

**COOPERATIVE PROCUREMENT CONTRACT BETWEEN
THE CITY OF SAN DIEGO AND
TURF STAR INC. *doing business as* TURF STAR WESTERN FOR WESTWARD
INDUSTRIES LTD. UTILITY, TRANSPORT, GOLF, AND RECREATION VEHICLES
WITH RELATED ACCESSORIES, EQUIPMENT, AND SERVICES
City No. 6000022-25-O**

I. RECITALS

A. San Diego Municipal Code (SDMC) section 22.3208 authorizes the City of San Diego, a municipal corporation (City), to use a cooperative procurement contract awarded by another agency where the City's Purchasing Agent certifies in writing that the cooperative procurement contract is in the City's best interests, to the City's economic advantage, and the agency's contract was awarded using a process that complies with the policies, rules, and regulations developed and implemented by the City Manager.

B. Sourcewell (Agency) issued a Request for Proposal (RFP) Number 122220 for Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services by posting the solicitation on Agency's website (Sourcewell Procurement Portal) at least ten (10) days before the proposal was due.

C. On January 25, 2021, based on the results of the competitive process, Agency awarded a contract with Westward Industries Ltd., and executed the RFP Number 122220-WWI for Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services Contract, identified as Sourcewell RFP Number 122220-WWI, (cumulatively referred to as the "Agency Agreement"), attached as Exhibit 1; and

D. On December 3, 2024, the City's Purchasing Agent certified in writing that the Agency Agreement meets the requirements set forth in SDMC section 22.3208.

E. Turf Star Inc. *doing business as* Turf Star Western (Contractor) has agreed to provide to City the same pricing offered to Agency for the procurement of Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services, as-needed, and consistent with the terms and conditions in the Agency Agreement except as modified herein. Turf Star Inc. represents to City that it is *doing business as* (dba) Turf Star Western. The parties agree and acknowledge that no consulting services will be procured under this Contract as defined in SDMC section 22.3003.

F. As of the date of execution of this Contract, Contractor is known and understood to be an authorized dealer of Westward Industries Ltd. and is the City's authorized dealer for the purpose of this Contract. Westward Industries Ltd. represents that the authorized dealer for the City is Contractor, and that City must purchase the goods and services through Contractor. As allowed under the Contract Documents, which include the Agency Agreement, Contractor will provide the goods and services to be procured under this Contract. Pursuant to the Agency Agreement at Article Two, Section C. Dealers, Distributors, and/or Resellers, authorized dealers are allowed. Contractor Turf Star Inc. dba Turf Star Western represents it is authorized to execute and sign this Contract as an authorized dealer of Westward Industries Ltd. for the City.

As an authorized dealer of Westward Industries Ltd., Contractor is authorized to utilize the Sourcewell RFP Number 122220-WWI Contract and its pricing to meet the needs of the City.

II. GENERAL PROVISIONS

In consideration of the above recitals and mutual covenants and conditions set forth in this Contract, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, City and Contractor hereby agree to the terms and conditions as set forth in the Agency Agreement with the exception of the following modifications:

1. **Incorporation.** This Contract shall fully incorporate the Recitals which the parties agree are true and correct.
2. **Effective Date.** This Contract is effective on the last date that this Contract is signed by City and Contractor and approved by the City Attorney through January 29, 2025, with up to an additional one (1) year option period, which may be exercised at City's sole and absolute discretion subject to the restrictions in San Diego Charter section 99 and provided that Agency exercises its one (1) year option within its Agency Agreement. City, through the Mayor or his designee, may exercise the option by written notice to Contractor sent thirty (30) days prior to the expiration of the current term. Contractor may not decline the option to renew. The total duration of this Contract, including the exercise of any options under this section, shall not exceed five (5) years without approval of the City of San Diego Council by Ordinance.
3. **Early Termination.** Contractor must provide written notice within ten (10) calendar days of the date in which the Agency Agreement is terminated to the Contract Administrator identified in Section III, below. Such written notice must explain the basis for termination and the date upon which the termination is effective. Early termination of the Agency Agreement by Agency or Westward Industries Ltd., or failure by Agency to exercise an option to extend the Agency Agreement, shall not in any way affect the existence of this Contract.
4. **Compliance with Controlling Laws.** Contractor shall comply with all applicable local, state, and federal laws and regulations. In addition, Contractor shall comply immediately with all directives issued by City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.
5. **Governing Law.** The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.
6. **Jurisdiction and Venue.** The venue for any suit concerning this Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.
7. **Modifications.** The modifications described in Exhibit 2, which is attached hereto and incorporated herein by reference, shall affect only the page(s) and section(s) and terms and conditions referred to therein. All other terms and conditions of the Agency Agreement shall be in full force and effect as to City and Contractor as incorporated in this Contract.

III. CONTRACT ADMINISTRATOR

1. Contract Administrator. The Department of General Services, Fleet Operations Division (Department) is the Contract Administrator for the purposes of this Contract. Contractor shall provide the Goods and Services under the direction of a designated representative of the Department as follows:

Fleet Operations Division
Attention: Rex Ragucos
2740 Caminito Chollas
San Diego, CA 92101
(619) 525-8535
Rex.Ragucos@sandiego.gov

2. Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice shall be effective on the date of personal delivery or five (5) days after deposit in the United States postal mailbox. Notices shall be sent to:

Purchasing and Contracting Department
Attention: Oscar Garcia
1200 3rd Avenue - Suite 200
San Diego, CA 92101
OLGarcia@sandiego.gov
(619) 236-6037

IV. COMPENSATION

1. City shall pay Contractor for the goods or services provided in accordance with this Contract in an amount not to exceed \$3,000,000. Contractor is not obligated to provide goods or services in excess of this amount, and does so at its own risk, unless this Contract is amended in writing duly executed by City and Contractor increasing this not-to-exceed amount.

