

**Solicitation Number: RFP #011822****CONTRACT**

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

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

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

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires March 23, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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

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

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

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

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

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

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

### **3. PRICING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

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

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

The Report must contain the following fields:

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

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

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

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

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

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

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this 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 party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

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

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

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

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

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

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

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

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

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

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



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

*3. Use; Quality Control.*

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

4. As applicable, Supplier 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 Supplier 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 suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

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

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

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

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

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

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

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

#### **16. SEVERABILITY**

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

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

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

## **19. COMPLIANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

**22. CANCELLATION**

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

Sourcewell

Jahnke & Sons Construction, Inc.,  
dba WHP Trainingtowers

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 3/18/2022 | 4:14 PM CDT

DocuSigned by:  
*Joseph P. Kirchner*  
By: CA7DBE0B67624AC...  
Joseph P. Kirchner  
Title: Executive Vice President  
Date: 3/23/2022 | 6:37 PM CDT

Approved:

DocuSigned by:  
*Chad Coauette*  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 3/23/2022 | 7:01 PM CDT

# RFP 011822 - Public Safety Training and Simulation Equipment and Technology

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## Vendor Details

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

## Submission Details

Created On: Monday January 17, 2022 08:51:32  
Submitted On: Tuesday January 18, 2022 16:02:10  
Submitted By: Rob VanBibber  
Email: info@trainingtowers.com  
Transaction #: 5b9a1bf2-b73f-4ed1-b976-1f3162de71e6  
Submitter's IP Address: 45.16.238.177

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## Specifications

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

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Jahnke and Sons Construction, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	WHP Trainingtowers
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	WHP Trainingtowers
4	Provide your CAGE code or DUNS number:	Cage Code: 1LD28 DUNS: 04-663-5053
5	Proposer Physical Address:	519 Duck Road Grandview, MO 64030
6	Proposer website address (or addresses):	www.trainingtowers.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Joseph P. Kirchner Executive Vice President 519 Duck Road Grandview, MO 64030 joek@trainingtowers.com 913-343-0446
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Joseph P. Kirchner Executive Vice President 519 Duck Road Grandview, MO 64030 joek@trainingtowers.com 913-343-0446
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Maggie Scaletty Chief Operating Officer 519 Duck Road Grandview, MO 64030 maggies@trainingtowers.com 913-385-3663

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

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Jahnke &amp; Sons Construction, Inc. (JSC) d/b/a WHP Trainingtowers™ (WHP) is a family-owned corporation in the 24th year of business. JSC was established as a local construction company by the owner, Chief William Jahnke (Ret.). In 1997, Chief Jahnke retired as Chief of the Overland Park, KS Fire Department. In 1998, Chief Jahnke acquired WHP. WHP sells pre-engineered fire training towers to fire departments, military, governments, and municipalities throughout the world. JSC's 23 employees work diligently to market, sell, and make the best metal training facility on the market.</p> <p>WHP was established in 1980 and was the first company on the market to offer an alternative to older costly concrete designs. At WHP, we plan, construct, and stand behind the strongest, most rugged metal structure in the fire training business. Our experience, quality and innovation can be seen in more than 900 training tower installations over forty years.</p> <p>We believe that in order to ensure our customers receive the most quality products with the most value for their training program, our involvement throughout the process is critical from start to finish. The majority of our projects are turn-key from design, to fabrication, delivery, and installation. We don't stop there as we also provide training, maintenance, and inspection services after completion of the project. The safety of our communities rides on the success of each of our installations for each individual customer.</p>
11	What are your company's expectations in the event of an award?	A Sourcewell contract award would allow JSC dba WHP Trainingtowers to reach more customers looking to improve their training programs. At the end of 2021 we moved our corporate and production facilities to a larger location. This move has doubled our production capacity as well as providing over 4 acres of paved staging and outdoor warehousing space. By marketing a newly executed Sourcewell contract, and creating awareness of our new purchasing platform, we expect to generate immediate interest in both your existing customer base as well as peak the interest of potential customers looking for a purchasing program such as Sourcewell.
12	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.	Financial documents have been attached in the documents portion of our response.
13	What is your US market share for the solutions that you are proposing?	Our market share for the US market for metal fire training towers is 60%.
14	What is your Canadian market share for the solutions that you are proposing?	In 2021 the portion of our overall revenues to the Canadian government was 12.5% and our Canadian Market Share for Steel Fire Training Facilities is 40% of the Canadian Market.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>From the descriptions provided, JSC dba WHP Trainingtowers is best described as a manufacturer and service provider. There are components of our overall system which we source from our network of suppliers, however as a whole, we design the each training structure, complete the procurement of raw materials and components, and deliver the complete building package to our specifications. Our sales &amp; service force is a combined team of both JSC sales &amp; service employees and regionally located individuals providing sales &amp; services as a third party. This format allows our direct employees to provide immediate functions during the sales and service cycle and assist our outside sales &amp; service team as necessary. We also have the ability to expand capacity quickly through our outside sales &amp; service team.</p>

