



COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

AGREEMENT SUMMARY:

| | |
|--|---|
| 1. Cooperative/Piggyback Name: | Sourcewell |
| 2. Contractor: | Golden State Fire Apparatus of Sacramento, CA |
| 3. Cooperative Agency Agreement Name and Agreement Number: | Pierce Manufacturing, Firefighting Apparatus, 113021-OKC |
| 4. Cooperative Agency Initial Agreement Term: | Start Date: April 5, 2022 End Date: February 10, 2026 |
| 5. Cooperative Agency's Agreement-Options to extend: | Agreement may be extended for an additional year. |
| 6. Cooperative Agency Amended Term: | Not Applicable |
| 7. Cooperative Agency Remaining Options to Renew: | 1 one-year renewal option remaining. |
| 8. City of Stockton Cooperative Purchase Agreement Term: | Start Date: Upon Execution End Date: February 10, 2026 |
| 9. City of Stockton Cooperative/ Piggyback Purchase Agreement Amount: | Not to Exceed \$5,882,017 for the term of the Agreement. |

AGREEMENT

The City of Stockton, a California municipal corporation on behalf of itself and its associated entities ("City"), and the above-named Contractor ("Contractor"), do hereby agree that City shall be granted the pricing, terms, and conditions under the above referenced Pierce Manufacturing, Firefighting Apparatus, 113021-OKC ("COOP") as such may be amended from time to time. The COOP and associated documents referenced in the agreement are incorporated herein as Exhibit A to this City Cooperative/Piggyback Purchase Agreement ("Agreement").

Contractor shall grant such pricing, terms, and conditions to City for all procurements of goods and services, whether taking place on a City purchase order, purchasing card (credit card), or other purchasing modality, whether via telephone, via the Contractor website, or via direct purchase at a Contractor retail location.

1. **Agreement Term:** The Term of this Agreement shall remain in effect from date of the signing of this Agreement through February 10, 2026, unless terminated earlier by the City. If the Cooperative/Piggyback Agency extends the COOP with Contractor by a written amendment, the City has the option to extend the term of this Agreement by written amendment not to go beyond the term stated in the COOP fully executed amendment.

2. **Insurance and Hold Harmless:** In addition to the pricing, terms and conditions stated in the COOP and the associated documents incorporated herein as Exhibit A, Contractor shall, at Contractor's sole cost and expense and for the full term of the Agreement or any extension thereof, obtain and maintain at least all the insurance requirements listed in attached Exhibit B.

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement.

3. **Compensation:** City and Contractor do hereby enter into this Agreement for fire apparatuses available in the above-named COOP and associated documents incorporated herein as Exhibit A and referenced in the attached quote Exhibit C. In no way, shall payment to the Contractor during the term of this Agreement exceed \$5,882,017 for the purchase of two fire engines and two tiller fire trucks. Any person signing this Agreement on behalf of City or Contractor does warrants that he or she has full authority to do so.

4. **Governing Law:** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

5. **Applicable Law:** Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

This Agreement may be amended only by a written amendment, consistent with the COOP, signed by Contractor and City.

CITY OF STOCKTON

Steve Colangelo, Interim City Manager

Date: _____

ATTEST:

Katherine Roland CMC, CPMC, City Clerk

APPROVED AS TO FORM:

Lori Asuncion, City Attorney

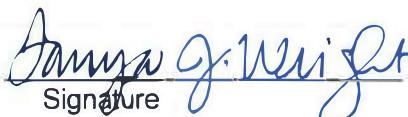
GOLDEN STATE FIRE APPARATUS

By: 
Signature


Print name

Title: President

[If Contractor is a corporation, signatures must comply with Corporations Code §313]

By: 
Signature

Title: Secretary

Print
name

EXHIBIT A

Pierce Manufacturing Inc.

AN OSHKOSH CORPORATION COMPANY • ISO 9001:2000 CERTIFIED

2600 AMERICAN DRIVE
 POST OFFICE BOX 2017
 APPLETON, WISCONSIN 54912-2017
 920-832-3000 • FAX 920-832-3208
www.piercemfg.com

**Pierce Manufacturing #113021-OKC Fire Apparatus -including rescue, command units and wildland.**

Pricing for contract #113021-OKC is as follows:

- Base model pricing is provided at 5.50% discount off MSRP.
- Base model options are provided at a 5.50% discount off MSRP.

Additional discounts may be available for identical multi-unit purchases. Discount varies dependent on the number of identical units, the configuration of the units, and will be handled on a case-by-case basis.

Authorized Pierce dealers may offer service contracts for preventative maintenance and other services. Pricing would be quoted on a time and materials basis, by the dealer, at the time of request. Pierce offers our dealers the ability to offer/develop custom service/maintenance contracts to Sourcewell members utilizing this contract.

Persistent Inflationary Environment

If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts the order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month.

The seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order.

Lead-times

Due to global supply chain constraints, any delivery date on the customer contract is a good faith estimate as of the date of the order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

**SOURCEWELL
STATE OF MINNESOTA**



Member Thiel moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

Resolution No. 2021-22

WHEREAS, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Thomas and the following voted in favor: (list names here)
Wilson, Zylka, Veronen, Nagel, Thomas, Thiel, Arts and Kircher
and the following voted against: (list names here or "NONE")
None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

Sara Nagel
CF62F09F8AFC4BB...

Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT

BOARD ITEMS - September 2021

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services
 Private Exchange Technology and Services
 Used Firefighting Apparatus and Fire Service Vehicle Solutions

Requesting Board permission to Re-Solicit the following categories:

Firefighting Apparatus and Fire Service Vehicles with Related Equipment, Options, and Services
 State of Florida - Indefinite Delivery Indefinite Quantity Construction

NEW CONTRACTS

| Supplier Name | Contract Number | Solicitation Title |
|---------------------------------|-----------------|---|
| Carrier Global Corporation | 070121-CAR | "HVAC Systems and Related Services" |
| HMI Industries, Inc. | 070121-HMI | "HVAC Systems and Related Services" |
| Honeywell International, Inc. | 070121-HNY | "HVAC Systems and Related Services" |
| Johnson Controls, Inc. | 070121-JHN | "HVAC Systems and Related Services" |
| Juice Technologies, Inc. | 070121-JUC | "HVAC Systems and Related Services" |
| Siemens Industry, Inc. | 070121-SIE | "HVAC Systems and Related Services" |
| 22nd Century Technologies, Inc. | 071321-CEN | "IT Managed Service and Staff Augmentation Solutions" |
| CDW Government, LLC | 071321-CDW | "IT Managed Service and Staff Augmentation Solutions" |
| Computer Aid, Inc. | 071321-CAI | "IT Managed Service and Staff Augmentation Solutions" |
| Infojini, Inc. | 071321-INF | "IT Managed Service and Staff Augmentation Solutions" |
| Judge Technical Services | 071321-JDG | "IT Managed Service and Staff Augmentation Solutions" |

CONTRACT EXTENSIONS

| Supplier Name | Contract Number | Solicitation Title |
|-------------------|-----------------|---|
| Alamo Group, Inc. | 052417-AGI | "Roadway Maintenance Equipment with Related Accessories, Attachments, Materials and Supplies" |
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| | | |

NEW ezIQC CONTRACTS

| Company Name | Contract Number | State - Region - Type of Work |
|--------------|-----------------|-------------------------------|
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| | | |

ezIQC RENEWALS

| Company Name | Contract Number |
|---------------------------------------|---------------------------|
| PRIDE Industries One, Inc. | CA04-NCC-GB03-080719-PIO |
| PRIDE Industries One, Inc. | CA03-NCV-E01-080719-PIO |
| American Chiller Service, Inc. | CA03-NCV-M03-080719-ACH |
| Staples Construction Company | CA03-NCV-GB04-080719-STA |
| PUB Construction, Inc. | CA08-SCI-GB01-080719-PUB |
| PRIDE Industries One, Inc. | CA03-NCV-GB03-080719-PIO |
| PRIDE Industries One, Inc. | CA03-NCV-GEP01-080719-PIO |
| Vincor Construction, Inc. | CA08-SCI-GB02-080719-VCI |
| Mark Scott Construction | CA04-NCC-GB02-080719-MSC |
| ACCO Engineered Systems, Inc. | CA03-NCV-M02-080719-AES |
| PRIDE Industries One, Inc. | CA03-NCV-M01-080719-PIO |
| Rite-Way Roof Corporation | CA08-SCI-R01-080719-RWR |
| Aztec Consultants | CA04-NCC-GB04-080719-AZC |
| PRIDE Industries One, Inc. | CA04-NCC-E02-080719-PIO |
| Vincor Construction, Inc. | CA09-SDI-GB02-080719-VCI |
| Sylvester Roofing Co., Inc. | CA09-SDI-R01-080719-SRC |
| All Source Tile, Inc. | CA09-SDI-F02-080719-AST |
| PUB Construction, Inc. | CA09-SDI-F01-080719-PUB |
| G Team Landscape Construction, Inc. | CA08-SCI-L01-080719-GTL |
| Horizons Construction Co. Int'l, Inc. | CA08-SCI-DA01-080719-HCC |
| Sol Construction | CA08-SCI-GEP02-080719-SOL |
| PRIDE Industries One, Inc. | CA08-SCI-GB10-080719-PIO |

