska, or in US Territories.

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>During the Marketing Stage, business development actively engages existing customers and seeks out new sales leads through various channels. These channels include maintaining logs of customer visits and direct leads, utilizing advertising via printed and electronic media (with printed materials stored in the Marketing Center and subject to sales manager approval), participating in trade shows and events approved by the Trade Shows List, and regularly searching preapproved lead generating databases using standard search methods. Additionally, all outside sourced leads are entered into the Bid Search log for further evaluation. Sales managers and business development representatives regularly review the Bid Search List to determine which leads to move to the proposal stage, considering factors such as due dates, product requirements, company objectives, and available resources.</p> <p>In addition to the above, West-Mark has partnered with a company called Pavilion. Pavilion has created a web platform for buyers looking to leverage cooperative purchasing contracts and is actively marketing their platform to all eligible agencies throughout the US. Customers enter the website and search for products which direct them to contract holders who offer the types of products they are looking for. Pavilion tracks meta data such as search history by the agency and shares that information with us so we can see which agencies are accessing our contracts. Since we partnered with Pavilion 5 months ago, a total of 103 agencies have accessed our various contracts for review. A few have reached out to us and we have provided them with a quote. Pavilion is also active in reaching out to those who have accessed information to find out if there is anything they can do to assist them in directing them to contracts that can support their needs.</p> <p>See attached for additional Marketing samples.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>To enhance marketing effectiveness, we leverage various digital platforms and technologies, including Instagram, Facebook, LinkedIn, YouTube, and our website. Across these platforms, we employ strategic techniques such as search engine optimization (SEO) and name filtering to maximize visibility and attract leads through Google and other search engines. Our presence on social media platforms allows us to engage with our audience, share valuable content, and build brand awareness. We utilize metadata effectively to ensure our content is easily discoverable and relevant to our target audience. Moreover, our website serves as a central hub where potential customers can find comprehensive information about our products or services, enabling us to convert leads into customers efficiently. Overall, our strategic use of technology and digital data enables us to reach a broader audience, enhance engagement, and drive conversions effectively in the digital landscape.</p>
38	<p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP?</p> <p>How will you integrate a Sourcewell-awarded contract into your sales process?</p>	<ul style="list-style-type: none"> <li>• West-Mark's view as to Sourcewell's role in promoting contracts arising out of this RFP are as follows: <ul style="list-style-type: none"> <li>- A notice/announcement of award sent out to all Sourcewell members.</li> <li>- Training and familiarization of newly awarded contracts to Sourcewell members and the Sourcewell team.</li> <li>- Sourcewell Landing web page with awarded contract company data and other vital information that Sourcewell members can use to purchase our products.</li> </ul> </li> <li>• West-Mark will integrate the awarded Sourcewell contract into our sales process through training documents, meetings, and videos. West-Mark will have a full-time director of City, County, States. <ul style="list-style-type: none"> <li>- West Coast Director is Mr. Jeff Hurst</li> <li>- East Coast Director is Mr. Jeffrey Spranger</li> </ul> </li> </ul>