2. Annual Appropriation of Funds. Contractor acknowledges that the contract term may extend over multiple City fiscal years, and agrees that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. City may terminate the Contract if sufficient funds are not duly appropriated and authorized for any given fiscal year, or if funds appropriated and authorized for this Contract are exhausted before the fiscal year concludes. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by the City Council.

V. CONTRACT

1. Contract Documents. This Contract consists of this Contract and its Exhibits; the Sourcewell's Solicitation RFP Number 122220 for Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services; the Westward Industries Ltd.'s Response to Solicitation, including all Specifications and the Proposer's Affidavit and Assurance

of Compliance; and the Agency Agreement (all of which include current pricing information and any pricing sheets, and any properly executed written amendment(s) to the Agency Agreement), which are attached as Exhibits hereto and incorporated by reference (collectively, “Contract Documents”). Pursuant to Article 4 “PRODUCT AND PRICING CHANGE REQUESTS” of the Agency Agreement, a fully executed Sourcewell Price and Product Request Form will be an amendment to the Agency Agreement and be incorporated by reference into the Agency Agreement; when this occurs, the Contract between City and Contractor must be amended in writing by and through their authorized officers to incorporate the fully executed Sourcewell Price and Product Request Form into the Contract between City and Contractor. These documents together contain all the terms and conditions of the Contract between City and Contractor.

2. Contract Interpretation. The Contract Documents completely describe the goods and/or services to be provided. Contractor shall provide any goods or services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry trade meaning and are used to describe goods or services will be interpreted in accordance with that meaning unless a different definition has been provided in the Contract Documents.

3. Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, City and Contractor will use the order of precedence as set forth below. The document in highest order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- | | |
|-----------------|--|
| 1 st | This Contract |
| 2 nd | Agency Agreement and any properly executed written amendment(s) to the Agency Agreement |
| 3 rd | Westward Industries Ltd.’s Response to Solicitation, including all Specifications and the Proposer’s Affidavit and Assurance of Compliance |
| 4 th | Agency’s Solicitation and any Addenda |

4. Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all parties executed the same page.

5. Public Agencies. Other public agencies as defined by California Government Code section 6500 may choose to use the terms of this Contract, subject to Contractor’s acceptance. City is not liable or responsible for any obligations related to a subsequent agreement between Contractor and another public agency.

VI. CITY’S ADDITIONAL TERMS

1. Drug-Free Workplace Certification. Contractor shall comply with City’s Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into this Contract by reference.

2. ADA Certification. Contractor shall comply with the City's Americans with Disabilities Act Compliance/City Contracts requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference.

3. Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors, or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. Contracts between Contractor and any subcontractors or suppliers shall contain this language.

4. Compliance with the City's Equal Employment Opportunity Outreach Program (EOCP): Contractor shall comply with the City's EOCP requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a prime Contractor liable for any discriminatory practice of its subcontractors.

5. Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against Contractor up to and including contract termination, debarment, and other sanctions.

6. Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate and to provide a copy to the City before any contract is executed.

7. Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

8. Noise Abatement. Contractor shall not operate, conduct, or construct within City's jurisdictional limits in violation of the City's Noise Abatement Ordinance codified in SDMC sections 59.5.0101 through 59.5.0301.

9. Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor

Standards may be considered a material breach of the Contract and may result in Contract termination, debarment and other sanctions.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers. Contractor agrees to comply with and be bound by the terms of this Contract as an authorized dealer of Westward Industries Ltd.

TURF STAR INC. DBA TURF STAR WESTERN, an authorized dealer of Westward Industries Ltd.

By: *Michael Sterner*
Michael Sterner (Jan 13, 2025 22:13 PST)

Name: Michael Sterner

Title: VP/General Manager

Date: Jan 13, 2025

CITY OF SAN DIEGO

By: *C. Abarca*

Name: Claudia Abarca

Title: Director of Purchasing & Contracting

Date: Jan 14, 2025

Approved as to form this 16th day of
January, 2025.

HEATHER FERBERT, City Attorney

By: *Markecia Simmons*
Markecia Simmons (Jan 16, 2025 10:13 PST)

Deputy City Attorney

Print Name: Markecia Simmons

EXHIBIT 1: AGENCY AGREEMENT

**Solicitation Number: RFP #122220****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Westward Industries Ltd., 75 Archibald St. Winnipeg, Manitoba CA R2J0V7 (Vendor).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires January 29, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential 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. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. 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 Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. 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 this Agreement 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 the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, 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. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor 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, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

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 to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

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

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

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

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

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

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

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

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

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

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

E. UMBRELLA/EXCESS LIABILITY/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. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcwell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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 also require additional requirements based on specific funding specifications. Within this Article, all

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

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

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

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

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

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

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

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

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

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

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

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

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

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

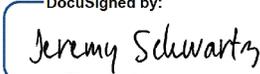
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements 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.