| | |
|---|---------------------------|
| PRIDE Industries One, Inc. | CA04-NCC-GEP01-080719-PIO |
| All Source Coatings, Inc. | CA09-SDI-P02-080719-ASC |
| Ausonio, Inc. | CA04-NCC-GB05-080719-AUS |
| Horizons Construction Co. Int'l, Inc. | CA08-SCI-GB03-080719-HCC |
| Angeles Contractor, Inc. | CA08-SCI-F02-080719-ACI |
| All Source Coatings, Inc. | CA09-SDI-GB03-080719-ASC |
| US National Corp dba Jimenez Painting Company | CA09-SDI-P03-080719-USN |
| Harry H. Joh Construction, Inc. | CA08-SCI-E02-080719-HJC |
| Gkkworks Construction Services | CA08-SCI-GB06-080719-GKK |
| J & H Engineering General Contracts, Inc. | CA08-SCI-GEP03-080719-JHE |
| Facility Solutions Group | CA08-SCI-E01-080719-FSG |
| Angeles Contractor, Inc. | CA08-SCI-GB05-080719-ACI |
| Horizons Construction Co. Int'l, Inc. | CA08-SCI-GEP01-080719-HCC |
| PUB Construction, Inc. | CA08-SCI-P01-080719-PUB |
| Angeles Contractor, Inc. | CA09-SDI-GB06-080719-ACI |
| PUB Construction, Inc. | CA09-SDI-GB01-080719-PUB |
| Harry H. Joh Construction, Inc. | CA09-SDI-GB05-080719-HJC |
| Angeles Contractor, Inc. | CA09-SDI-F03-080719-ACI |
| Harry H. Joh Construction, Inc. | CA08-SCI-GB04-080719-HJC |
| PUB Construction, Inc. | CA08-SCI-F01-080719-PUB |
| PUB Construction, Inc. | CA09-SDI-P01-080719-PUB |
| Harry H. Joh Construction, Inc. | CA08-SCI-P02-080719-HJC |
| LDCo., Inc. | CA09-SDI-GB04-080719-LDC |
| | |
| ezIQC CONTRACT EXTENSIONS | |
| Company Name | Contract Number |
| | |
| | |

SOURCEWELL
STATE OF MINNESOTA



Member Kircher moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

2/15/2022

Resolution No. 2022-06

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

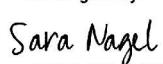
The motion for the adoption of the foregoing resolution was duly seconded by Member Thiel and the following voted in favor: (list names here)

Veronen, Thiel, Nagel, Arts, Kircher, Thomas, Zylka, Barrows
and the following voted against: (list names here or "NONE")

None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

Sara Nagel
CF62F09F8AFC4BB...
Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - February 2022

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Swimming Pool Renovation and Repair with Related Equipment, Supplies, and Services

Requesting Board permission to Re-Solicit the following categories:

Indefinite Delivery Indefinite Quantity Construction - Missouri

Wellness Engagement Program Solutions and Related Services

NEW CONTRACTS

| Supplier Name | Contract Number | Solicitation Title |
|--|-----------------|---|
| Gold Star Foods, Inc. | 111621-GSF | "Food Products and Distribution for School Food Authorities with Related Supplies, Technology and Services" |
| Sysco Corporation | 111621-SYC | "Food Products and Distribution for School Food Authorities with Related Supplies, Technology and Services" |
| US Foods, Inc. | 111621-USF | "Food Products and Distribution for School Food Authorities with Related Supplies, Technology and Services" |
| Custom Fire Apparatus, Inc. | 113021-CSM | "Firefighting Apparatus and Fire Service Vehicles" |
| HME, Inc. | 113021-HME | "Firefighting Apparatus and Fire Service Vehicles" |
| Maxi-Metal Inc. | 113021-MAX | "Firefighting Apparatus and Fire Service Vehicles" |
| Oshkosh Corporation | 113021-OKC | "Firefighting Apparatus and Fire Service Vehicles" |
| P.L. Custom Body and Equipment Co., Inc. | 113021-PLC | "Firefighting Apparatus and Fire Service Vehicles" |
| Rev Group, Inc. | 113021-RCG | "Firefighting Apparatus and Fire Service Vehicles" |
| Rock River Industries, LLC | 113021-RCK | "Firefighting Apparatus and Fire Service Vehicles" |
| Rosenbauer America, LLC | 113021-RSD | "Firefighting Apparatus and Fire Service Vehicles" |
| The Sutphen Corporation | 113021-SUT | "Firefighting Apparatus and Fire Service Vehicles" |
| Redwood Toxicology Laboratory, Inc. | 011222-RTL | "Lab Services and Testing with Related Products and Supplies" |
| Sterling Healthcare Opco, dba Cordant Health Solutions | 011222-CDT | "Lab Services and Testing with Related Products and Supplies" |

CONTRACT EXTENSIONS

| Supplier Name | Contract Number | Solicitation Title |
|---------------------------|-----------------|--|
| Hi-Vac Corporation | 122017-HVC | "Sewer Vacuum, Hydro-Excavation, and Street Sweeper Equipment with Related Accessories and Supplies" |
| NiteHawk Sweepers, LLC | 122017-NHK | "Sewer Vacuum, Hydro-Excavation, and Street Sweeper Equipment with Related Accessories and Supplies" |
| Schwarze Industries, Inc. | 122017-SWZ | "Sewer Vacuum, Hydro-Excavation, and Street Sweeper Equipment with Related Accessories and Supplies" |
| AstroTurf Corporation | 060518-AST | "Athletic Surfacing with Related Materials, Supplies, Installation and Services" |
| Shaw Sports Turf | 060518-SII | "Athletic Surfacing with Related Materials, Supplies, Installation and Services" |

NEW ezIQC CONTRACTS

| Company Name | Contract Number | State - Region - Type of Work |
|---|-------------------------|--|
| Staples Construction | CA-R1-GB01-123021-STA | California - Region 1 - General Building |
| Mesa Energy Systems, Inc. dba EMCOR Services | CA-R1-HVAC01-123021-ES | California - Region 1 - HVAC/Mechanical |
| ACCO Engineered Systems, Inc. | CA-R2-HVAC01-123021-AES | California - Region 2 - HVAC/Mechanical |
| T&S Intermodal Maintenance, Inc. DBA T&S West | CA-R3-E01-123021-TSW | California - Region 3 - Electrical |
| ABM Industries, Inc. | CA-R3-E02-123021-ABM | California - Region 3 - Electrical |
| T&S Intermodal Maintenance, Inc. DBA T&S West | CA-R3-GB01-123021-TSW | California - Region 3 - General Building |
| North Star Construction and Engineering, Inc. | CA-R3-GB02-123021-NSC | California - Region 3 - General Building |
| North Star Construction and Engineering, Inc. | CA-R3-GS01-123021-NSC | California - Region 3 - Geotechnical Stabilization |
| ABM Industries, Inc. | CA-R3-HVAC01-123021-ABM | California - Region 3 - HVAC/Mechanical |
| ACCO Engineered Systems, Inc. | CA-R3-HVAC02-123021-AES | California - Region 3 - HVAC/Mechanical |
| T&S Intermodal Maintenance, Inc. DBA T&S West | CA-R3-PAV01-123021-TSW | California - Region 3 - Paving |
| North Star Construction and Engineering, Inc. | CA-R3-PAV02-123021-NSC | California - Region 3 - Paving |
| Mark Scott Construction, Inc. | CA-R4-GB01-123021-MSC | California - Region 4 - General Building |
| ABM Industries, Inc. | CA-R4-HVAC01-123021-ABM | California - Region 4 - HVAC/Mechanical |
| T&S Intermodal Maintenance, Inc. DBA T&S West | CA-R5-E01-123021-TSW | California - Region 5 - Electrical |