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	We have provided the Fire Service with more pre-engineered metal fire training towers and buildings than any other supplier in the world and have done so as a licensed turn key contractor and building supplier. WHP is currently licensed in 25 states throughout the United States with the ability to obtain/activate additional licenses when necessary for a specific project. There are 16 states that do not require a contractor's license to work in their state. We also provide a third party engineer review of every training structure we deliver. Our third party engineers has the ability to wet stamp our engineered documents in all 50 states as well as every Canadian Province. Engineer wet stamps are required by NFPA 1402.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A.	*

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

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	We do not have record of any relevant industry awards within the past 5 years.	*
20	What percentage of your sales are to the governmental sector in the past three years	In the past 3 years 98.23%% of our sales have been to Federal, State and Local Government. 9.63% is federal government contracts and 1.77% of our sales are to industry customers.	*
21	What percentage of your sales are to the education sector in the past three years	Percentage of sales to the educational is 5.48%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract # GS07F5448P	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract # GS07F5448P 2019 Sales: \$894,300.32 2020 Sales: \$2,532,166.06 2021 Sales: \$1,041,757.56	*

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *	
Colorado Division of Fire Prevention and Control	Mark Quick	9707495100	*
University of Maryland Fire Rescue Institute	Patrick Marlatt	3012269900	*
Brookline Fire Department	John Sullivan	6177302272	*
City of Fairfield Fire Department	Donald Bennett	5138675379	
Massachusetts Department of Fire Services	Peter Shipman	9785673164	

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

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Farmer's Branch Fire Department	Government	Texas - TX	Turn-Key design, manufacture, install of a custom high-rise fire training structure including foundation design, foundation installation, and utilities.	\$1,536,443.56	\$0.00
Palm Beach Gardens Fire Department	Government	Florida - FL	Turn-Key design, manufacture, install of a custom high-rise fire training structure including foundation design, foundation installation, and utilities.	\$1,472,411.86	\$1,472,411.86
Luzerne Community College	Education	Pennsylvania - PA	Turn-Key design, manufacture, install of a custom high-rise fire training structure and service	\$1,365,878.49	\$27,908.49
Santa Clarita Community College	Education	California - CA	Turn-Key design, manufacture, install of a custom high-rise fire training structure including foundation design, and foundation installation.	\$2,168,284.00	\$0.00
Los Angeles County	Government	California - CA	Turn-Key design, manufacture, install of a custom hazmat training center.	\$4,370,680.60	\$0.00