22. CANCELLATION

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

Sourcewell

Westward Industries Ltd.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 1/25/2021 | 11:59 AM CST

DocuSigned by:

By: 0C64C240A2C84B1...
Chris Franz
Title: Vice President and Co-Owner
Date: 1/25/2021 | 9:37 AM PST

Approved:
DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 1/25/2021 | 12:01 PM CST

RFP 122220 - Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services

Vendor Details

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

Submission Details

Created On: Tuesday November 03, 2020 15:06:54
Submitted On: Tuesday December 22, 2020 10:51:33
Submitted By: christian franz
Email: chris@wwi-go4.com
Transaction #: 8d6cbfbe-cc8e-4ded-ade0-b19cca2ac637
Submitter's IP Address: 205.200.239.145

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Westward Industries Ltd
2	Proposer Address:	75 Archibald St, Winnipeg, Manitoba, Canada, R2J0V7
3	Proposer website address:	www.westwardindustries.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Chris Franz, Vice President and Co-owner, chris@westwardindustries.com, 204-594-4100,
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Same as above
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Chris is the main contact, if secondary needed, Fab Franz 204-594-4100

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Westward Industries is specialized in building high quality task specific fleet utility vehicles. The company initially began in 1990 to provide NYPD with a task specific vehicle. New ownership since 2012, the Franz brothers with a mix of engineering and business acumen bring a new approach of constant improvement, customer satisfaction, and increasing the line with a focus on electric platforms. Vehicles typically last 15 to 20 years in a municipal setting. The newest addition, the Westward MAX-EV Lsv is leading the industry in terms of long lasting advanced technology in the utility market segment. Core values are Constant Improvement, Commitment to the Customer, Clear communications and ownership at every level.
8	What are your company's expectations in the event of an award?	A contract awarded in response to this solicitation will allow Westward Industries to participate in sales with your members. Westward Industries looks forward to providing an exemplary level of service, quality products and discounted prices that reflect the quantities expected with such a well-regarded contract will be provided.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Westward is a private corporation owned by the Franz brothers who have been in business since the 1990s. Through out these years the brothers have exemplified financial prudence (BMO bank reference attached) while creating long term growth and customer satisfaction. Westward is financially stable, ownership has strong equity with very little debt and anticipates significant growth over the upcoming years with its industry leading electric offering and expanding product assortment. As a private company Westward does not publish all financial records. For this submission we are attaching a current balance sheets, bank letter of reference, and a good standing status from the Province

10	What is your US market share for the solutions that you are proposing?	Westward currently markets and sells to municipal governments, K-12 Education, higher education, and non for profit organizations for the parking enforcement vehicles. Westward does expect the Sourcwell member base to purchase the parking enforcement vehicles and the new electric utility vehicle line up. For specialized parking enforcement vehicles Westward is a key vendor with near 100% of the market. The consumer does however have options such as conventional vehicles with LPR, walking, Segway's etc. In the Utility 4 wheel vehicle market, the new Westward MAX-EV line is new to the market, offering an industry leading standard Lithium Ion battery pack with highly efficient drivetrain. Based on market research Westward believes that the MAX-EV will fill a void for members seeking a long lasting electric utility vehicle. Many consumers and municipalities are frustrated with the typical method of changing batteries every 2 years.	*
11	What is your Canadian market share for the solutions that you are proposing?	Westward has not previously attempted to market three wheel vehicles in Canada due to lengthy legislative procedures. For the near future the focus will be to launch the MAX-EV in Canada as the Transport Canada mark has already been requested and granted. We are based in Canada and well positioned to offer members a great electric vehicle with local support. In 2021 Westward will focus on dealer expansion in its native Canadian market.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	The current ownership purchased the assets out of bankruptcy in early 2012. The previous ownership was less focused on operations and more focused on government grants for a hybrid system. New ownership is focused on solid fundamentals, has been profitable and growing. There has been no bankruptcy petition with the new ownership	*
13	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. 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? 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?	Westward is a task specific fleet utility vehicle manufacture. Our sales force is set up with several direct sales reps employed by Westward Industries, these sales reps then deal with the representatives at our dealer network as well as with major customers. We can cover all of the continental USA, Alaska and Hawaii, as well as Canada for Parts, Service, and Warranty. Westward is engaged with 155 Third party US dealer locations for sales and support, and numerous automotive dealerships for support as needed. We conduct weekly or monthly newsletters or phone calls to all reps that deal with our product and have close relationships with all quotation writers at our dealers. Information and product is distributed through our dealer network and on to the end customer.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	As a motor vehicle manufacturer Westward must ensure vehicles conform with Federal Motor Vehicle Safety Standards. Westward is also listed with the National Highway Traffic Safety Admin. The GO-4 gas vehicle performs CARB testing at the beginning of every engine generation, we have a Carb certification. The MAX-EV LSV 4 wheeler is approved by Transport Canada and they have granted a mark for Westward. In certain US States where required we are registered as a motor vehicle manufacture with the State, examples are California, Florida, and Colorado.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	At the Florida Parking show which is one of the top 5 largest parking shows in the US, Chris Franz VP of Westward was chosen as a Guest Speaker in December 2019. The panel was comprised of Chris and several Florida city representatives to elaborate on the success of parking specific vehicles being adopted across the country. The municipal representatives also spoke of how well Westward vehicles work for their application. SFMTA in San Francisco attempted to use all sorts of various vehicles for parking enforcement, the trials resulted in SFMTA recognizing the Westward GO-4 as the best vehicle in Parking Enforcement, and these accolades have been received from other cities as well. The new MAX-EV recently performed a pilot with the City of Winnipeg, and they were amazed how well an electric vehicle can perform versus traditional fuel vehicles, they recognized the vehicle as the best electric utility vehicle they have seen.
17	What percentage of your sales are to the governmental sector in the past three years	95% - Please check attached testimonials page.
18	What percentage of your sales are to the education sector in the past three years	5% - Westward is recently gaining strong traction and recognition with Campus's. Purdue, IUPUI, Texas A&M, have all recently ordered or deployed our vehicles, and recognize them as a much more efficient means of parking management.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Westward is not directly listed on any purchasing contract. Four separate dealers have recently listed some Westward vehicles on; the Florida Sheriffs Association through Westward dealer Jeffrey Allen, the Maryland State contract through Werres, the Pennsylvania Co-stars through Trius Equipment, The Carolina state contract through Carolina Industrial Equipment. We are not directly involved with the marketing of these State contracts. The listings are relatively new and I do not have figures to advise. We have recently been receiving a sizeable amount of interest in eastern Pennsylvania for potential contract purchases.
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Westward has not submitted for GSA