CONSENT AGENDA ITEMS

| | | |
|---|-------------------------|--|
| T&S Intermodal Maintenance, Inc. DBA T&S West | CA-R5-GB01-123021-TSW | California - Region 5 - General Building |
| Newton Construction & Management, Inc. | CA-R5-GB02-123021-NCM | California - Region 5 - General Building |
| Durham Construction Company, Inc. | CA-R5-GB03-123021-DCC | California - Region 5 - General Building |
| Mark Scott Construction, Inc. | CA-R5-GB04-123021-MSC | California - Region 5 - General Building |
| Mesa Energy Systems, Inc. dba EMCOR Services | CA-R5-HVAC01-123021-ES | California - Region 5 - HVAC/Mechanical |
| ABM Industries, Inc. | CA-R5-HVAC02-123021-ABM | California - Region 5 - HVAC/Mechanical |
| T&S Intermodal Maintenance, Inc. DBA T&S West | CA-R5-PAV01-123021-TSW | California - Region 5 - Paving |
| ABM Industries, Inc. | CA-R6-E01-123021-ABM | California - Region 6 - Electrical |
| Newton Construction & Management, Inc. | CA-R6-GB01-123021-NCM | California - Region 6 - General Building |
| Angeles Contractor, Inc. | CA-R6-GB02-123021-ACI | California - Region 6 - General Building |
| ABM Industries, Inc. | CA-R6-HVAC01-123021-ABM | California - Region 6 - HVAC/Mechanical |
| ACCO Engineered Systems, Inc. | CA-R6-HVAC02-123021-AES | California - Region 6 - HVAC/Mechanical |
| Angeles Contractor, Inc. | CA-R6-PAV01-123021-ACI | California - Region 6 - Paving |
| Newton Construction & Management, Inc. | CA-R7-E01-123021-NCM | California - Region 7 - Electrical |
| Newton Construction & Management, Inc. | CA-R7-GB01-123021-NCM | California - Region 7 - General Building |
| MDJ Management, LLC | CA-R7-GB06-123021-MDJ | California - Region 7 - General Building |
| ACCO Engineered Systems, Inc. | CA-R7-HVAC01-123021-AES | California - Region 7 - HVAC/Mechanical |
| Mesa Energy Systems, Inc. dba EMCOR Services | CA-R7-HVAC02-123021-ES | California - Region 7 - HVAC/Mechanical |
| Horizons Construction Company Int'l, Inc. | CA-R7-PAV01-123021-HCC | California - Region 7 - Paving |
| J & H Engineering General Contractors, Inc. | CA-R7-PAV02-123021-JHE | California - Region 7 - Paving |
| ABM Industries, Inc. | CA-R8-E01-123021-ABM | California - Region 8 - Electrical |
| Facility Solutions Group | CA-R8-E02-123021-FSG | California - Region 8 - Electrical |
| Pacific Lighting Mgt, Inc. | CA-R8-E03-123021-PLM | California - Region 8 - Electrical |
| Exbon Development, Inc. | CA-R8-E04-123021-EXB | California - Region 8 - Electrical |
| PUB Construction, Inc. | CA-R8-F01-123021-PUB | California - Region 8 - Flooring |
| California Coast Carpet & Flooring | CA-R8-F02-123021-CCF | California - Region 8 - Flooring |
| Angeles Contractor, Inc. | CA-R8-F03-123021-ACI | California - Region 8 - Flooring |
| Horizons Construction Company Int'l, Inc. | CA-R8-GB01-123021-HCC | California - Region 8 - General Building |
| Exbon Development, Inc. | CA-R8-GB02-123021-EXB | California - Region 8 - General Building |
| PUB Construction, Inc. | CA-R8-GB03-123021-PUB | California - Region 8 - General Building |
| Harry H. Joh Construction, Inc. | CA-R8-GB04-123021-HJC | California - Region 8 - General Building |
| Vincor Construction, Inc. | CA-R8-GB05-123021-VCI | California - Region 8 - General Building |
| Angeles Contractor, Inc. | CA-R8-GB06-123021-ACI | California - Region 8 - General Building |
| Mackone Development, Inc. | CA-R8-GB07-123021-MDI | California - Region 8 - General Building |
| Good-Men Roofing & Construction, Inc. | CA-R8-GB08-123021-GMR | California - Region 8 - General Building |
| MDJ Management, LLC | CA-R8-GB13-123021-MDJ | California - Region 8 - General Building |
| ABM Industries, Inc. | CA-R8-HVAC01-123021-ABM | California - Region 8 - HVAC/Mechanical |
| ACCO Engineered Systems, Inc. | CA-R8-HVAC02-123021-AES | California - Region 8 - HVAC/Mechanical |
| Exbon Development, Inc. | CA-R8-HVAC03-123021-EXB | California - Region 8 - HVAC/Mechanical |
| Harry H. Joh Construction, Inc. | CA-R8-HVAC04-123021-HJC | California - Region 8 - HVAC/Mechanical |
| PUB Construction, Inc. | CA-R8-P01-123021-PUB | California - Region 8 - Painting |
| Harry H. Joh Construction, Inc. | CA-R8-P02-123021-HJC | California - Region 8 - Painting |
| Angeles Contractor, Inc. | CA-R8-P03-123021-ACI | California - Region 8 - Painting |
| Mackone Development, Inc. | CA-R8-P04-123021-MDI | California - Region 8 - Painting |
| Horizons Construction Company Int'l, Inc. | CA-R8-PAV01-123021-HCC | California - Region 8 - Paving |
| Angeles Contractor, Inc. | CA-R8-PAV02-123021-ACI | California - Region 8 - Paving |
| Mackone Development, Inc. | CA-R8-PAV03-123021-MDI | California - Region 8 - Paving |
| Bitech Construction Co., Inc. | CA-R8-PAV04-123021-BIT | California - Region 8 - Paving |
| ACCO Engineered Systems, Inc. | CA-R8-PLUM01-123021-AES | California - Region 8 - Plumbing |
| Oscalibur Plumbing, Inc. | CA-R8-PLUM02-123021-OPI | California - Region 8 - Plumbing |
| Angeles Contractor, Inc. | CA-R8-RW01-123021-ACI | California - Region 8 - Roofing/Waterproofing |
| Exbon Development, Inc. | CA-R8-RW02-123021-EXB | California - Region 8 - Roofing/Waterproofing |
| Good-Men Roofing & Construction, Inc. | CA-R8-RW03-123021-GMR | California - Region 8 - Roofing/Waterproofing |
| ACCO Engineered Systems, Inc. | CA-R8-SS01-123021-AES | California - Region 8 - Sanitation Systems |
| ABM Industries, Inc. | CA-R9-E01-123021-ABM | California - Region 9 - Electrical |
| Pacific Lighting Mgt, Inc. | CA-R9-E02-123021-PLM | California - Region 9 - Electrical |
| Horizons Construction Company Int'l, Inc. | CA-R9-GB01-123021-HCC | California - Region 9 - General Building |
| PUB Construction, Inc. | CA-R9-GB02-123021-PUB | California - Region 9 - General Building |
| Harry H. Joh Construction, Inc. | CA-R9-GB03-123021-HJC | California - Region 9 - General Building |
| Pacific Building Group | CA-R9-GB04-123021-PBG | California - Region 9 - General Building |
| Vincor Construction, Inc. | CA-R9-GB05-123021-VCI | California - Region 9 - General Building |
| Good-Men Roofing & Construction, Inc. | CA-R9-GB06-123021-GMR | California - Region 9 - General Building |
| All Source Coatings, Inc. | CA-R9-GB08-123021-ASC | California - Region 9 - General Building |
| GeoStabilization International, LLC | CA-R9-GS01-123021-GSI | California - Region 9 - Geotechnical Stabilization |
| ABM Industries, Inc. | CA-R9-HVAC01-123021-ABM | California - Region 9 - HVAC/Mechanical |

| | | |
|--|-------------------------|---|
| ACCO Engineered Systems, Inc. | CA-R9-HVAC02-123021-AES | California - Region 9 - HVAC/Mechanical |
| Harry H. Joh Construction, Inc. | CA-R9-HVAC03-123021-HJC | California - Region 9 - HVAC/Mechanical |
| Mesa Energy Systems, Inc. dba EMCOR Services | CA-R9-HVAC04-123021-ES | California - Region 9 - HVAC/Mechanical |
| Horizons Construction Company Int'l, Inc. | CA-R9-PAV01-123021-HCC | California - Region 9 - Paving |
| ACCO Engineered Systems, Inc. | CA-R9-PLUM01-123021-AES | California - Region 9 - Plumbing |
| Good-Men Roofing & Construction, Inc. | CA-R9-RW01-123021-GMR | California - Region 9 - Roofing/Waterproofing |