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

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

Line Item	Question	Response *

26	Sales force.	<p>The WHP sales team is made up of two internal sales representatives, three contracted external sales representatives, and two internal auxiliary sales staff. Our internal sales staff is located at our corporate location in Missouri while the three outside sales people represent the Northeast, Southeast and South regions. Together, they call on potential clients and create a custom fire training tower that fits the needs and wants of each client's community.</p> <p>Our sales force works together to meet the following objectives:</p> <ul style="list-style-type: none"> <li>• Increase sales and profits</li> <li>• Increase customer numbers</li> <li>• Increase upsells and cross-sells</li> <li>• Increase productivity</li> <li>• Enhancing the sales process.</li> </ul> <p>For years, WHP has been at the forefront of customer-focused fire training towers, offering a full turn-key approach to department's fire training needs. Over this time, we have built a wealth of knowledge, from industry experts and experience, in what department's need and want for their community. Combining our industry knowledge and our experience in delivering complex training towers, WHP is well placed to help customers quickly see a return on their investments. We understand that a successful implementation is more than just delivering a building, this is why we also work with our clients to provide post-sale support and deliver a training program to enable their department.</p> <p>By choosing this approach, departments will directly benefit from our expertise and knowledge of the industry. While the fire industry faces different challenges within their community, we know our clients have individual needs and priorities. Our team is flexible and adaptable to easily configure a custom training tower that will fit and help any department's needs and wants.</p> <p>Our consultants will work with the departments to identify which capabilities are required and deliver those priorities accordingly. Using our in-house production and manufacturing team, allows us to accelerate this process and help departments move quickly into building their fire training tower.</p>
27	Dealer network or other distribution methods.	<p>Most all of our sales are direct to customer sales. We feel that it is important to communicate directly with our customers as much as possible during the design, manufacturing, delivery, installation, and post-sale support. We do sell some products through our network of affiliates when it makes the most sense for the end use customer.</p>
28	Service force.	<p>The WHP service team comprises of two field technicians, two service technicians, and a third party contracted service company. We have the ability to deploy personnel to five separate locations at one time, or combine a team of technicians for larger service calls. Our technicians also communicate remotely with our customers, answering questions and helping our customers with simple upgrades or modifications.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>After the inside or outside salesperson has refined the design to meet the customer's needs and the order is processed, the inside salesperson then submits the customer's purchase order to our project management team. All orders are initially reviewed by the salesperson who is the point of contact during the sale, then they are submitted to project management for initial logging and to start the project cycle. The salesperson is involved in the project hand-off and to answer any specific questions that the customer or the project management team have prior to the start of the project cycle.</p>
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Customer service comes through several channels, typically from project management, warranty, sales, or web contact. Each inquiry is logged into our CS database system by the database manager and tagged based on subject. The subject tag initiates the team member with the best expertise to solve the customers issue/concern. Many CS items are resolved utilizing remote communication for example instructions on operating a temperature monitoring system would be handled by our a technical service team member. Our initial response goal is 24 hours, with follow-up remote service able to be conducted immediately. CS requests that involve field service can typically be performed within two weeks, depending on complexity and customer urgency. In rare urgent cases, we have mobilized within 24 hours for customer service.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>As a US based company, the majority of our projects fall within the United States. As stated previously, our contractor licensing resume and ability to obtain additional local licenses or certifications allows us to work anywhere in the United States.</p>
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>The majority of the projects we provide to Canada are materials supply contracts for installation by local professionals. We limit our current staff to work under our licenses in the United States, but we do make available our technicians to consult on Canadian installations either remotely or in-person at the customer's request.</p>