39	<p>Are your products or services available through an e-procurement ordering process?</p> <p>If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<ul style="list-style-type: none"> <li>• West-Mark's products are not available through an e-procurement ordering process. We are a "Base Model" company with customization. E-procurement is not currently available for our products.</li> </ul>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *																																																																																																				
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities.  Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	West-Mark provides training courses focused on the products offered by our company including OSHA, Safety, Helper, Driver, Truck Operations, Maintenance, and Supervisor training. Covering front, rear, automated truck training. West-Mark certified employees conduct the training on West-Mark products and West-Mark suppliers/OEM products. Trainers will be certified by the suppliers/OEM's products being offered/sold and/or accompanied by supplier/OEM representative to conduct training. Training is done on a case-by-case basis as each training session usually varies per customer scope requesting the training. Training rates are calculated per diem rates for travel expenses, meals, & lodging then \$150.00 per hour per trainer.																																																																																																				
41	Describe any technological advances that your proposed products or services offer.	West-Mark utilizes the electronic interfaces available from the chassis OEM to integrate the body buildup with the chassis to utilize the safety features directly available from the chassis manufacturer. i.e. Remote throttle control for running auxiliary pumps.  Stationary heating of liquid bulk cargo tanks In-transit heating of liquid bulk cargo tanks. Load shedding of electrical circuits to protect engine alternator output. Engine overrun protection in the presence of saturated hydrocarbon environment. Overheat protection systems for Vacuum units in the presence of saturated hydrocarbon environment. Max rpm limits to protect pumping or vacuum systems. The use of factory chassis installed switches to operate various components on the truck body with safety parameters built in to the truck's computers.																																																																																																				
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	**See attachment Environmental Sustainability Policy																																																																																																				
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	**See attachment Environmental Sustainability Policy																																																																																																				
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>• West-Mark is SBE Self-Certified and listed in SAM (System for Award Management) under the following NAICS Codes:</p> <p>West-Mark – ( c ) Representations.</p> <table border="1"> <thead> <tr> <th>NAICS Code</th> <th>Name</th> <th>NAICS Exception</th> <th>Size Standard</th> <th>Small Business?</th> </tr> </thead> <tbody> <tr> <td>332312</td> <td>Fabricated Structural Metal Manufacturing</td> <td></td> <td>500</td> <td>Y</td> </tr> <tr> <td>332313</td> <td>Plate Work Manufacturing</td> <td>750</td> <td>Y</td> <td></td> </tr> <tr> <td>332322</td> <td>Sheet Metal Work Manufacturing</td> <td></td> <td>500</td> <td>Y</td> </tr> <tr> <td>332420</td> <td>Metal Tank (Heavy Gauge) Manufacturing</td> <td></td> <td>750</td> <td>Y</td> </tr> <tr> <td>332999</td> <td>All Other Miscellaneous Fabricated Metal Product Manufacturing</td> <td></td> <td>750</td> <td>Y</td> </tr> <tr> <td>333120</td> <td>Construction Machinery Manufacturing</td> <td></td> <td>1250</td> <td>Y</td> </tr> <tr> <td>333131</td> <td>Mining Machinery and Equipment Manufacturing</td> <td></td> <td>500</td> <td>Y</td> </tr> <tr> <td>333132</td> <td>Oil and Gas Field Machinery and Equipment Manufacturing</td> <td></td> <td>1250</td> <td>Y</td> </tr> <tr> <td>333914</td> <td>Measuring, Dispensing, and Other Pumping Equipment Manufacturing</td> <td></td> <td>750</td> <td>Y</td> </tr> <tr> <td>333924</td> <td>Industrial Truck, Tractor, Trailer, and