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
City of Sarasota	Mark Lyons - Parking Division Manager	941-263-6477
City of Milwaukee - DPW	Thomas Woznick - Parking Services Manager	414-286-3635
Texas A&M University	Jeremiah Kraft - Asst Manager Transportation Services	979-458-6552

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of San Francisco	Government	California - CA	Utility Vehicles. Primarily for Parking Enforcement. Certain other purposes come up such as refuse hauling, utility work, insect control etc.	1,200,000 all figures reported and rounded off at dealer cost- not end user retail	3,600,000
City of Seattle	Government	Washington - WA	Utility Vehicles. Primarily for Parking Enforcement. Certain other purposes come up such as refuse hauling, utility work, insect control etc.	400,000	1,300,000
Jersey City	Government	New Jersey - NJ	Utility Vehicles. Primarily for Parking Enforcement. Certain other purposes come up such as refuse hauling, utility work, insect control etc.	180,000	460,000
City of San Diego	Government	California - CA	Utility Vehicles. Primarily for Parking Enforcement. Certain other purposes come up such as refuse hauling, utility work, insect control etc.	580,000	580,000
City of Berkeley	Government	California - CA	Utility Vehicles. Primarily for Parking Enforcement. Certain other purposes come up such as refuse hauling, utility work, insect control etc.	564,000	564,000

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
23	Sales force.	The Westward sales force is comprised of several direct sales employees mainly based in Winnipeg (and some US based) with a combined total of 70 years of experience in sales. One marketing rep employed by Westward Industries in Winnipeg, these sales reps then deal with the representatives at our dealer network as well as with major customers through phone, email, video and in person meetings. Westward attends trade shows in all applicable industries, we directly attend national conferences while supporting dealers with regional conferences. Our CRM adoption is quite robust we have a significant campaigns program for broadcasting our message. Our marketing person works social media, linked in, google ads, and more.
24	Dealer network or other distribution methods.	Westward and its dealers can cover all of the continental USA, Alaska and Hawaii, as well as Canada. Westward is engaged with 155 US dealer network locations that are actively selling or willing to support our vehicles. We conduct weekly or monthly newsletters or phone calls to all reps that deal with our product. Information and product is distributed through our dealer network and on to the end customer. Through its internal CRM & ERP Westward always stays in touch with the dealer and end customer to ensure product satisfaction. With our new vehicle expansion Westward is seeking to further grow the dealer network. Attaching spreadsheet to list current network.