33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are currently able to provide material products and service in all parts of the United States and material products in Canada. We offer consultation services in Canada for the installation portion of the project.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We currently do not have a limit on participating entity sectors.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Some of these regions require the local workforce to supply a percentage of the work on the project. If this is the case, we would work with the customer to provide the appropriate amount of field consulting to ensure proper installation of the product(s). Labor and Freight rates will be affected in these regions also.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Each year, WHP's marketing focuses on eight main objectives:</p> <ol style="list-style-type: none"> <li>1. Increase lead quality</li> <li>2. Reduce the percentage of lost sales</li> <li>3. Increase a customer's lifetime value</li> <li>4. Improve awareness and demand around new products</li> <li>5. New product launches</li> <li>6. Increase profitability</li> <li>7. Create new revenue</li> <li>8. Increased brand awareness.</li> </ol> <p>Partnered with the sales team, WHP attends an average of 20 trade shows each year to obtain these objectives. Promotion of these shows is done through social media marketing, email blasts, networking and direct paid advertisements. As a result, we see hundreds of potential new customers each year through trade shows.</p> <p>The opportunity to hold a Sourcewell contract will give us the ability to promote the contract as a tool for customers to get the quality product they envision for their community in a streamlined, turn-key delivery method. We understand that not all opportunities will fit within this contract, however, our goal will be to present our Sourcewell contract as one of the primary solutions available to them. Knowing our historic customer base, it will give us the opportunity to introduce many more entities to the Sourcewell name.</p>	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Currently, WHP's products are featured on Facebook, Instagram, YouTube, and LinkedIn. We have gained followers and interacted with over 4200 customers through these outlets since January 1, 2022. Through these outlets we promote our new customers that are added to the WHP Family, training articles, well wishes for holidays, grant information, partner companies, and blog entries.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	As we tell our customers, we are experts in our field, just like Sourcewell is the expert in getting their participating entities the resources they need. We have designed and constructed over 900 projects, but we have never built the same thing twice. All of our customers are unique and we use the historic knowledge of our past customers to help each new customer define a solution that best fits their needs. We aren't interested in trying to sell them the same thing we sold before. We want to listen to them and provide them the best solution and we feel that Sourcewell's role will be to help the participating entities understand the ease of procuring a training solution specific to their community's needs.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not currently have an e-procurement platform for our products.	*

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We list a two-day Live Fire Fixed Facility Training Course conducted at the customer's training facility for up to 12 trainees. The course complies with NFPA 1403 standards. In addition, the course will be customized to meet the specific requirements of the fire department. This content as well as current principles and practices associated with live burn training will be facilitated by a WHP Trainingtowers Training Consultant. This course delivery will consist of the purposes and processes necessary to comply with NFPA 1403 standards to ensuring that live fire training evolutions are conducted in safe facilities with minimal exposure to health and safety hazards for fire fighters. This includes both curriculum-based learning as well as hands-on practical training in the fire department's own fixed facility structure. This course will include a minimum of 4-hours that will consist of an active overview including the completion of live burn training evolutions and burn procedures with the instructor in order to review practical live fire training applications specific to the customer. The textbook associated with this course is Live Fire Training: Principles and Practice. 1st Edition. ISBN-13: 9781284041231. WHP Training Towers will not supply the textbooks as they are not required for course completion. Upon successful completion of this course, trainers will receive a certification of course completion from WHP Trainingtowers stating successful completion of the requirements as stated within NFPA 1403 standards. This is an optional program and costs \$7,125 per session and is detailed in our pricing attachment.
41	Describe any technological advances that your proposed products or services offer.	<p>Specific to our burn rooms, we offer out Patent Pending Padgenite Interlock™ thermal lining system. This thermal lining system is further described in the attached marketing material, however the highlights of this product include reduced maintenance, highest surface durability on the market, and the best overall thermal resistance as compared to the durability.</p> <p>We also are offering our Patent Pending MODx modular fire training structures. These structures offer a modular construction solution without the need for structural walls. This allows the walls, windows, and doors to be interchangeable unlike other building systems requiring fixed structural walls and stationary doors and windows.</p> <p>With our burn rooms we include a battery operated WIFI enabled temperature monitoring system. This system allows for viewing and operation from up to 5 handheld devices through the available app.</p>
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	As our training structures are primarily manufactured from steel, we follow initiatives to utilize recycled content in our raw steel products. Our initiative is relevant to the "Leaders in Energy and Environment Design" LEED rating system.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Our Alarm Series raw structural materials are manufactured in accordance with ISO 9001 quality standards.</p> <p>Our Padgenite Interlock™ raw thermal materials are manufactured in accordance with ISO 9001 quality standards</p>
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We are registered as a small business through SAM (System for Award Management).
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	We are the only provider in the industry offering the Patent Pending MODx™, Patent Pending Padgenite Interlock™, and exclusive Alarm Series™ products. We also offer freight and labor for installation making this a true turn-key solution, unique to others in the industry. Because these products are so unique, having our company, the manufacturer, also provide the installation makes this a true turn-key benefit for the customer knowing they have one point of contact throughout the process and beyond.