Stacker Machinery Manufacturing</td> <td></td> <td>750</td> <td>Y</td> </tr> <tr> <td>336120</td> <td>Heavy Duty Truck Manufacturing</td> <td></td> <td>1500</td> <td>Y</td> </tr> <tr> <td>336211</td> <td>Motor Vehicle Body Manufacturing</td> <td></td> <td>1000</td> <td>Y</td> </tr> <tr> <td>336212</td> <td>Truck Trailer Manufacturing</td> <td></td> <td>1000</td> <td>Y</td> </tr> <tr> <td>336992</td> <td>Military Armored Vehicle, Tank, and Tank Component Manufacturing</td> <td></td> <td>1500</td> <td>Y</td> </tr> <tr> <td>336999</td> <td>All Other Transportation Equipment Manufacturing</td> <td></td> <td>1000</td> <td>Y</td> </tr> <tr> <td>423120</td> <td>Motor Vehicle Supplies and New Parts Merchant Wholesalers</td> <td></td> <td>500</td> <td>Y</td> </tr> <tr> <td>423860</td> <td>Transportation Equipment and Supplies (except Motor Vehicle) Merchant Wholesalers</td> <td></td> <td>500</td> <td>Y</td> </tr> <tr> <td>811111</td> <td>General Automotive Repair</td> <td></td> <td>\$7,500,000.00</td> <td>N</td> </tr> <tr> <td>811121</td> <td>Automotive Body, Paint, and Interior Repair and Maintenance</td> <td></td> <td>\$7,500,000.00</td> <td>N</td> </tr> </tbody> </table> <p>(1)** The offeror represents as part of its offer that it is, is not a small business concern.</p>	NAICS Code	Name	NAICS Exception	Size Standard	Small Business?	332312	Fabricated Structural Metal Manufacturing		500	Y	332313	Plate Work Manufacturing	750	Y		332322	Sheet Metal Work Manufacturing		500	Y	332420	Metal Tank (Heavy Gauge) Manufacturing		750	Y	332999	All Other Miscellaneous Fabricated Metal Product Manufacturing		750	Y	333120	Construction Machinery Manufacturing		1250	Y	333131	Mining Machinery and Equipment Manufacturing		500	Y	333132	Oil and Gas Field Machinery and Equipment Manufacturing		1250	Y	333914	Measuring, Dispensing, and Other Pumping Equipment Manufacturing		750	Y	333924	Industrial Truck, Tractor, Trailer, and Stacker Machinery Manufacturing		750	Y	336120	Heavy Duty Truck Manufacturing		1500	Y	336211	Motor Vehicle Body Manufacturing		1000	Y	336212	Truck Trailer Manufacturing		1000	Y	336992	Military Armored Vehicle, Tank, and Tank Component Manufacturing		1500	Y	336999	All Other Transportation Equipment Manufacturing		1000	Y	423120	Motor Vehicle Supplies and New Parts Merchant Wholesalers		500	Y	423860	Transportation Equipment and Supplies (except Motor Vehicle) Merchant Wholesalers		500	Y	811111	General Automotive Repair		\$7,500,000.00	N	811121	Automotive Body, Paint, and Interior Repair and Maintenance		\$7,500,000.00	N
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45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>Our chassis buildups are designed to operate in some of the harshest climates around the world and in Alaska on the worst roads as well as under extreme weather conditions (-50 degrees to 120 degrees).</p> <p>West-Mark's experience along with shared information from our customers usage and our Fairbanks Service Center has helped our West-Mark Continuous Improvement Program (WMCIP). West-Mark has delivered numerous equipment to the Middle East in extreme combat scenarios and again very harsh conditions. These trucks have been used to support our efforts during war and are performing excellent in the extreme desert conditions.</p> <ul style="list-style-type: none"> <li>- State of the art equipment, training, engineering, and programs that gives West-Mark the ability to have:</li> <li>- Precise machining and tooling.</li> <li>- Some of the best welding and welds in the industry since we are an ASME shop</li> <li>- Engineering's ability to design products prior to awards bolsters confidence with customers that they are getting exactly what they need.</li> <li>- Computer aided software for FEA &amp; 3D modeling allow analysis on designs to ensure requirements are met.</li> <li>- Relationships with NATC (Nevada Automotive Test Center) for testing in real time situations and with GS Engineering, Inc. who have several Physical Engineers on staff to validate and simulate of our models provided for terrain to see how the truck will react.</li> </ul>																																																																																																				