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| Company Name | Contract Number | |
|--|----------------------|--|
| Amstar, Inc. | TX-PB-GC-121819-AMS | |
| CORE Construction Services of Texas, Inc. | TX-WT-GC-121819-CCT | |
| TMG Contracting, LLC | TX-CT-GC-121819-TCL | |
| Sullivan Contracting Services | TX-CT-GC-121819-SUL | |
| Amstar, Inc. | TX-WT-GC-121819-AMS | |
| CORE Construction Services of Texas, Inc. | TX-PB-GC-121819-CCT | |
| Amstar, Inc. | TX-CT-GC-121819-AMS | |
| F.H. Paschen, S.N. Nielsen & Associates, LLC | TX-PB-GC-121819-FHP | |
| Tommy Klein Construction, Inc. | TX-PB-GC-121819-TKL | |
| Doyle Electric, LLC | TX-CT-GC-121819-DEL | |
| Veliz Company, LLC | TX-PB-GC-121819-VCL | |
| RoofConnect Logistics, Inc. | TX-CT-R-121819-RCL | |
| Platinum Roofing, Inc. | TX-CT-R-121819-PLR | |
| F.H. Paschen, S.N. Nielsen & Associates, LLC | TX-WT-GC-121819-FHP | |
| JAMCO Ventures, LLC | TX-CT-GC-121819-JAM | |
| CORE Construction Services of Texas, Inc. | TX-CT-GC-121819-CCT | |
| JAMCO Ventures, LLC | TX-CT-F-121819-JAM | |
| Veliz Company, LLC | TX-CT-GC-121819-VCL | |
| F.H. Paschen, S.N. Nielsen & Associates, LLC | TX-CT-GC-121819-FHP | |
| Doyle Electric, LLC | TX-CT-E-121819-DEL | |
| Veliz Company, LLC | TX-WT-GC-121819-VCL | |
| Centennial Contractors Enterprises, Inc. | TX-CT-GC-121819-CCE | |
| RoofConnect Logistics, Inc. | TX-WT-R-121819-RCL | |
| JAMCO Ventures, LLC | TX-CT-W-121819-JAM | |
| JAMCO Ventures, LLC | TX-CT-RC-121819-JAM | |
| JAMCO Ventures, LLC | TX-CT-APC-121819-JAM | |
| JAMCO Ventures, LLC | TX-CT-P-121819-JAM | |



COMMENT AND REVIEW
 to the
REQUEST FOR PROPOSAL (RFP) #113021
 Entitled
Firefighting Apparatus and Fire Service Vehicles

The following advertisement was placed October 12, 2021 in *USA Today*, in South Carolina's *The State*, in *The Oklahoman* and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, and October 13, 2021 in Oregon's *Daily Journal of Commerce*:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Firefighting Apparatus and Fire Service Vehicles to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 30, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

| | |
|---------------------------------------|--|
| 10-8 Emergency Vehicle Service | Kovatch Mobile Equipment Corp. |
| 11193422 Canada, INC. | Kyriish Government Group |
| Acres Industries, Inc. | Laszlo Corporation |
| Alexis Fire Equipment Company | Marion Body Works, Inc. |
| Allied Restoration | MAXIMETAL INC. |
| Blanchat Mfg., Inc. | Metalfab, LTD |
| BME Fire Trucks, LLC | MSA Safety Sales, LLC |
| Brindlee Mountain Fire Apparatus, LLC | North America Fire Equipment Co., Inc. |
| CAMIONS CARL THIBAULT, INC. | O'RIELLY CHEVROLET, INC. |
| Carrier Truck Centers | Oshkosh Airport Products, LLC |
| CET Fire Pumps MFG | P.L. Custom Body and Equipment Co., Inc. |
| Chemical Containers, Inc. | PECS Electromechanical |
| Commercial Emergency Equipment | Pierce Manufacturing (Oshkosh Corporation) |
| Cooperative Services, LLC | Rock River Industries, LLC |

| | |
|---|--------------------------------------|
| Custom Fire Apparatus, Inc. | Rosenbauer South Dakota, LLC |
| D-Lux Screen Printing | Sea Hawk |
| Danko Emergency Equipment | Servco Pacific, Inc. |
| Dependable Truck & Tank, Limited | Skeeter Brush Trucks, LLC |
| Draeger Safety Canada, Ltd. | Southern Fire Apparatus, LLC |
| E-ONE, Inc. (REV Group, Inc.) <small>Due to clerical error, amended to read REV Group, Inc. on June 1, 2023</small> | Spartan Fire, LLC |
| Ed M. Feld Equipment Co., Inc. DBA Feld Fire | Spencer Manufacturing, Inc. |
| EJ Metals, LLC | SPI Health and Safety, Inc. |
| Ferrara Fire Apparatus, Inc. | Stainless and Repair, Inc. |
| Fire & Safety Services, Ltd. | Sub Aquatics, Inc. |
| FIRE AND MARINE, INC. | Super Vacuum Manufacturing CO., Inc. |
| FireStopper USA MD | System One Manufacturing, Inc. |
| First Priority Emergency Vehicles, Inc. | The Sutphen Corporation |
| Fisher Tech Services, LLC | Tipton Ford |
| Fort Garry Fire Trucks, Ltd. | Toyne, Inc. |
| Four Guys Stainless Tank & Equipment, Inc. | Ty Parker & Son, Inc. |
| Fouts Brothers, Inc. | Unifire, Inc. |
| Hi-Tech Emergency Vehicle Service, Inc. | US Fire Equipment, LLC |
| HME, Incorporated | Ward Apparatus, LLC |
| Holland Pump Company | Warren Anderson Ford dba Fritts Ford |
| HUB Fire Engines & Equipment, Ltd. | Watts Manufacturing, LLC |
| HydeInfoTech | WBM GP., INC. |
| Intercontinental Truck Body, Ltd. | Westvac Industrial, Ltd. |

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on November 30, 2021, at 4:32:09 pm CT. Proposals were received from the following:

Acres Industries, Inc.
 Alexis Fire Equipment Company
 BME Fire Trucks, LLC
 Brindlee Mountain Fire Apparatus, LLC
 CAMIONS CARL THIBAULT, INC.
 CET Fire Pumps MFG
 Chemical Containers, Inc.
 Custom Fire Apparatus, Inc.
 Dependable Truck & Tank, Limited
 EJ Metals, LLC
 FireStopper USA MD
 Fort Garry Fire Trucks, Ltd.
 Fouts Brothers, Inc.
 Hi-Tech Emergency Vehicle Service, Inc.
 HME, Inc.
 HUB Fire Engines & Equipment, Ltd.
 Laszlo Corporation
 Marion Body Works, Inc.

MAXIMETAL INC.
Metalfab, LTD
Oshkosh Corporation (Pierce Manufacturing)
P.L. Custom Body and Equipment Co., Inc.
REV Group, Inc. {E-One, Inc.}
Rock River Industries, LLC
Rosenbauer America, LLC (Rosenbauer South Dakota, LLC)
Skeeter Brush Trucks, LLC
Spencer Manufacturing, Inc.
Super Vacuum Manufacturing Co., Inc.
The Sutphen Corporation
Toyne, Inc.
Ty Parker & Son, Inc.
US Fire Equipment, LLC
Ward Apparatus, LLC

Proposals were reviewed by the Proposal Evaluation Committee:

Kim Austin, MBA, CPPB, Procurement Lead Analyst
Stephanie Haataja, CPIM, Procurement Analyst
Craig West, Procurement Analyst
Tom Sharbonno, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements and were evaluated.

Custom Fire Apparatus, Inc., provides a wide variety of fire service vehicles including initial attack/wildland, pumper, rescue, and mobile water supply/pumper tender firefighting apparatus. They will provide sales and service in the United States and Canada. Their price list includes many common options when customizing base model vehicles. Custom Fire Apparatus, Inc. is offering Sourcewell participating entities a solid discount off list pricing.

HME, Inc., manufactures aerials, pumpers, tankers, and wildland firefighting apparatus. Their sales and dealer network are available to Sourcewell participating entities throughout the United States and Canada. Dealers are available for 24-hour emergency service and mobile repair. HME is offering a considerable discount off MSRP. Pre-pay and quantity discounts are also available.

MAXIMETAL Inc. offers a product line that includes pumpers, tankers, rescues, command vehicles, and wildland firefighting apparatus. Their sales representatives and dealer network can provide sales and service to all Sourcewell participating entities in the United States and Canada. They are able to offer 24–48-hour critical parts delivery to their customers. MAXIMETAL is offering a competitive discount off list pricing and an additional volume discount for two or more identical units on a single purchase order.

Oshkosh Corporation is offering a wide variety of products including custom and commercial pumper products, aerial products, and emergency response vehicles. They will serve Sourcewell participating entities in the United States and Canada through their regional sales and service model. Oshkosh Corporation is providing a combination

of line item, percentage, multi-unit, pre-pay and progress payment discounts (as applicable) on their fire apparatus offering.