**Table 9A: Warranty**

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

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	WHP Trainingtowers carries various warranties across our line of products from 1 year to 40 years. We offer a standard 1 year labor warranty, then extended warranties on various materials as defined in the attached warranty samples.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our warranties do require end users to operate the structure per NFPA or any other state guidelines and maintain the system per the O&M manual.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Our labor warranties do cover all costs associated with labor including time, travel, and mileage.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have the ability to provide warranty repairs in all 50 states. We do not have labor available in Canada at this time, however we do work with companies within Canada to ensure warranty issues are addressed in a timely manner.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The majority of our warranties are direct warranties from WHP Trainingtowers as the manufacturer/installer. We do have some extended warranties from our network of material vendors. Some vendors we have worked with for over 25 years and have a long standing relationship to ensure warranty issues are addressed properly.	*
51	What are your proposed exchange and return programs and policies?	In most cases, we will repair or replace the material in question and if it is no longer available we will replace with a material of equal or greater value.	*
52	Describe any service contract options for the items included in your proposal.	We provide an option for an annual inspection/maintenance visit which includes labor and a small amount of stock materials for any repairs necessary. This item is detailed in our pricing attachment.	*

**Table 9B: Performance Standards or Guarantees**

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

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services	<p>The reason WHP Trainingtowers gravitates towards a turn-key solution centers around our ability to control the process and provide a full guarantee to the customer. With our direct involvement throughout the process from design to engineering and manufacturing to installation; we take full responsibility for the success of the project. We have been providing these services for years and our customers expect us to stand behind our products because we are involved in every aspect of their project. The customer has one phone call to make and we take care of the rest.</p> <p>Specific standards we have in place include:</p> <ul style="list-style-type: none"> <li>• Track each instance of reported incorrect parts/assemblies and identify if the problem is with the CAD, tool-paths or process and amend as needed.</li> <li>• Track makeup shipments per project, then correct master packing lists, takeoff spreadsheets or embedded CAD blocks as necessary. Review takeoff/shipping procedures if the makeup shipments exceed .25 per project.</li> <li>• Track weld/fitting re-works during QC. Do additional training if re-work exceeds 1% of welds or one in 10 assemblies for fit-up issues.</li> <li>• Track shipment requested date and date shipments are assembled for departure. Track down where issues that cause any late shipments and adjust Kanban limits/lead time guidelines as necessary.</li> <li>• Review each project with the installer to address any shortages, fitment issues, or design change requests.</li> <li>• CNC equipment to be checked for slop, binding and squareness as recommended by manufacturer or shop procedures. CNC operators to be trained and cleared by the shop manager.</li> <li>• Welders are certified and checked out by shop management.</li> </ul>
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>Specific standards which apply to our services include:</p> <ul style="list-style-type: none"> <li>• All installations are punch-list walked through by an in-house WHP Installation Inspector before completion.</li> <li>• Items that cause field issues more than three times shall have the installation details reviewed and edits or re-engineering notes sent to installation technicians/contractors.</li> <li>• All shipments from WHP/vendors shall be checked and contents verified upon delivery to prevent delays in the case of shortages.</li> <li>• Shortages, fit-up issues or incorrect hardware is reported to PM for review with the vendor or WHP shop to correct as needed.</li> <li>• Any deficiency requiring a charge-back shall generate a report explaining the specific issue, the field remedy, and a recommended correction.</li> </ul>

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	In general, our payment terms are as follows, however can be negotiable depending on customer's requirements: For materials a deposit of 25% on the building package is due on receipt of order (signing of contract). Balance of payment on materials due on delivery to site. No retention on materials. Labor will be billed monthly. Invoices not in dispute over 30 days will be assessed 1 ½ % per month on balances in excess of 30 days.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	We work with lease/finance companies to provide financing options. These options can be quoted as an open market line-item cost.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Once a contract is awarded, we will adhere to the terms and conditions set forth in the Sourcwell contract. Individual transactions with participating entities can either be contracted with their PO or we can issue a written construction contract, a sample of which has been provided in the attachment section.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	We are not set up for P-Card procurement at this time.	*