25	Service force.	Westward's service is provided in collobation with its dealer network. Every dealer location may have anywhere from 1 to 15 technicians. These technicians typically stock diagnostic tools and service manuals. The dealer branches are typically full service garages including, hoists, air tools, and may also offer on site service trucks. Where convenient for the customer Westward will also work with nearby automotive dealerships or municipal fleet garages to ensure vehicles are repaired immediately. Westward provides constant support from its Winnipeg office. In Winnipeg we employ enginneers, technicians, electrical technicians, as well as the owners that provide technical support on a daily basis. At Westward, keeping the the customers vehicle operational top priority as the vehicle may operate in important civil tasks such as Traffic enforcement.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	A majority of the Westward dealer network focuses primarily on the government municipal sector. They are quite accustomed to offering immediate service as municipalities need and want their equipment back on the road ASAP. Typically on-site service trucks are dispatched within hours or 1-2 days of a customer request. The customer has the option to also transfer the vehicle to the local dealer. Westward dealers have servicing equipment such as hoists, air tools, diagnostic tools and more. We do scrutinize our dealers with initial applications to understand their capabilities as well as impose some requirements such as keeping stock on shelf for wearable items, service training, learning the parts ordering portal, etc. . For warranty claims we request that our dealers submit an online form as soon as a customer calls in, this way Westward can track the process through our ERP SAP. At the factory we support dealers and customers every day through phone calls, video calls, Youtube videos, tutorials, remote in sessions, and when needed in person visits.	*
27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Westward is completely committed to providing its products to Sourcwell members. The quicker a purchase can occur the better it is for all parties involved. Westward will promote the new contract number via our website, newsletters, brochures, advertisements, dealer sales literature, trade shows, social media and more. Westward is confident that a national purchasing co-operative will help promote its vehicles and welcomes any future contracting officer to visit the factory or its dealer base. We realize to be successful with the contract Westwards dealer network must embrace a contract sales culture. We will also offer our network webinars or tutorials on the values of the contract on how to promote the contract.	*
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Exactly the same as the above. As Westward begins to expand its Canadian dealer network it will be in a strong position to immediately promote the Sourcwell contract at the early stages of dealer relations.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Westward can service any point in the Continental USA, Hawaii, Alaska, and Canada. Westward is currently servicing Canada direct however will be adding key dealers in 2021. Westward's New England municipal dealer recently retired and closed down their business and Westward is currently interviewing new dealers to place in the territory. Trius Equipment can also support New England in the mean time through Edward location.	*
30	Identify any Sourcwell 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?	Westward will promote in all sectors	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There will be no restrictions. Freight to Hawaii, Alaska, US territories will be quoted at the time we quote the unit to the member. Westward will utilize their quantity freight discounts to pass on savings to the member. Westwards will also allow members to utilize their own means of transportation if they believe this to be to their advantage.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Upon approval Westward plans to add the Sourcewell logo and contract number to all of its marketing materials as well as the contract number. Westward will announce and list its contract number via the company website. Westward continues to develop more advertisements in national publications such as IPMI International Parking and Mobility Institute (full page color advertisement attached). Westward also works with Parking Today, the Golf course sector through NGCOA, NAFA and APWA, as well as Campus associations. On these advertisements Westward is willing to add the Sourcewell contract number. We currently have an inhouse Email blast to 13000 contacts. Also as conferences again begin in late 2021 Westward will post the logo and contract number in its booth. The Westward dealer network have all requested that Westward join Sourcewell to aid in distribution of the Westward product. The dealers are also willing and engaged to list the Sourcewell contract number on quotations. As needed Westward will host webinars and train all dealers on how to use the contract.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	For Social media Westward mainly targets the use of LinkedIn and to a lesser degree Facebook, here any upcoming news is posted. Westward also invests in google ad words to target potential consumers within industries. Westward is willing to add a keyword such as Sourcewell utility vehicles. Westward use's Youtube for any product video tutorials on how to use our products. All pages on our website have been optimized to include metadata that revolves around key terms that are relevant for Westward search results, in this we can also integrate Sourcewell on specific pages. Westward also promotes webinars heavily through the ZOOM/Teams platform, this will help in educating the dealer network.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Westward is fully committed to strong partnerships. The partnership of being involved with a high quality purchasing co-operative such as Sourcewell would continue to bring legitimacy to Westward and its vehicles. If Sourcewell can help promote this category to similar consumers in Westward's range such as but not limited to: Government, Campus's, higher education, non for profits, this would be incredibly valuable as Westward has an excellent product line. There are many ways Westward can integrate Sourcewell in the purchasing process mainly touched on in point 32. Westward will also list the Sourcewell contract number on all quotation sheets. Westward will invite the future contracting officer to visit our facility and to meet with our dealer network. Westward believes that in order to be successful with this contract, the dealer network must embrace the contract sales culture.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	A fundamental part of the delivery experience within the Westward dealer network is the Pre Delivery Inspection (PDI). Before the delivery of the vehicle units are fully inspected by dealer technicians and a PDI form is sent back to Westward. Upon delivery the dealer representative and member walk around the vehicle and visually inspect it. Westward also includes a customer delivery inspection form for any feedback placed inside the vehicle. The dealer rep then reviews and explains the operation of the unit and suggested maintenance found within the Owner's Manual. On a case by case basis and typically on the request of larger municipalities Westward and its dealers will quote on a full one or two day's of training with its operators and or technicians. This quote varies depending if Westward reps are needed and typically covers lodging, air fare, and training. In the past this varies from \$3000-\$5000. Westward partners with leading LPR camera vendors to offer customer convenience in streamlining their LPR purchase with a vehicle. Customer training and or travel will be quoted on case by case basis depending on customers needs, we estimate a range between \$1000-\$3000.
37	Describe any technological advances that your proposed products or services offer.	The Westward Electric Vehicle System is truly an industry leading offering. Westward supplies only long lasting Lithium Ion battery technology which is much more suitable for vehicle propulsion systems. Lithium Ion offers many advantages over traditional lead acid batteries, see attached document in market comparison. Our drivetrain uses permanent magnetic motors which are newer and more efficient than traditional AC motors. Westward has the ability to remote in to customers vehicles via WIFI to help support the customer technicians. The fuel driven vehicles are extremely efficient in terms of emissions and fuel economy, the Westward 3 cylinder engine uses an EGR valve known as an Exhaust gas recirculation system which greatly reduces emissions. Westward offers full OBD2 scanning for diagnostics. Westward has strategic partnerships with industry leading License Plate Reader (LPR) technology companies. Westward has developed best practise in house knowledge for installing LPR technology. LPR is the future of good curb management for cities and campuses. If for ANY reason SOURCEWELL believes LPR should not a vehicle option in this category, Westward WILL remove this option. We are primarily a vehicle builder, LPR is for customer convenience.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	The Westward Electric Vehicle line is the corner stone of the companies green initiatives. Bringing affordable, long lasting, zero emission vehicles to the market is fundamental to the company's mission.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	The Westward Electric Vehicle line is the corner stone of the companies green initiatives. Bringing affordable, long lasting, zero emission vehicles to the market is fundamental to the company's mission. The company has not submitted for any particular ratings.
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Many of our dealers are Women or Minority Business owners. We will attach a list to the best of our knowledge which have these certifications. Individual dealers will also let the Member's purchasing agent know that they are WMBE.