**Table 9A: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

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

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	West-Mark's payment terms are net 30 days.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Yes, West-Mark provides leasing and financing options, including those options that schools and governmental entities may need to use in certain acquisitions. West-Mark provides leasing and financing options through select third-party agencies that have established solid relationships with our customers. Third-party agencies in West-Mark's network must make customer satisfaction their first priority. Criteria to become a West-Mark selected financial agency include a foundation built on trust and stewardship, centralized focus on customers as individuals, the core value of relationship building, establishing a solid, comprehensive understanding of each customer's current needs, special circumstances, and future financial goals, creating custom product solutions that satisfy the customer's current needs in each special circumstance while facilitating growth and implementing financial strategies in alignment with the customer's future goals. Additional leasing and financing options are also available to West-Mark customers through our dealer network. Utilizing third-party financial agencies that have built strong relationships with dealers in our network.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>• West-Mark's Proposed Order Process:</p> <ol style="list-style-type: none"> <li>West-Mark recognizes the direct impact that effective management of sales inquiries has on the number of resulting purchase orders. All sales inquiries made to West-Mark are welcomed by a friendly, customer focused, highly trained representative, with extensive product knowledge and outstanding customer service skills.</li> <li>All Sourcewell specific sales inquiries made to West-Mark will immediately be handled by West-Mark's Sourcewell Representative.</li> <li>Sourcewell specific sales inquiries made to dealers within West-Mark's dealer network will quickly be routed through territory managers, directly to West-Mark's Sourcewell Representative.</li> <li>West-Mark's designated Sourcewell Representative will listen to the customer's questions and comments with the intent of fully understanding the customer's needs. The Representative will also quickly identify whether the customer is a Sourcewell or Sourcewell-eligible Member. The Representative will provide the customer with accurate, complete information in response to the customer's questions and comments and assist the customer in defining specific product options and various configurations that will comprehensively satisfy the customer's needs.</li> <li>For customers that are identified as Sourcewell Members, the Representative will then provide the customer with an appropriate quote, factoring in the customer's product specifications and options, that is based on the most current Sourcewell contract price list.</li> <li>Inquiring customers that are identified non-Sourcewell Members will be made aware of the benefits in becoming a Sourcewell Member and in using the Sourcewell Contract. The Representative will outline how the customer can become a Sourcewell Member, explain how use of the Sourcewell contract might be of benefit to them, and educate the customer of proper procedures to follow when placing a Sourcewell order.</li> <li>Upon receipt of a signed contract or valid purchase order, the Representative will review and compare the contract or purchase order with the original quote. If there are discrepancies between the contract or purchase order received and the original quote, the Representative will contact the customer.</li> <li>The contract or purchase order becomes subject to West-Mark's quality control protocols upon confirmation that all terms and conditions in the contract or purchase order and in the original quote match. The contract or purchase order will be processed in compliance with West-Mark's procedure for processing orders, following the precise sequence of steps as enumerated in our procedure. (See attachment FormP_Att1_Order-Processing_Procedures_PC-02-00 for more detailed information that what is listed below)</li> <li>West-Mark's Sales Manager creates a Sales Order Request and encodes it with the appropriate unique identifier assigned to the type classification of the respective contract. West-Mark organizes all contracts by type classification and differentiates between type classifications using the unique identifier that West-Mark has assigned to each type classification. West-Mark contract type classifications includes: Commercial Contracts; State and Local Government Contracts; Sourcewell Contracts; etc.</li> <li>The Sales Administrator creates a file for the individual contract and makes a Laserfiche folder in the contract file where all documents pertaining to the individual contract will be stored.</li> <li>The Sales Administrator uses West-Mark's Contract Document Checklist to verify whether all necessary contract documents are on file.</li> <li>The contract file is monitored by the Sales Administrator until all necessary contract documents are on file and verified through completion of the Contract Document Checklist.</li> <li>The Sales Administrator then opens a new Job in Jobscope and populates the data including budgets, due dates, and customer information.</li> <li>Sales Administrator sends a "Thank You" Letter Acknowledgment (Form FC-02-26) to customers.</li> <li>Sales Administrator releases necessary information to each appropriate West-Mark department. Receipt of this necessary information triggers each department to begin work on the order or on contract requirements.</li> <li>Once logged in JobScope (MRP system), unique identifiers are used to collect data by classification type. Sourcewell Purchase Orders facilitated by West-Mark and sales facilitated by our dealer network will be compiled quarterly so that quarterly reports will be generated for submittal to Sourcewell, used to track/pay the administration fee, and reviewed for dealer commission calculations.</li> <li>Sales Administrator is responsible for the preparation of quarterly activity reports for each of the contract type classifications. This task must be completed no later than ten (10) days from the first day of each quarter or as otherwise required by contract number.</li> <li>Every quarterly report must include all contract shipment invoice amounts accrued in the previous quarter. In the event of unpaid fees or charges coming due, reports are to be submitted to Director of Government Sales for approval and then processed by Accounts Payable for payment.</li> <li>Quarterly reports and all supporting documentation will be retained for a minimum of three (3) years. See attached FormP_Att1_Order-Processing_Procedures_PC-02-00 for more information</li> </ol>
56	Do you accept the P-card procurement and payment process?  If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, West-Mark accepts the P-card procurement and payment process. Additionally, the majority of dealers in West-Mark's dealer network also accept the P-card procurement and payment process. There is an additional cost of 3% to entities for using this process.