**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 *
59	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.	We have included an overview document including our pricing schedule. In general, we offer a 10% discount on our list pricing for our materials items and a 5% discount for our service related items.
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We offer discounts from list pricing in the 5%-10% range.
61	Describe any quantity or volume discounts or rebate programs that you offer.	We do not include any volume discounts or rebates at this time.
62	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.	We want to make an effort to customize each building to provide a comprehensive package that meets each customer's specific needs. Part of that effort requires us to have the ability to source options to be included as open market or non-standard items. We propose the same structure off of our open market list pricing with a 10% discount on open market materials list pricing and a 5% discount on open market service items.
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Our pricing includes all materials, freight, and labor line items necessary for the successful completion of the project. We offer a foundation design option for the customer to utilize with their local forces to install a foundation prior to our installation. We also recommend concrete fill on metal floor decks in our Alarm series for a complete installation. Some other items which we exclude, however may not be necessary for a complete installation include freight beyond 750 mile radius of Grandview, MO, prevailing wages, taxes, bonds, and permits.
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	We offer a freight line item for each one of our materials packages within a 750 mile radius of Grandview, MO which covers the majority of the continental United States. We will include an open market line item for any freight beyond this radius.
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Containerization is required for most shipments to Alaska, Hawaii, or other off-shore locations. We would containerize at our facility and deliver the containers to the port at which our base freight line item would be invoiced. We then would issue an open market line item for the additional ocean freight costs associated with providing our materials package to an off-shore location. Most Canadian locations can still be reached by over-the-road trailer and our open market freight line item beyond our 750 mile radius would take effect.
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	In order to provide the complete turn-key solution that Sourcewell participating entities are looking for, we are offering line items for materials freight, and labor. Not all Sourcewell customers will want a complete turn key solution, and by itemizing our costs into these three line items, they can choose anywhere from materials only, all the way to a full turn-key installation. With our great history in providing turn-key solutions across the US, and our 25 contractor licenses and counting, we know that our packages offer a unique opportunity for Sourcewell participating entities to obtain a fully designed, manufactured, and installed fire training structure. Also, our burn room options are designed as Class A burn rooms meaning customer's can burn combustible materials such as wood and straw, but they would also have the option to purchase a Class B (propane or NG fired) prop from a Gas-fired prop company for installation within our bur room system. Our framework allows the customer a multitude of options during the installation and post-installation.

**Table 12: Pricing Offered**

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

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>When our salespeople generate a Sourcewell quote or estimate they will denote on the quote or estimate that it is Sourcewell pricing. Upon receiving a signed quote or purchase order based on the quote the salesperson then hands the approved quote or purchase order over to project management who generates a project number or sales order number.</p> <p>On Sourcewell projects and Sourcewell sales the order is denoted for a project as Location Year-W-Project Number SOURCE</p> <p>For example: Kansas City, KS 21-W- 911 SOURCE</p> <p>For a sales order it is denoted as Location S- Sales Order Number Sourcewell Example: Kansas City, KS S- 20526 SOURCE</p> <p>They are coded with the Modifier "SOURCE" behind their project number or sales number and will be reviewed quarterly by job type.</p>
69	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.	We will use a couple of different metrics to track our success with the contract. Fiscally we will use percentage of sales of Sourcewell sales against our percentage of overall sales in order to track our immediate success. In addition, we will track our success rate by looking at data analytics associated with all of our marketing engagements and social media engagement targeted specifically to Sourcewell buyers.
70	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.)	We propose a fee of 1.25% of our sales under the contract.