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Westward is very unique as it produces fairly specialized machinery. Westward manufactures tailor built specialized vehicles for the parking enforcement industry, and can integrate LPR at the factory from leading technology vendors. LPR installed and supplied from one vendor offers a more streamless experience for members and to the best of our knowledge no other vehicle maker offers this benefit. The GO-4 XTR compact refuse hauler is the most nimble hauler in the market. The MAX-EV LSV is leading the industry with standard Lithium Ion, composite unibody cab, optional RH drive, optional Air conditioning. To the best of our knowledge no other utility vehicle maker offers air conditioning as an in house optional upgrade. Westward plans to continue adding depth of assortment for many specialized accessories, such as refrigerated van body's and standard van body's for last mile delivery, which is a growth industry considering the explosion in online ordering.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	The Westward Warranty covers againsts manufacturers defects in materials or workmanship for a period of 12 months, 1000 hours, or 7500 miles, whichever occurs first. Where a warrantable condition exists, Westward will cover product, parts, and labor. See warranty for details. "
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	See attached warranty forms for details. The warranty provided is industry standard and does not adversely affect the Member with usage restrictions. Westward warranty excludes damage to a vehicle or component resulting from cause other than manufacturers defect, including excessive strain, improper installation, abuse or neglect, overloading, alterations, as determined by Westward. Transportation or shipping expenses are also excluded.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Transportation or Shipping expenses are generally excluded from the Westward Warranty. We do make special exceptions as deemed necessary by Westward to ascertain a positive customer experience. Our dealer network may offer an additional on site service programs.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Westward has a vast US network of dealers that can cover the continental USA, including representation in Hawaii and Alaska. If a destination is remote Westward has succesfully contracted automotive dealerships to repair the units. In Canada, the objective is to grow the dealer network in 2021. Currently Canadian customers are being supported from the factory and when needed in calloboration with local automotive dealerships or city fleets. The Canadian market plan will be to a few a few premium dealers in key centers and receive support from the factory. Westward also gives members permission and labor credit for doing their own warranty work if it is pre-authorized.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Non Westward brand attachments or accessories are not covered under the Westward warranty, however each OEM offers their own warranty that is passed on to the customer and serviced by our dealer network. Westward will act as the main point of contact for the Member and will help facilitate the exchange to ensure customer satisfaction.
47	What are your proposed exchange and return programs and policies?	Westward does not offer an exchange or return program for its vehicles. If a member orders a vehicle that does not meet their demands Westward will always work with the customer to ensure satisfaction. Westward's dealers have at times accepted trade in's to ensure customer satisfaction.
48	Describe any service contract options for the items included in your proposal.	Westward's dealer network may offer a variety of maintenance programs. Such as preventative maintenance programs, on site service programs, parts on hand programs. This will vary per area and customer and also depends on the requests put forth by customers. The dealer network is very focused on customer satisfaction as success depends on positive references. The dealer programs will be available as an addition to member quotations, as open market items, if the members request these services.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Standard payment terms are net 30 from delivery date	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Westward partners with Real Leasing to offer Tax-Exempt Municipal Lease purchase agreements. This form of leasing has numerous attractive features. Municipal lease-purchase agreements are basically structured as installment sales contracts which are payable from current appropriations. Municipal leases are not considered to be long term debt. Lease terms can vary from one to fifteen years and payments may be made monthly, quarterly, semiannually or annually, in advance or in arrears.; Non Appropriations clause where the municipality can terminate if unable to find future funding, lease typically renew's annually if operating budget is still available, \$1 buy out, very attractive rates. Typical promotions include a do not pay first payment until 1 year after purchase. Documentation and the process is also streamlined and quick. Westward along with Real Leasing also offers commerical leasing for non municipal customers on a 3yr, 4yr, or 5 yr term. Lease quotes will be quoted at the request of members, the request will generate an official up to date Real Lease quote, typically within hours of the request. Westward will also work with members preferred financial institutions.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Sourcewell members may submit orders directly to any authorized Westward dealer which are highlighted on the westward site at https://westwardindustries.com/find-a-dealer/ . Westward will encourage its dealers to provide contracted Sourcewell pricing to its members and list Sourcewell pricing on Westward price sheets and list a unique part number. Provided discounts for using Sourcewell will in majority be paid by Westward as to maintain dealer engagement. The dealers are also incentivized as the Sourcewell process reduces the obstacles of a sole source bid or other form of traditional bidding. Westwards dealer order sheets will clearly ask if Sourcewell was used. Westward through its direct sales force and its CRM typically retains information on the order process and customer contact information, and will promote the Sourcewell contract number. Once the order is received the unit will enter the cue for production and once complete final shipment. Westward will request its dealers to submit monthly information on any Sourcewell creater purchase orders. To ensure compliance, Westward will as frequently as needed contact the customer to verify if Sourcewell contract was used. If any dealer is found to not cite the contract number, further education will be provided, if not followed consequences will occur.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Many but not all of Westward's authorized dealers do accept credit cards, therefore the member may use P-Cards at a majority of the dealer network. Each dealer may have limitations on the size of the transaction by P-Card. Extra fees may apply.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Westward's focus is to offer the consumer or Sourcewell member the best product for the best price possible. Westward is leading innovation at this time by offering superior standard Lithium Ion batteries. All of Westward's base vehicles will offer a 4% discount and additional 1% volume discount off of US MSRP listed on all price sheets, transparency is key. Westward's offering for standard Lithium Ion is extremely competitive in the market place, it will be important to make this comparison when evaluating the Westward offering versus others. Please see the provided market comparison comparing retails for a Lithium Ion offering. For Canadian MSRP the pricing model is the US MSRP multiplied by the exchange rate at the time of the order. The above percentage will be mostly absorbed by Westward to not adversely effect the dealer network on place.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	4% off of all base vehicles - Also see attached industry comparison - Westward vehicles are priced very aggressive when considering standard Lithium Ion
55	Describe any quantity or volume discounts or rebate programs that you offer.	An additional 1% for unit orders above 10 units
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Westward and its dealer network welcomes any requests from customer add on's. Westward and its dealers will work with the customer to ensure customer satisfaction. Such items are open market and pricing typically available to the public, any sourced products will be priced at no higher than the product's MSRP. Freight and install may be additional depending on the product. Open market items will be listed separately so that members can easily recognize them on quotations.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Westward's vehicles generally arrive at the local dealer ready for delivery. To ensure the customer receives exactly what they ordered the dealer performs an additional Pre Delivery Inspection and this cost is excluded from our Pricing. Installation of any customer add on's will also be additional and will be estimated for the customer at the time of quotation. Westward and its dealers are willing to provide any requested customer training and will be quoted on a case by case basis.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight is additional, and will be quoted at the time the Sourcewell member requests the vehicle quotation. Freight will be quoted individually to each member. Westward will utilize their quantity freight discounts to pass on savings to the member. Westward will also allow members to utilize their own means of transportation if they believe this to be to their advantage.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Westward does currently have customers in Alaska. Units to Alaska are teamed with units frequently shipping to the North West USA, once they arrive in Seattle they take the ferry North to Alaska, again quoted at time of vehicle quotation. Hawaii would be very similar. For Canada we are currently looking to ship direct to consumer, being based in Canada we have very attractive shipping rates.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Westward maintains contracts with freight carriers and receives volume based pricing, any discounted pricing will be passed on to the member.