P.L. Custom Body and Equipment Co., Inc., manufactures custom extreme duty rescue trucks, command centers, hazmat, and other specialty vehicles. Numerous chassis platforms are available to meet varying needs and specifications. They have a sizeable sales force and dealer network throughout the United States. P.L. Custom is a woman-owned entity (WMBE). They proposed a strong discount to Sourcewell participating entities.

REV Group, Inc., is a manufacturer and service provider of fire apparatus that includes pumper, rescues, tankers, aerials, hazmat, command vehicles, ARFF units, Spartan Chassis, and wildland fire service vehicles. Their sale representatives and robust dealer network offers sales and service to all Sourcewell participating entities in the United States and Canada. They offer leasing, trade-ins, pre-pay discounts and multiple unit discounts. REV Group offers a sizeable discount off their list pricing.

Rock River Industries, LLC, is offering a full line of all-poly tankers, pumper, tactical tenders, brush trucks, and quick attack vehicles under the Midwest Fire brand name. Midwest Fire has a sales staff able to serve participating entities in the United States and Canada through a direct sales strategy. They provide no cost training on new apparatus during the delivery process and equipment pricing reflects a considerable discount off list.

Rosenbauer America LLC is a manufacturer of aerials, pumper, tankers, rescue vehicles, wildland, ARFF, and a fully electric fire truck. Rosenbauer also manufacturers their own custom chassis, the Commander, Warrior and Avenger. Their sales force, consisting of 32 dealers in the United States and Canada, is prepared to serve Sourcewell participating entities. Rosenbauer is providing competitive discounts from MSRP.

The Sutphen Corporation is a manufacturer of custom fire apparatus. Their product line includes a variety of specialty fire apparatus including industrial pumper, heavy rescues, and hazmat units. Sutphen's offering also includes aerial devices constructed solely of aluminum which reduces weight and improves handling. Their large dealer network spans the United States and Canada. Sutphen Corporation is offering participating entities a notable discount from MSRP.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #113021 to:

| | |
|--|-----------------|
| Custom Fire Apparatus, Inc. | #113021-CSM |
| HME, Inc. | #113021-HME |
| MAXIMETAL Inc. | #113021-MAX |
| Oshkosh Corporation | #113021-PMI |
| P.L. Custom Body and Equipment Co., Inc. | #113021-PLC |
| Rev Group (E-One, Inc.) | #113021-EOI RVG |
| Rock River Industries | #113021-RCK |
| Rosenbauer America LLC | #113021-RSD |
| The Sutphen Corporation | #113021-SUT |

The preceding recommendations were approved on February 7, 2022.

Sourcewell

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Kim Austin, MBA, CPPB, Procurement Lead Analyst

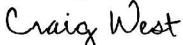
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Stephanie Haataja, CPIM, Procurement Analyst

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Craig West, Procurement Analyst

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Tom Sharbonno, Procurement Analyst

STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #113021 for Firefighting Apparatus and Fire Service Vehicles**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

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Jeremy Schwartz, CSSBB, CPPO
Chief Procurement Officer

**Solicitation Number: RFP #113021****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Oshkosh Corporation, 1917 Four Wheel Dr., Oshkosh, WI 54902 (Supplier), and Supplier's consolidated subsidiaries as defined in the Proposal.

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 Firefighting Apparatus and Fire Service Vehicles 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 February 10, 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, refurbished, or remounted 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 events:

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

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

7. CUSTOMER SERVICE

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

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

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell 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 Sourcewell 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;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell 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 Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this 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

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell 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. 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.

D. WAIVER OF SUBROGATION. Omitted.

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 Sourcewell 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.

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113021-OKC

Sourcewell

DocuSigned by:

By: Jeremy Schwartz
COFD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer

4/5/2022 | 4:53 PM CDT

Date: _____

Approved:

DocuSigned by:

By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO

4/5/2022 | 4:54 PM CDT

Date: _____

Oshkosh Corporation


By: James W. Johnson
Title: Executive Vice President and President
Fire & Emergency Segment

Date: APRIL 5 '22

RFP 113021 - Firefighting Apparatus and Fire Service Vehicles

Vendor Details

Company Name: Pierce Manufacturing
Does your company conduct business under any other name? If yes, please state: WISCONSIN
Address: 2600 American Drive
Address: Appleton , WI 54914
Contact: Michelle Swokowski
Email: mswokowski@piercemfg.com
Phone: 920-832-3272
Fax: 920-740-6252
HST#:

Submission Details

Created On: Monday October 18, 2021 12:41:15
Submitted On: Tuesday November 30, 2021 16:18:31
Submitted By: Michelle Swokowski
Email: mswokowski@piercemfg.com
Transaction #: 724f061f-10fb-4d93-bd02-b5afd9c2b906
Submitter's IP Address: 198.190.231.15

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") | Oshkosh Corporation |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | Pierce Manufacturing Inc. Oshkosh Airport Products, LLC |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | As used herein, the "Company," "we," "us" and "our" refers to Oshkosh Corporation and its consolidated subsidiaries. "Oshkosh" refers to Oshkosh Corporation, subsidiaries, Pratt & Miller Engineering & Fabrications, LLC (Pratt Miller), Pierce Manufacturing Inc. (Pierce), McNeilus Companies, Inc. (McNeilus) and its wholly owned subsidiaries, Oshkosh Airport Products, LLC (Airport Products), Kewaunee Fabrications, LLC (Kewaunee (IMT) or any other subsidiaries. Other assume names herein are often identified to be Frontline Communications, ARFF, Airport , Pierce. |
| 4 | Proposer Physical Address: | Oshkosh Corporation 1917 Four Wheel Dr. Oshkosh WI, 54902 Pierce Manufacturing Inc. 2600 American Dr. Appleton WI, 54914 Oshkosh Airport Products, LLC. 1515 County Rd. O Neenah WI, 54956 |
| 5 | Proposer website address (or addresses): | www.oshkoshcorp.com www.Piercemfg.com, www.frontlinecomm.com, www.oshkoshairport.com, |
| 6 | 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): | James W. Johnson Executive Vice President and President, Fire & Emergency Segment Pierce Manufacturing Inc. 2600 American Drive Appleton, WI 54914 Email: jjohnson@piercemfg.com Phone: 920-832-3000 Refer to authorized signers for Oshkosh Corporation, Pierce Manufacturing and Oshkosh Airport Products in additional documents. |
| 7 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Michelle Swokowski Sales Operations Manager, Pierce Manufacturing Inc. 2600 American Drive Appleton WI 54914 Email: mswokowski@piercemfg.com Phone: 920-832-3272 |
| 8 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Brianna Propson, Sales Representative, Oshkosh Airport Products, LLC. 1515 County RD O Neenah WI, 54956 Email: bpropson@airport.oshkoshcorp.com Phone: 920-215-5135 |

Table 2: Company Information and Financial Strength

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

| | | |
|---|--|---|
| 9 | 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. | Oshkosh Corporation Overview Oshkosh Corporation was founded in 1917, driven by a breakthrough four-wheel drive system that gave people the courage and confidence to go places they never thought they would. Today, more than 14,000 Oshkosh team members are putting over 850 active patented technologies to work serving, developing, and connecting communities around the world. Oshkosh Corporation is a leading manufacturer and marketer of access equipment, specialty vehicles and truck bodies for the primary markets of access equipment, defense, fire & emergency and municipal, refuse hauling, concrete placement as well as airport services. Oshkosh products can be found in more than 150 countries under the brands of JLG®, Pierce®, Oshkosh® Defense, McNeilus®, IMT®, Jerr-Dan®, Frontline™, Oshkosh® Airport Products, and London™ and Pratt Miller. |
| | | Pierce and Airport Products are subsidiaries of Oshkosh and are part of the Fire & Emergency Segment of Oshkosh. We believe in advancing the world around us through building, serving, and protecting people and communities. We are united by a common purpose: to make a difference in people's lives. Our values are the belief system that helps us ensure our behaviors are aligned with our purpose and drive us to do great work for great people. |
| | | Oshkosh Core Values: WE PUT PEOPLE FIRST <ul style="list-style-type: none">• We treat people how they need to be treated.• We keep people safe, within our walls and those using our products.• We care for the emotional, physical, and financial wellbeing of our people.• We celebrate what makes each of us unique.• We value other's words and ideas.• We respect the impact we have on each other; on the people we serve and in communities around the world. WE DO THE RIGHT THING <ul style="list-style-type: none">• We do the right thing, the right way, for the right reasons.• We take responsibility for our actions.• We speak up and share our thoughts and concerns.• We keep our promises.• We respect our environment: both where we work and the planet we rely on. WE PERSEVERE <ul style="list-style-type: none">• We push the bounds of technology and engineering to bring value to our customers and those who count on us.• We challenge the impossible to make a difference every day.• We are courageous and steadfast.• We strive to overcome obstacles and achieve our goals. WE ARE BETTER TOGETHER <ul style="list-style-type: none">• We welcome ideas different from our own.• We rely on diversity to drive innovation.• We create an inclusive, empowering environment for all.• We work together across geographies, platforms, business units and functions to help our company reach its fullest potential. |
| | | Business Philosophy: Our strategy is "Innovate. Serve. Advance." We innovate customer solutions by combining leading technology and operational strength to empower and protect the everyday hero. We serve and support those who rely on us with a relentless focus throughout the product lifecycle. We advance by expanding into new markets and geographies to make a difference around the world. As a corporation, our culture is one committed to conducting business with integrity, in accordance with the highest ethical standards and in compliance with applicable laws and regulations. The guidelines, laws, regulations, policies, and procedures that govern our conduct as employees and contractors of Oshkosh Corporation are embodied in our Code of Ethics & Standards of Conduct - The Oshkosh Way. |
| | | Business Longevity: Pierce was founded in 1913 and is the leading domestic designer and manufacturer of fire apparatus assembled on custom chassis, designed, and manufactured to meet the special needs of firefighters. Pierce also designs and manufactures fire apparatus assembled on commercially available chassis, which are produced for multiple end-customer applications. Pierce's engineering expertise allows it to design its vehicles to meet stringent industry guidelines and government regulations for safety and effectiveness. Pierce primarily serves domestic municipal customers, but also sells fire apparatus to the DoD, airports, universities, and large industrial companies, and in international markets. Pierce's history of innovation, research and development in consultation with firefighters has resulted in a broad product line that features a wide range of innovative, high-quality custom and commercial firefighting equipment with advanced fire suppression capabilities. In an effort to be a single-source supplier for its customers, Pierce offers a full line of custom and commercial fire apparatus and emergency vehicles, including pumper, aerial platform, ladder and tiller trucks, tankers, light-, medium- and heavy-duty rescue vehicles, wildland |