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts).  Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<ul style="list-style-type: none"> <li>West-Mark is offering its most competitive price to Sourcwell on all of our products. Per the attached Pricing List see attached (West-Mark_Model_Data-and-Pricing) effective 10/04/23.</li> <li>Sourcwell customers will receive a line item discount of 24% from the List Price for all models and options.</li> <li>An additional 1% volume discount will be given for quantity orders in excess of nine (9) units on a single order.</li> <li>Pricing includes all trucks, trailers and options being offered to Sourcwell of this RFP. Pricing is exclusive of FET (Federal Excise Tax) and freight charges which are applied at individual order level when applicable.</li> </ul>
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<ul style="list-style-type: none"> <li>See attached (West-Mark_Model_Data_and_Pricing)</li> <li>West-Mark's pricing is based of off line item discounts from List Price. West-Mark is offering 24% off of list price for the items on this RFP.</li> </ul>
59	Describe any quantity or volume discounts or rebate programs that you offer.	<ul style="list-style-type: none"> <li>An additional 1% quantity discount will be given for orders in excess of nine (9) units on a single order. The additional 1% is applied after deducting Sourcwell's 24% standard discount.</li> <li>See Attached Pricing Sheet (West-Mark_Model_Data_and_Pricing)</li> </ul>
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<ul style="list-style-type: none"> <li>West-Mark may offer sourced products (and/or related services) in addition to our regularly manufactured product line. The price of sourced products will be determined at West-Mark's discretion and will always be offered at the most competitive price possible. In order to be competitive, West-Mark will offer such sourced products and list them separately on each proposal as "open market item". We use the same mark-up for Sourced products as we do any other contract item to generate a "List Price". Sourcwell customers will receive the same 24% discount (or better) for these items.</li> <li>See attached (West-Mark_Sourcwell_Proposal_Example)</li> </ul>
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response.  This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<ul style="list-style-type: none"> <li>When requested, West-Mark will provide options for training programs on any product or piece of equipment that we offer through Sourcwell. If specific training is requested, West-Mark will include a separate line item in our proposal where we will list pricing details for the specific product or equipment training being offered. See attached (West-Mark_Sourcwell_Proposal_Example)</li> <li>Additional information about the specific training being offered will be detailed in the appropriate section of our proposal. This information will include the duration of the specific training being offered, a proposed training schedule, and an outline of the content areas we will cover in the training program.</li> <li>West-Mark offers various levels of maintenance/instruction/parts manuals with each of our products.</li> <li>Operator training guides are also available as an option for each product model and for every piece of equipment offered by West-Mark.</li> </ul>
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Freight, delivery, or shipping cost is an additional cost to the Sourcwell participating entity. This additional cost will be included in the total price quoted at the time of offer. West-Mark ships its products world-wide; shipping costs will vary by location. Sourcwell members shall benefit by West-Mark pricing delivery in this manner in lieu of a firm fixed price for shipments nationwide.</p> <p>We have a list of companies that we use for shipping. When a unit is ready to ship, we first put out a shipping broadcast to all our transportation companies in a competitive bid scenario to get the best shipping price. Next, we evaluate our history with the transportation company, based on positive customer feedback after previous delivery experiences. Then, we consider the delivery date and time proposed by each vendor, selecting only those that will perform delivery in accordance with the customer's expectation of arrival. Finally, West-Mark selects the transportation company that proposes the lowest price and has a proven positive past performance with West-Mark customers, that will meet the current customer's desired date and time to receive delivery.</p> <p>A West-Mark shipping coordinator will be in contact with the customer at time of pick up, during transit, and at time of delivery. The shipping coordinator will work with the customer and will provide solutions whenever applicable. Examples of circumstances that could require additional assistance from West-Mark's shipping coordinator include the instance that the equipment being delivered needs to be unstacked, when there are special delivery requirements, and in circumstances where a special service is needed to set up or off load the equipment (i.e. a third-party crane service is necessary for off-loading.) Any additional assistance that our shipping coordinator provides to the customer is at the courtesy of West-Mark; customers will not be billed nor will additional costs incurred be made at the expense of the customer.</p>
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<ul style="list-style-type: none"> <li>The same competitive method of calculating travel and delivery charges as listed in number 62 above also apply for Alaska, Hawaii, Canada, or OConus. West-Mark offers door-to-door delivery programs for shipping to those areas outside of the continental U.S. or any other location offshore. Each specific Sourcwell quotation shall include travel expense, delivery or shipping costs at the time of quotation, if applicable.</li> </ul>
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<ul style="list-style-type: none"> <li>West-Mark has a list of companies that we use for shipping. When a unit is ready to ship, we put out a shipping broadcast to all our transportation companies in a competitive bid scenario to get the best shipping price. We also consider our history with the company based on positive delivery feedback when choosing a vendor. Lastly, we consider the time of arrival and delivery as well when choosing a vendor, so it is not always the lowest price.</li> <li>In order to be most cost effective for the customer, West-Mark may deploy many different types of delivery methods. These include the use flatbed trailers, stepdecks, cargo containers, ships (roll on/roll off/breakbulk), etc.</li> </ul> <p>We also have the ability to stack products to save Sourcwell on shipping costs when possible.</p>