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

Line Item	Question	Response *
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>WHP Trainingtowers™ offers both structural steel fire training tower options as well as modular fire training systems in a variety of models and configurations to meet your training needs. Our offering of standard options and models as well as custom configurations provides the ability to better control ventilation and fire suppression in a way that more realistically mimics the challenges of today's modern fire environment.</p> <p>WHP Trainingtowers™ provides extensive background in the design, and construction of fire training facilities. Our team approach to this project would be to develop, from the specifications, a preliminary design of the building. We would then meet with the participating entity and any other parties identified by the participating entity to review all aspects of the building as it pertains to training operations and site adaptation to the specific site. From this input we would:</p> <ul style="list-style-type: none"> <li>▪ Develop working drawings for review and changes as appropriate and finalize for approval.</li> <li>▪ Develop our building submittal package to present to the authority having jurisdiction for approvals and permits.</li> <li>▪ Provide a construction schedule input to keep the project on schedule and meet the completion dates.</li> <li>▪ Provide monthly updates on schedule and cost.</li> <li>▪ Provide erection of the building.</li> <li>▪ Prepare maintenance and operational manuals.</li> <li>▪ Final acceptance of the project by the Owners.</li> </ul> <p>We set a high standard for our buildings with regard to quality. Our team is trained to pay attention to minor details in the fabrication of the building and the quality of the materials supplied. We have a checklist that every crew must follow which acts as a reminder to them of the level of quality we expect on each project. This attention to quality is reflected in our offering a 5-year warranty on our structure and 40- years on the paint. More importantly it is reflected in our satisfied customers and longevity of our structures. We truly mean "Built to Last".</p> <p>We pride ourselves on once a contract is executed, we seldom, if ever, have change orders on a project except when the owner changes the scope of a project. We strive to anticipate problems before we finalize our drawings minimizing change orders and cost overruns. Completion of your project on time and in budget is our number one priority.</p> <p>WHP Trainingtowers™ prides itself on our safety record. We have had no lost time accidents on a job site for the past seven years. We have a written loss control plan, which is applied to every project. We require our subcontractors to have written safety plans and we monitor their activities to ensure a safe working environment is maintained on the projects.</p> <p>WHP would provide the fire training building design, deliver the building package, follow through on final approval and close out of the project.</p> <p>Since 1980 WHP has provided the Fire Service with more pre-engineered fire training buildings than any supplier in the world. We are owned and operated by Fire Service Professionals prepared to partner with you from the initial needs assessment to acceptance of the completed product. Our success is directly tied to your satisfaction.</p> <p>WHP Trainingtowers™ offers many advantages over other options on the market:</p> <ul style="list-style-type: none"> <li>▪ Strength - Nothing in our structural components is lighter than 18-gauge hot dipped galvanized metal.</li> <li>▪ Low Maintenance - Built into the system</li> <li>▪ Safety - OSHA compliant, engineered to meet YOUR local building codes</li> <li>▪ Realism - Designed to simulate "real world" conditions</li> </ul> <p>We blend a strong commitment to quality and safety with the experience to do the job right.</p>
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>As sub-categories to our fixed and modular training facilities/structures, we offer the following:</p> <ul style="list-style-type: none"> <li>▪ Freight</li> <li>▪ Labor to install</li> <li>▪ Foundation Design</li> <li>▪ Training</li> <li>▪ Service/Maintenance</li> <li>▪ Inspections</li> </ul>



**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
73	Facilities, structures (fixed or mobile), equipment, props, supplies, and consumables.	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer both fixed and modular fire training facilities/structures and well as burn rooms and roof props all as Sourcewell contract line items. We can provide additional customization through our open market platform.
74	Augmented or virtual reality, interactive, and digital simulation technology and related software, hardware, or equipment.	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do not offer augmented or virtual reality at this time.
75	Instructional, educational, and training programs or systems with related materials and supplies.	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer a training program adhering to NFPA 1403 as defined in our attached proposal.
76	Services related to the offering of the solutions described in RFP Sections 1. a. – c., including design, installation, maintenance, repair, training, integration, support, and customization.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Design, Installation, Maintenance, Repair, and Training are all provided as line items in our pricing structure. We can also assist with integration of props or components from other vendors as well as customization through our open market platform.