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| | | <p>rough terrain response vehicles, mobile command and control centers, bomb squad vehicles, hazardous materials control vehicles and other emergency response vehicles. Refer to "Pierce Timeline.pdf" in Financial Strength and Stability folder.</p> <p>Oshkosh Airport Products is a leader in the design and sale of ARFF vehicles to domestic and international airports. These highly specialized vehicles are required to be in service at most airports worldwide to support commercial airlines in the event of an emergency. Our first Aircraft Rescue and Fire Fighting (ARFF) vehicle was delivered to the U.S. Navy in 1968.</p> <p>We are able to attract and retain new customers because we take pride in a quality product we build and provide second to none in service and support nationwide. We are the leading manufacturer of fire apparatus because of this – our loyal customers!</p> <p>Refer to "9. Oshkosh Corporation 2020 Annual Report.pdf", "9. Oshkosh Strategy Innovate Serve Advance Strategy.pdf", "9. The_Oshkosh_Way_English.pdf", "9. 2020_Sustainability_Report.pdf", and "9. Equal Employment Opportunity.pdf" in Financial Strength and Stability folder for more information.</p> |
| 10 | What are your company's expectations in the event of an award? | <p>The Sourcewell consortium program will extend another avenue for the fire industry customer base to purchase a fire apparatus efficiently and effectively through a proven program.</p> <p>The Sourcewell consortium will be a nationwide including Canada avenue that is promoted across the Pierce sales force that consists of 23 authorized Pierce Dealers and their respective team members.</p> <p>The fundamental expectation is around education and promotion. The Pierce Dealer network and Airport Products sales team is expected to understand our product and the tools available to the customer to achieve what is in the best interest of the customer.</p> |
| 11 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | <p>Pierce Manufacturing Inc. and Oshkosh Airport Products, LLC are subsidiaries of Oshkosh Corporation, which is a publicly traded company.</p> <p>We have attached our annual report, SEC Filings along with the Dunn & Bradstreet report often used by lenders and investors to determine a company's eligibility for credit. This report along with any of the financial statements demonstrate Oshkosh Corporation and its subsidiaries to be financially sound. For additional information please refer to the below path. http://investor.oshkoshcorporation.com/investors/overview/</p> <p>Oshkosh Corporation maintains an investment grade credit rating. The rating agencies periodically update the Company's credit ratings as events or changes in economic conditions occur. As of September 30, 2021, the long-term credit ratings assigned to the Company's senior debt securities by the credit rating agencies engaged by the Company were as follows: Fitch Ratings BBB-; Moody's Investor Services, Inc. Baa3; Standards & Poor's BBB.</p> <p>Refer to "11. Oshkosh Corp Q4 and-Full-Year-Results-2021.pdf", "11. Oshkosh Corporation Form 10-K.pdf", "11. D&B Finance Analytics Report.pdf", "11. Bank of America. Oshkosh Reference.pdf", "11. Pierce Manufacturing Certificate of Status 062021.pdf", and "11. Oshkosh Airport Products Certificate of Status July 2021.pdf" in Financial Strength and Stability folder for more information.</p> |

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| 12 | What is your US market share for the solutions that you are proposing? | <p>Pierce is the leader in domestic market share of fire apparatus. Oshkosh Corporation is traded on the New York Stock Exchange since 2002. Financial information can be obtained by visiting the below link. http://investor.oshkoshcorporation.com/investors/financial-information/annual-and-quarterly-reports/default.aspx</p> <p>Fire & Emergency segment. Through Pierce, the Company is the leading domestic designer and manufacturer of fire apparatus assembled on custom chassis, designed and manufactured to meet the special needs of firefighters. Pierce also designs and manufactures fire apparatus assembled on commercially available chassis, which are produced for multiple end-customer applications. Pierce's engineering expertise allows it to design its vehicles to meet stringent industry guidelines and government regulations for safety and effectiveness. Pierce primarily serves domestic municipal customers, but also sells fire apparatus to the DoD, airports, universities and large industrial companies, and in international markets. Pierce's history of innovation, research and development in consultation with firefighters has resulted in a broad product line that features a wide range of innovative, high-quality custom and commercial firefighting equipment with advanced fire suppression capabilities. In an effort to be a single-source supplier for its customers, Pierce offers a full line of custom and commercial fire apparatus and emergency vehicles, including pumper, aerial platform, ladder and tiller trucks, tankers, light-, medium- and heavy-duty rescue vehicles, wildland rough terrain response vehicles, mobile command and control centers, bomb squad vehicles, hazardous materials control vehicles and other emergency response vehicles.</p> <p>The Company, through Airport Products, is a leader in the design and sale of ARFF vehicles to domestic and international airports. These highly specialized vehicles are required to be in service at most airports worldwide to support commercial airlines in the event of an emergency. Many of the largest airports in the United States, including LaGuardia International Airport, John F. Kennedy International Airport, O'Hare International Airport, Denver International Airport, Baltimore-Washington International Airport, Dallas/Fort Worth International Airport, Tampa International Airport, Philadelphia International Airport and San Francisco International Airport, are served by the Company's ARFF vehicles. The U.S. government also maintains a fleet of ARFF vehicles that are used to support military operations throughout the world. Internationally, the Company's vehicles serve, among others, Beijing, China and more than fifty other airports in China; Singapore; Indonesia; Quebec, Canada; Abu Dhabi, UAE; and Birmingham, Cardiff, Manchester and Liverpool, United Kingdom. In addition, the Company has recently delivered ARFF vehicles to airports in Mexico, Japan, Egypt, Nepal, Iraq and the British Virgin Islands. The Company believes that the performance and reliability of its ARFF vehicles contribute to the Company's strong position in this market.</p> <p>The Company, through its Frontline brand, is a leading manufacturer, system designer and integrator of broadcast vehicles, including electronic field production trailers, satellite news gathering and electronic news gathering vehicles for broadcasters and command trucks for local and federal governments along with being a leading supplier of military simulator shelters and trailers under the Oshkosh Specialty Vehicles (OSV) brand. The Company's vehicles have been used worldwide to broadcast the NFL Super Bowl, the FIFA World Cup and the Olympics.</p> |
| 13 | What is your Canadian market share for the solutions that you are proposing? | <p>Pierce along with their strong dealer sales and service network that has driven increase Canadian market share. The Pierce Canadian dealer consist of 3 dealers that lead multiple service locations. We also partner with MAXI-METAL Inc leveraging the MAXI Saber program since 2016 and US Contender since 2017. Each Dealer has a signed dealer agreement to sell Pierce fire apparatus in the designated territory awarded to them. They are Prime on contracts and are supported by the 2500+ Pierce employees.</p> |
| 14 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No |