**Table 12: Pricing Offered**

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

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
66	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell.</p> <p>This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.</p> <p>Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.</p>	<p>Vendor ensures that Sourcewell participating entities obtain the proper pricing:</p> <ul style="list-style-type: none"> <li>• Data for each proposal West-Mark does is entered into an Excel Workbook template that is continually updated and maintained. This Workbook contains current model/part # pricing and contracts discount structure. When the sales person enters data in the required fields, the proper discount is given based on the contract selected and the respective proposal document is automatically populated with all criteria to satisfy the contract requirements. Each contract has it's own unique proposal template to ensure contract compliance. Each offer is reviewed by our Director of Government Sales or Assistant Government Sales Manager to verify that all compliance requirements within the current respective contract have been met prior to the offer being submitted to the customer. West-Mark performs this same verification process for all government contracts it holds.</li> </ul> <p>Vendor reports all sales and remits proper admin fee to Sourcewell:</p> <ul style="list-style-type: none"> <li>• Each Sourcewell order processed by West-Mark gets logged against it's Sourcewell contract number within our MRP system. At the end of each quarter, our Contracts Compliance Officer has automatic notifications set to run a report. This report is ran, looking for any deliveries made within the reporting period where the contract number against those deliveries exists. The report automatically calculates the Sourcewell administrative fee due. This report is reviewed for accuracy by the Director of Government Sales prior to being submitted to Sourcewell. The fee is sent to Sourcewell at the same time the report is sent.</li> </ul>
67	<p>If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.</p>	<p>Sourcewell internal tracking metrics will be handled through our JobScope software which is the same software used to track all customer orders as well as other contract orders. In JobScope we assign job orders with a designator to customers &amp; contracts as a tracking mechanism. This allows reports to be pulled by customer, contract #, type of product, etc. We also use the contract # to generate a report for quarterly reporting of contract fees.</p> <p>We will also be launching a CRM (Hub Spot) in April that that will track all leads, quotes, and orders. We will be able to extract the same data from this CRM, but with the ability to also track success rates of quotes to orders.</p>
68	<p>Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods.</p> <p>(See the RFP and template Contract for additional details.)</p>	<p>West-Mark proposes to pay Sourcewell an administrative fee for facilitating, managing, and promoting the Sourcewell Contract in the event that we are awarded a Contract. West-Mark's proposed administrative fee is the amount equal to 1.75% of West-Mark's quarterly sales acquired through this Contract as it relates to the base models on the contract.</p>

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

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 **only**. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**.