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
77	Describe your products/services interoperability with other public safety equipment, software and systems, if applicable.	Our products provide both fixed and modular space allowing the end user to utilize the space for their firefighter, police, and public safety training programs. The end user's equipment and technology can be utilized within the open spaces provided in our fixed and modular training facilities/structures. Many of our customers add additional features such as Class B gas-fired props, standpipes, sprinklers, smoke machines, etc. all available through our open market purchasing structure.
78	Describe your strategy related to implementation, use of installation partners and integration with other training products and systems if applicable.	As a turn-key designer, manufacturer, and installer, we have the ability to integrate a multitude of options, whether from our open market structure or with another vendor's training products. With our constant involvement in our projects from start to finish, we are familiar with all different types of training products that can be added during construction or post-installation. We work to make sure our customer has the best solution for them whether it is from our list of market or off-market solutions, or integrating with another vendor's solution.
79	Explain your licensing process and service agreements with end users.	We currently carry 25 state contractor licenses and including the 16 states that do not require a license, this allows us to remain active in the majority of the states in the country. We also activate other state licenses or local licenses if necessary for completion of the contract or service for the end user. With our Annual Inspection and Maintenance agreement, we agree to bring the training structure back up to service condition and help the end user maintain compliance with NFPA 1402.
80	Describe compliance to applicable national standards such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	<p>Our structures comply with the following standards:</p> <ul style="list-style-type: none"> <li>A. National Fire Protection Association (NFPA) <ul style="list-style-type: none"> <li>1. NFPA 1402 – Standard on Facilities for Fire Training and Associated Props</li> <li>2. NFPA 1403 – Standard on Live Fire Training Evolutions</li> </ul> </li> <li>B. American Society for Testing and Materials (ASTM)</li> <li>C. AWS D1.1 – Structural Welding Code – Steel</li> <li>D. American Institute of Steel Construction (AISC), Manual of Steel Construction, latest edition</li> <li>E. Occupational Safety and Health Standards (OSHA) <ul style="list-style-type: none"> <li>1. 29 CFR 1910.23 – Guarding Wall and Floor Openings</li> <li>2. 29 CFR 1910.24 – Fixed Industrial Stairs</li> <li>3. 29 CFR 1910.27 – Fixed Ladders</li> </ul> </li> <li>F. Steel Deck Institute (SDI), SDI 30 - Design Manual for Composite Decks, Form Decks, Roof Decks; Steel Deck Institute, Inc.</li> </ul> <p>It is important for the safety of the trainees to maintain compliance with these standards and stay informed with any potential changes. Recently NFPA 1402 went through a major revision causing many suppliers to redesign their standard training structures. WHP was ahead of the changes and we had already implemented many of the now required features into our building system. We continue to lead the industry when it comes to introducing new and safer features. Also, the President of our company is highly respected in the industry and currently sits on the evaluation board for NFPA 1402.</p>
81	Explain and provide information about any design services you provide if applicable.	All of our materials packages include design as part of the delivery. We also include a third party engineer review and wet stamp as part of that package as defined in our Pricing proposal attachment. We offer an optional foundation design line item which provides the participating entity an option to have us design the foundation for their use in self-performing or hiring the foundation installation locally,

**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 82. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

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

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - WHP RFP pricing and detail response 1-18-22.pdf - Tuesday January 18, 2022 10:25:57
  - [Financial Strength and Stability](#) - JAHNKE & SONS CONSTRUCTION, INC-PDF ISSUED FINANCIAL STATEMENTS 2020.pdf - Tuesday January 18, 2022 11:42:00
  - [Marketing Plan/Samples](#) - Marketing Brochures.zip - Monday January 17, 2022 18:20:01
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Combined Alarm, MODX, Padgenite Interlock warranties sample.pdf - Monday January 17, 2022 18:03:14
  - [Standard Transaction Document Samples](#) - Sourcewell Transaction Documents.zip - Tuesday January 18, 2022 08:18:15
  - [Upload Additional Document](#) - Sales Flowchart.jpg - Monday January 17, 2022 18:20:32

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the 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_1_PS_Training_Simulation_Eqpt_Tech_RFP_011822 Tue December 14 2021 07:23 AM	<input checked="" type="checkbox"/>	2