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| 15 | <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>Pierce and Airport Products are best described as manufacturers.</p> <p>Pierce and Airport Products are best described as manufacturers. The Pierce Dealer network consists of 20 US based Dealers and 3 Canadian based Dealers. Each Dealer has a signed dealer agreement to sell Pierce fire apparatus in the designated territory awarded to them. They are Prime on contracts and are supported by the 2500+ Pierce employees. The Company believes the geographic breadth, size and quality of its Pierce fire apparatus sales and service organization are competitive advantages in a market characterized by a few large manufacturers and numerous small, regional competitors.</p> <p>Pierce's fire apparatus is sold through an extensive network of independent sales and service organizations with over 300 hundred sales representatives in the U.S. and Canada, which combine broad geographical reach with high frequency of contact with fire departments and municipal government officials. These sales and service organizations are supported by product and marketing support professionals and contract administrators at Pierce. The Company believes high frequency of contact and local presence are important to cultivate major, and typically infrequent, purchases involving the city or town council, fire department, purchasing, finance and mayoral offices, among others, that may participate in a fire apparatus bid and selection process. After the sale, Pierce's nationwide local parts and service capability is available to help municipalities maintain peak readiness for this vital municipal service.</p> <p>Oshkosh Airport Products</p> <p>The Company markets its Oshkosh-branded ARFF vehicles through a combination of direct sales representatives domestically and an extensive network of representatives and distributors in international markets, including Canada. Certain of these international representatives and distributors also handle Pierce products and will follow the same process as noted above. For service, we support both with internal service support which is available 24/7/365 via our support line at 1-800-222-6635 and external sales representatives.</p> <p>Refer to "15. Pierce. Airport Manufacturer. Products.pdf" in Company Information and Financial Strength folder for an overview of our manufacturing capabilities and product offerings.</p> |
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| 16 | <p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p> | <p>Pierce Manufacturing Inc. holds state licensing for Sales, Manufacturing, Motor Vehicles, and dealer license used accordance to the state laws. The Pierce Dealer network licenses independently holds as required by law in the state in which they sell. Airport Products holds manufacturer's license, where required.</p> <p>We also hold our Vendors accountable to the utmost standards. Beyond ISO certifications and compliance, we require our supply chain of major components to obtain a score of 80% or above on a supplier quality audit performed by Oshkosh Corporation supplier quality.</p> <p>ISO 9001:2015 Certification: Pierce Manufacturing Inc. was the first single-source manufacturer of custom fire apparatus in North America to achieve ISO 9001 certification. Pierce has achieved ISO 9001:2015 certification which covers all aspects of our business life cycle, from engineering and manufacturing to customer service.</p> <p>ISO 9001 certification demonstrates a company's commitment to quality. To keep their ISO 9001 registered status, companies are re-audited twice per year through third-party verification to prove they are maintaining good practices. ISO 9001 certification further assures customers that a fundamental quality system is in place. It's a solid foundation for continuous improvement always striving to get even better. An ISO-certified manufacturer, like Pierce, accepts nothing but the best from its suppliers. Pierce asks its suppliers to meet many of the same stringent quality requirements and works with them to improve their quality systems as well.</p> <p>Refer to "16. ISO 9001.2015 Pierce Mfg and entities.pdf" in Financial Strength and Stability folder for certificate.</p> <p>UL/ULC: Pierce is the first fire apparatus manufacturer to be both third party certified to NFPA 1901-2013 edition and ULC listed to Canada ULC-S515-04 standard. Third Party Vehicle Inspection Program by Underwriters Laboratories to ensure our products are 100% N.F.P.A. compliant to 1901 standards. The certification includes all design, production, operational and performance testing of the complete apparatus. All products must pass all tests before a truck is released into Canada. This commitment to quality applies to trucks sold in the U.S. as well.</p> <p>Refer to "16. Sample UL Certs 35796 Pump Line Voltage Aerial Cert.pdf" in Financial Strength and Stability folder for sample certificate.</p> <p>ISO 14001:2015 Certification: Our Neenah facility is also ISO 14001:2015 certified for our Environmental Management System. Various Pierce and Airport Products vehicles are manufactured in this space.</p> <p>Refer to "16. ISO 14001 Oshkosh Airport Products.pdf" in Financial Strength and Stability folder for certificate.</p> |
| 17 | <p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p> | <p>Neither Oshkosh Corporation or subsidiary such as Pierce Manufacturing and Airport Products have suspension or debarment that applies within the past 10 years.</p> |

Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * |
|-----------|---|---|
| 18 | <p>Describe any relevant industry awards or recognition that your company has received in the past five years</p> | <p>Oshkosh Corporation is honored to be named and recognized for the following awards and recognitions.</p> <p>World's Most Ethical Companies in 2016, 2017, 2018, 2019, 2020 and 2021. Oshkosh is one of only 124 companies, representing 52 industry sectors in 19 countries on five continents named to this prestigious list. We were the only company selected in the "Trucks and Other Vehicles" category, underscoring our commitment to leading ethical business standards and practices. This achievement is only possible with a commitment to sustainability, connecting with our communities and strong ethical culture and team members who believe in doing the right thing.</p> <p>Link: https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Ethical-Companies-for-sixth-consecutive-year/default.aspx</p> <p>FORTUNE's World's Most Admired Companies in 2019 and 2020. Oshkosh Corporation is one of 330 companies to achieve this honor, as ranked by industry peers, highlighting some of the most respected and successful companies from around the world. https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Admired-Companies-by-FORTUNE/default.aspx</p> |

In 2020 and 2021, the company was awarded one of America's Most Responsible Companies by Newsweek. Oshkosh has earned this award for two consecutive years and is ranked #159 out of 399 companies on the list. America's Most Responsible Companies were defined based on key performance indicators around environmental, social and corporate governance areas. For more info please refer to the link below: <https://www.oshkoshcorp.com/en/news/12-23-20-most-responsible-newsweek>

Oshkosh Corporation was named a Military Friendly Company in 2017, 2018, 2019, 2020 and 2021. Being named a Military Friendly Company highlights our commitment to caring for our team member and having a culture where veterans can thrive. . Please reference the link for additional detail: <https://www.oshkoshcorp.com/en/news>

Oshkosh Corporation has been listed on the Dow Jones Sustainability World Index in 2019, 2020 and 2021. Please review the link below for additional info. <https://investors.oshkoshcorp.com/news/news-details/2020/Oshkosh-Corporation-Named-to-the-Dow-Jones-Sustainability-World-Index-for-Second-Consecutive-Year/default.aspx>

Oshkosh Corporation is honored to be named and recognized for the following awards and recognitions.

World's Most Ethical Companies in 2016, 2017, 2018, 2019, 2020 and 2021. Oshkosh is one of only 124 companies, representing 52 industry sectors in 19 countries on five continents named to this prestigious list. We were the only company selected in the "Trucks and Other Vehicles" category, underscoring our commitment to leading ethical business standards and practices. This achievement is only possible with a commitment to sustainability, connecting with our communities and strong ethical culture and team members who believe in doing the right thing.

Link: <https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Ethical-Companies-for-sixth-consecutive-year/default.aspx>

FORTUNE's World's Most Admired Companies in 2019 and 2020. Oshkosh Corporation is one of 330 companies to achieve this honor, as ranked by industry peers, highlighting some of the most respected and successful companies from around the world. <https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Admired-Companies-by-FORTUNE/default.aspx>

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Oshkosh was named one of the "World's Best Employers" by Forbes in 2020. The 2020 results included 750 multinational and large corporations across 45 countries. Oshkosh is ranked #76 out of 750.

Please refer to the link: <https://www.oshkoshcorp.com/en/news/12-11-20-forbes>

Oshkosh is one of Barron's 100 Most Sustainable Companies for the years 2019, 2020 and 2021. Please review the link for additional information. <https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporations-focus-on-sustainability-earns-recognition-from-Barrons-and-SP-Global/default.aspx>

Pierce's focus on energy efficiency is focused on being good stewards of company resources, budgets, and the company's ecological footprint. This earned them the recognition for Focus on Energy 2020 Energy Efficiency Excellence Award <https://www.piercemfg.com/pierce/blog/pierce-recognized-with-focus-on-energy-excellence-award>