Line Item	Category Selection *
69	Category 1: All engines, fuel, and propulsion type chassis and cabs

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

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Class 4-8 Chassis</p> <p>Please see the downloads page of this bid for attachment titled "Att5_West-Mark_Model_Data_and_Pricing" for details. West-Mark is offering our full line of chassis models Class 4 - 8, chassis bodies for mounting on Class 4 - 8 chassis, and turn key solutions for Class 4 - 8 chassis, with related equipment &amp; accessories for products consisting of:</p> <ul style="list-style-type: none"> <li>• Fuel &amp; Energy Vehicles to include Equipment Refueling Trucks, Aircraft Refueling Trucks, and Fuel Delivery Transport Trucks.</li> <li>• Construction Vehicles to include Dust Control Water Trucks, Dump Trucks, Service Body Trucks, Lube Trucks, and Hydro Excavator Trucks.</li> <li>• Industry Vehicles to include Sewer Cleaner Vacuum Trucks, Sewer Jetter Trucks, Stake Body Trucks, Flatbed Trucks, Cargo Box Trucks, Cable Hoist Trucks, Hook Lift Trucks, and Chlorine Trucks.</li> <li>• Food &amp; Agriculture Vehicles to include Bulk Liquid Transport Trucks (i.e. Potable Water Trucks, etc.) and Live Fish Haul Trucks.</li> <li>• Liquid Waste trucks to include Vacuum Trucks of various types including DOT 412 certified.</li> <li>• Arctic Equipment (severe service) to include all areas included above but built for the most challenging climates (down to -40 degrees F). These units include special heating, insulating, and other design features to operate.</li> </ul>
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> <li>- TRUCK BODIES related to and mounted on class 4 - 8 Chassis. Examples of bodies offered are: Dump, Vacuum, Sewer System, Potable Water, Fuel, Dust Control, Sewer Jetting Systems, Hydro Excavating systems, Hoist systems, etc.</li> <li>- TURN-KEY SOLUTIONS trucks class 4 - 8 with bodies mounted ready to go as a turn key unit. Dump, Vacuum, Potable Water, Fuel, Dust Control, Hoist systems, etc.</li> <li>- OPTIONS &amp; ACCESSORIES to create custom up-fitted chassis and bodies for class 4 - 8 chassis. We have a vast array of options that are built into our quoting system to allow us to create almost any custom up-fitted truck solution to meet our customers specific needs.</li> </ul>
72	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety.	<ul style="list-style-type: none"> <li>• West-Mark stands out among the competition due to its strength in manufacturing ASME vessels.</li> <li>• West-Mark is also the light-weight leader in the manufacturing of mobile vessels for transport of liquid bulk.</li> <li>• Safety is West-Mark's utmost priority. We excel in safety utilizing our Safety Center covering 29 individual sections that not only keep our employees safe but also result in the design and manufacture of safe vehicles.</li> <li>• Our products are durable and reliable, and their longevity speaks for itself. West-Mark has been in business for over 50 years and a major portion of our business is due to repeat customers.</li> <li>• West-Mark only partners with other body up-fitters who produce quality products and have a well established industry presence and reputation.</li> <li>• West-Mark and our body up-fitters use chassis factory switches and programming wherever possible to ensure safe operation of the vehicle. The vehicles are programmed so that certain features only operate at certain speeds, when vehicle is in park, etc. Vehicles are also programmed to shed electrical loads in a specific order if electrical load draw begins to exceed a specified threshold.</li> <li>• West-Mark communicates with the Chassis OEM but also keeps our own logs on the vehicles we produce. We feel that if it has a West-Mark body build-up on it that it is our responsibility to ensure support throughout the life of the vehicle.</li> <li>• West-Mark maintains a non conforming log for purchase parts to identify materials issues with suppliers.</li> <li>• West-Mark maintains a customer feedback list to address items that arise from customers.</li> <li>• West-Mark uses an Employee suggestion Program</li> <li>• West-Mark maintains a Service Bulletin Log</li> </ul>
73	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	<ul style="list-style-type: none"> <li>- West-Mark Service Centers have available to their customers and larger fleets a complete maintenance tracking system and reminders for trucks requiring HM-180 and DOT Annual Inspections. This commitment to our customers differentiates West-Mark from other vendors.</li> <li>- West-Mark keeps service history logs on our customers and have them readily accessible to retrieve and print. Each unit is viewable as a write up as to the work performed.</li> <li>- West-Mark does offer remote diagnostics on certain vehicles and body upfits.</li> </ul>

**Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary. Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. See RFP Section II. B. 1 for details.

We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Chassis Type (ICE and/or BEV)	Comments
74	Class 4 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Internal Combustion Engine fuel types (ICE)	No Comments
75	Class 5 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Internal Combustion Engine fuel types (ICE)	No Comments
76	Class 6 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Internal Combustion Engine fuel types (ICE)	No Comments
77	Class 7 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Internal Combustion Engine fuel types (ICE)	No Comments
78	Class 8 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Internal Combustion Engine fuel types (ICE)	No Comments
79	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Internal Combustion Engine fuel types (ICE)	No Comments



**Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services**

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

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**. See RFP Section II. B. 1 for details.

We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
80	Battery Electric Vehicle (BEV) Class 4 Chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	No Comments
81	Battery Electric Vehicle (BEV) Class 5 Chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	No Comments
82	Battery Electric Vehicle (BEV) Class 6 Chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	No Comments
83	Battery Electric Vehicle (BEV) Class 7 Chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	No Comments
84	Battery Electric Vehicle (BEV) Class 8 Chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	No Comments
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	No Comments

**Table 17: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 86. NOTICE:** To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract 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 Contract.

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:

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 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.
- Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 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](#) - FormP\_Att5\_West-Mark\_Model\_Data\_and\_Pricing (1).pdf - Wednesday March 27, 2024 17:12:36
- [Financial Strength and Stability](#) - 2. Financial Strength and Stability.zip - Wednesday March 27, 2024 17:13:16
- [Marketing Plan/Samples](#) - 3. Marketing Plan\_Sample.zip - Wednesday March 27, 2024 17:14:35
- [WMBE/MBE/SBE or Related Certificates](#) - FormA\_Att3\_Licenses\_& Certificates.pdf - Wednesday March 27, 2024 17:15:01
- [Warranty Information](#) - 5. Warranty Information.zip - Wednesday March 27, 2024 17:15:34
- [Standard Transaction Document Samples](#) - FormP\_Att6\_West-Mark\_Sourcewell\_Proposal\_Example.pdf - Wednesday March 27, 2024 17:15:54
- Requested Exceptions (optional)
- [Upload Additional Document](#) - 8. Upload Additional Documents.zip - Thursday March 28, 2024 11:11:50

**Addenda, Terms and Conditions**

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_7_Class 4-8 Chassis and Cabs _RFP_032824</b> Thu March 21 2024 08:45 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824</b> Wed March 20 2024 12:36 PM	<input checked="" type="checkbox"/>	3
<b>Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824</b> Mon March 18 2024 12:01 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824</b> Wed March 6 2024 09:38 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824</b> Wed February 21 2024 04:08 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824</b> Wed February 14 2024 04:12 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824</b> Thu February 8 2024 04:24 PM	<input checked="" type="checkbox"/>	1