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Westward will pay Sourcewell for all administration fees under this contract. Westward will include the Sourcewell price along next to our published MSRP so that agencies know of the available price and contract. All purchase orders created and received will list a line at the top for referencing the Sourcewell contract number, a unique PO number and or vehicle number will be created for future tracking. Our in house book keeper will be conducting monthly audits. Our order receiving staff will reach out to each consumer to verify satisfaction and if Sourcewell contract was used. Westward minimizes costs to the dealers associated with using the Sourcewell contract as to encourage engagement. If during our post audit contact the dealer is found to intentionally not list the Sourcewell contract the dealer will be at risk of losing Westward as a product line.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Westward proposes and agrees to pay 1% administrative fees on sales of whole goods received via the Sourcewell contract. Excluding shipping, pdi, additional training or travel requests, and recurring LPR software fees.

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>"GO-4 Parking Enforcement Utility Vehicle: Please see all attached brochures and specifications for more detail. In summary, Westward builds task-specific utility vehicles. Starting with the GO-4, The GO-4 has been tailor built for the needs of parking enforcement, or any other purpose where a center operator vehicle with easy access to the curb is needed. We have also seen some success with water meter reading customers. The GO-4 allows for an operator to easily navigate congested areas. With one wheel up front the vehicle is able to offer a 9 foot turning radius, the best in the industry. The chassis is comprised of an extremely tough 2.5 inch steel rollbar tube which offers unparallel protection. Upon exit each side offers a Split level sliding door, the operator can opt to close the bottom half of the door or the entire door. Having a door on each side allows the operator to ALWAYS exit on the safe side of the vehicle avoiding traffic flow. At 54 inches wide the GO-4 can perform its duties with minimal interruption to passing traffic. Roof lighting at over 6 feet in height allows for excellent visibility. The GO-4 is offered in an efficient gasoline 3 cylinder automotive engine or a fully electric platform with a selection of Lithium Ion battery packs. The GO-4 has many useful options such as a premium air ride seat, air conditioning, bluetooth radio, full length rear view mirrors for increased visibility, back up sensors, nerf bars, safety glass film for operator protection and more. Westward works closely with industry leading LPR companies to offer LPR integrated at the factory as to allow the vehicle to arrive ready for final configuration and LPR training.</p> <p>GO-4 XTF Utility flat deck: This model is similar to the above however it is approximately 20 inches longer, is fitted with a 4x5 foot aluminum flat deck. Instead of sliding doors there are optional hinged doors. This vehicle is offered to customers seeking some of the inherent benefits of the GO-4 with the addition of a large flat deck for increased cargo such as wheel boots, insect control equipment, landscaping tools and more.</p> <p>GO-4 XTR Utility refuse hauler: This model is similar to the XTF with the addition of a near 2 cubic yard poly bin with hydraulic pump that has been outfitted to a reinforced XTF chassis with a 1000lb payload capacity. Effectively this is the most compact and nimble refuse hauler on the market. It has applications for gated communities, marinas, zoos, large museums, large commercial complexes, city fleets, city promenades, campuses and more.</p> <p>MAX-EV 4 wheel Utility LSV: The new MAX-EV is a low speed electric utility vehicle. Designed from the ground up with today's technologies. The MAX-EV seeks to transition fleets away from emission polluting vehicles to a dependable, BEST in class long lasting Lithium Ion vehicle. MAX-EV offers a twin passenger set up with optional right hand drive for curb access. MAX-EV offers a standard 1000lb payload with optional upgrade. The MAX-EV offers a long list of options and accessories for various industries, here are some: Four battery packs to pick from depending on range needed, Optional steel doors, heat, Air Conditioning, bluetooth radio, nerf bars, back up sensors, RH drive, LPR integration, tow hitch, van body, van body with refrigeration, tool box, ladder rack, clamping deck walls, and more to come. MAX-EV has broad spectrum of market applications including but not limited to: city fleets, campuses, landscaping, insect control, refuse hauling, last mile delivery, golf course landscaping, refrigerated services, basic transportation, equipment hauling, and more. This model will continue to receive new developments in options depending on customer demand and input.</p> <p>MAX-EV 3 wheel utility or transport vehicle: The new MAX-EV 3 entering production in early 2021 is based on the 4 wheel platform. The transition to 3 wheels allow for greater speeds than the 4 wheel LSV model. Twin passenger, two wheels up front and one wheel in the back. Reduced cargo payloads this vehicle is designed for Parking Enforcement, light transport, mail or food delivery, campuses and more. Many of the same options as listed above in the MAX-EV 4 will be available such as Air Conditioning and LPR install.</p> <p>Regarding LPR install, as a convenience to members and due to demand in the market, Westward has strategic partnerships with leading North American LPR providers and on appropriate models allows the LPR addition to be made direct the factory, greatly streamlining the process of sourcing the vehicle and LPR provider separately. This option can be removed from the offering if needed. "</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	None. All our vehicles fall under utility or transport.

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

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

Line Item	Category or Type	Offered *	Comments
66	Utility Vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	All Westward vehicles *
67	Task Vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	All Westward vehicles *
68	Golf Carts	<input type="radio"/> Yes <input checked="" type="radio"/> No	We are working on a MAX-EV beverage cart option for courses. *
69	Low-speed Vehicles (LSV)	<input checked="" type="radio"/> Yes <input type="radio"/> No	MAX-EV *
70	Parking Enforcement	<input checked="" type="radio"/> Yes <input type="radio"/> No	Westward has the industry leading offering or parking enforcement. *
71	Patrol and EMS Solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Although not marketed, our flat decks can be used for EMS. Our GO-4 has been used many times for patrol.
72	Passenger Shuttles	<input type="radio"/> Yes <input checked="" type="radio"/> No	only for 2 people currently. Future 4 person model coming.
73	Burden Carriers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our standard MAX-EV is rated to two 1250 lbs
74	Side-by-sides	<input type="radio"/> Yes <input checked="" type="radio"/> No	
75	All-Terrain Vehicles (ATV)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
76	Snowmobiles	<input type="radio"/> Yes <input checked="" type="radio"/> No	
77	Personal Watercraft	<input type="radio"/> Yes <input checked="" type="radio"/> No	
78	Food and Beverage Solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	We have a van body addition with refrigeration coming out in early 2021
79	Athletic and Campus-use Vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	

Table 15: Industry Specific Questions

Line Item	Question	Response *
80	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.	Westward will monitor each dealers use of the contract as well as analyze each territory in the country to check for contract engagement. If particular dealers are found to not be using the contract, Westward will further educate the dealer as to the advantages of the contract. It is important to Westward that all dealers utilize this contract as Westward believes it is the premier Cooperative Contract both for price to the Members as well as being a solution to their procurement requirements. Initial talks with all Westward dealers regarding this potential bid have in fact highlighted the need for a Sourcwell contract for Westward vehicles, an award would truly benefit all parties including members. Unique Part numbers will also be created for referencing vehicles ordered via Sourcwell contract. *
81	Identify the engine types available for your products (e.g., gasoline, diesel, CNG, propane, hybrid, electric, etc.)	Electric and Gasoline models
82	Describe the reliability of your products in extreme hot and cold environments and inclement weather.	Westward's fuel models operate well under any temperatures, they are built in Winnipeg Canada and operate in towns as hot as Calexico California and as cold as Fargo, North Dakota. The Electric models operate well in ambient temperatures up to 110 degrees ferenheit, if temperatures soar above this level then the on board system may reduce power of the vehicle. In sub freezing weather the electric models should be charged in doors or be outfitted with an optional battery warmer that initiates on charge. in colder temperatures such as 0 degrees farenheit there may be a loss of range of 15-20%.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Christian Franz, Vice President, Westward Industries Ltd

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 4_Utility_Transport_Golf_Recreation_122220 Thu November 19 2020 01:54 PM	<input checked="" type="checkbox"/>	1
Addendum 3_Utility_Transport_Golf_Recreation_122220 Fri November 13 2020 03:48 PM	<input checked="" type="checkbox"/>	1
Addendum 2_Utility_Transport_Golf_Recreation_122220 Wed November 11 2020 11:00 AM	<input checked="" type="checkbox"/>	1
Addendum 1_Utility_Transport_Golf_Recreation_122220 Wed November 4 2020 04:33 PM	<input checked="" type="checkbox"/>	2

EXHIBIT 2: MODIFICATIONS TO THE AGENCY AGREEMENT

1. References. All references to “Sourcewell” in the Agency Agreement shall mean and be understood to be “City of San Diego”. All references to “Vendor” or “Supplier” in the Agency Agreement shall mean and be understood to be “Westward Industries Ltd.” and “Turf Star Inc. dba Turf Star Western”. All references to “Authorized Dealer(s)”, “Authorized Distributor(s)”, and “Authorized Reseller(s)” in the Agency Agreement shall mean and be understood to be “Turf Star Inc. dba Turf Star Western”.

2. Invoice Detail. Contractor’s invoice must be on Contractor’s stationary with Contractor’s name, address, and remittance address if different. Contractor’s invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due. Invoices must be emailed to:

Email: IOB-Fleet-AcctsPayable PWAcctsPayable@sandiego.gov

3. Delivery and Inspection. As described in the Contract Documents.
4. Warranty. As described in the Contract Documents.
5. Insurance. As described in the Contract Documents.
6. Indemnification; and Liability. As described in the Contract Documents.
7. Purchases under this Contract must comply with all applicable laws and regulations, including the City’s Transparent and Responsible Use of Surveillance Technology Ordinance requirements set forth in SDMC section 210.0101 et. seq.
8. The remaining portions of the Agency Agreement shall remain in full force and effect.

EXHIBIT 3: PRICING PAGES

Westward Industries #122220-WWI

Pricing for contract #12222)-WWI offers Sourcewell participating agencies the following discounts:

- 4% discount off all base vehicle MSRP
- Additional 1% discount for unit orders above ten units

***All pricing is subject to a 7% surcharge