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| | | <p>Pierce also Achieved TRUE (Total Resource Use and Efficiency) Zero Waste Certification at the Gold level. TRUE certification is administered by Green Business Certification Inc. (GBCI), an organization that independently recognizes excellence in green business industry performance and practice globally</p> <p>2021 Sterling Manufacturing Business Excellence Award - Florida facility has been awarded the 2021 Sterling Manufacturing Business Excellence Award at the Gold Level! This award went out to the company that was found to be a high performing manufacturer in seven categories. Pierce Bradenton demonstrated outstanding leadership and management systems to meet the need of customers and stakeholders https://www.facebook.com/Pierce/posts/10165217512965527</p> <p>Pierce was awarded the "Above and Beyond Award" by ESGR August of 2021. Pierce was 1 of 3 large companies in Wisconsin recognized for their outstanding support of our Guard and Reserve forces.</p> <p>Oshkosh Corporation has been named one of the "Best Managed Companies" by the Wall Street Journal in 2018 and 2019. Please visit the link for additional detail: https://www.businesswire.com/news/home/20191209005496/en/Oshkosh-Corporation-Named-One-of-the-%E2%80%9CBest-Managed-Companies-of-2019%E2%80%9D-by-the-Wall-Street-Journal</p> <p>ISO 14001:2015 Environmental Management System</p> <p>To further solidify and standardize our environmental performance, Pierce Manufacturing and the Airport Products Group are in the first domestically of formalizing an Environmental Management System for our Neenah manufacturing facility in accordance with ISO 14001:2015 for all of Oshkosh Corporation Recognized by RobecoSAM with the Industry Mover Award for critical steps taken to propel corporate sustainability by measuring impact and disclosing results.</p> <p>Oshkosh Corporation has achieved many awards throughout the years. Many of the awards highlight specific subsidiaries such as Pierce and Airport Products. There are many more that have not been incorporated but are incorporated on our websites. We are proud and work hard to maintain these achievements.</p> <p>Refer to "18. TRUE CERTS-ID 1000128616.pdf" in Additional Documents folder for certificate.</p> |
| 19 | What percentage of your sales are to the governmental sector in the past three years | Oshkosh has great relationship with various governmental sectors throughout the organization. We are a publicly traded company therefore the information available does not include specific sales detail. |
| 20 | What percentage of your sales are to the education sector in the past three years | Pierce and Airport on occasion will sell to education sectors such as Universities, Colleges, High Schools, or Fire schools. The market for our product in this group is limited. |
| 21 | 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? | <p>Pierce Manufacturing participates in nationwide and state-level contracts. All programs are aligned to offer the best solutions on a consistent platform. Contracts with an asterisk (*) also have contracts held by Airport Products.</p> <ol style="list-style-type: none"> 1. Sourcewell* 2. H-GAC* 3. NASPO Value Point 4. NPPGov 5. Lamas 6. BuyBoard 7. Florida Sheriff's 8. Ohio State 9. Costars |
| 22 | 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? | Current GSA (General Services Administration) contract is GS30F021DA |

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name * | Contact Name * | Phone Number * |
|-----------------------------|-------------------|----------------|
| Knoxville Fire Department | Bobby Palmer | 865-595-4474 |
| Howell Fire District #3 | Louis Memmolo,III | 732-905-8530 |
| Clark County | Riccardo Terzo | 702-455-8341 |
| Tampa International Airport | Oren Hanson | 813-267-0335 |

Table 5: Top Five Government or Education Customers

Line Item 24. 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 * |
|---------------------------|---------------|---------------------------|---------------------------|------------------------|----------------------------------|
| U.S. Army | Government | District of Columbia - DC | Pumpers, rescues, aerials | N/A | N/A |
| U.S. Air Force | Government | District of Columbia - DC | Pumpers, rescues, aerials | N/A | N/A |
| Bureau of Land Management | Government | District of Columbia - DC | Wildland pumpers | N/A | N/A |
| U.S. Navy | Government | District of Columbia - DC | Pumpers, rescues, aerials | N/A | N/A |
| U.S. Marine Corps | Government | District of Columbia - DC | Pumpers, rescues, aerials | N/A | N/A |

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 * |
|-----------|---|---|
| 25 | Sales force. | <p>Pierce Manufacturing has an inside sales force that manages a given territory. The support can range from dealers, customer request, trade shows, warranties, specifics support within the bids, managing the sale and configuration. The inside sales folks work with internal Pierce contacts to ensure a successful build and delivery to our preferred dealer network.</p> <p>The Oshkosh Airport Products sales force consists of 2 regional sales managers who are direct employees of Oshkosh Airport Products. Our sales team is committed to the full customer lifecycle, from initial contact throughout the vehicle life. In addition, our internal sales managers coordinate with our Canadian dealership to support the customer relationship.</p> <p>Refer to "25. 26. 27. Directory - Pierce Dealership Territories Map.pdf", "25. 26. Pierce Authorized Dealer_2021_Listing.pdf", "25. ARFF RSM Map Nov 2021.pdf", and "25. Pierce and Airport Internal Contacts Org Chart.pdf" in the Additional Documents folder for more information.</p> |
| 26 | Dealer network or other distribution methods. | <p>Pierce product is sold via the authorized Pierce Dealer network of 300+ sales representatives that are located across the US and Canada and are backed by the Pierce factory support of 2500+ employees to assist with product, quality, and service. In addition, the sales force is comprised of legacy tenure as well as new generations. Many of our sales representatives came from or are still part of the fire industry in some way.</p> <p>There are Dealers located across the US and Canada that have been assigned territory to provide Sales, Service, and aftermarket support 24/7 365 days of the year. The dealer network has invested in on hand inventory as well as the factory and dedicated aftermarket inventory available online for them to utilize and drop ship to the end customer's location.</p> <p>As previously mentioned, we also partner with MAXIMETAL to support our Canadian customers by being a distributor for MAXIMETAL products.</p> <p>Oshkosh Airport Products sells direct domestically and partners with dealer organizations internationally, including Canada.</p> <p>Refer to "25. 26. 27. Directory - Pierce Dealership Territories Map.pdf" and "25. 26. Pierce Authorized Dealer_2021_Listing.pdf" in the Additional Documents folder for more information.</p> |

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| 27 | Service force. | <p>Pierce and its dealer network offer a wide variety of Aftermarket services to help customers maintain their Pierce branded fire apparatus. 70+ service centers throughout North America are dedicated to servicing Pierce apparatus thru its industry-leading, independently owned & managed dealer network. 20 United States & 3 Canadian dealerships support our wide array of service centers. Pierce authorized service centers offer:</p> <ul style="list-style-type: none"> • Dedicated Service Professionals • Nearly 250 mobile service vehicles, strategically located throughout North America • Offer scheduled & unscheduled maintenance services • 24/7 access to Pierce Technical Support Hot-Line, • Ability to execute warranty-related repairs, in accordance with the Pierce limited warranty statement. <p>Pierce also offers a full line of spare parts, available for purchase thru its dedicated dealer network. The spare parts warehouse, located in Appleton, Wisconsin, boasts over 100,000 sq. ft. of storage space, all of which supports Pierce fire apparatus. Key facts about the warehouse include:</p> <ul style="list-style-type: none"> • Dedicated and committed on-hand spare parts inventory • Management of over 100,000 unique spare part numbers (inventory, min/max, pricing, country of origin, etc.) • Same-day & next-day shipping services from UPS, FedEx, and XPO • 24/7 website to locate and check pricing & availability of spare parts by authorized dealer • Tens of thousands of digital photographs & 3D artwork of replacement parts for fast & easy identification <p>Pierce offers a complete set of training classes, for both operators & maintainers, to keep your Pierce apparatus running at peak performance.</p> <ul style="list-style-type: none"> • Regional & Corporate training events held throughout the calendar year • Instructors with over 100 combined years of Pierce & industry expertise • Innovative "Training Truck"; key technology mounted on stand-alone truck to simulate any key system • Technology training on key components such as Pierce Ultimate Configuration (PUC™) water pumps, TAK-4® independent suspension systems, Husky™ Foam systems, and Command Zone™ III • Operation overview of foam & aerial devices <p>Attached you will find a summary per authorized dealer mobile vehicles and acknowledgment of service technicians along with dealer contact and the territory they cover.</p> <p>Oshkosh Airport Products employs full time Field Service Representatives to provide vehicle in-service, training, and service work. We also rely on support from organizations across the US and have service provider agreements to provide local support to our customers as well. In addition, we are supported through Oshkosh Corporation's training center to provide world-class maintenance and operations training. These trainings are designed specifically for our ARFF products and are available to our dealers and customers alike.</p> <p>Refer to "25, 26, 27. Directory - Pierce Dealership Territories Map.pdf", "27. Pierce Dealer Service & Sales Coverage.pdf", and "27. ARFF Service Providers Map.pdf" in the Additional Documents folder for more information.</p> |
| 28 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | <p>When the customer works with the Pierce authorized dealer they will accept all purchase orders; however, every sale is configured in the Pierce customized truck configurator, Pulse. This sales tool includes the corresponding cooperative procurement option applicable to the sale. This option is used to generate monthly audits that Pierce performs with their dealer network as well as generate the quarterly required reports sent direct to the contracting agency. The authorized Dealer network utilizes the customized apparatus specification software (PULSE) to configure to the customer's expectations and is used internally throughout the supply chain of the order from booking the order to engineer the final product. The tool is supported with internal communication tools such as workflow, Communication Central, online scheduling, Build Status, and a complete Truck Library. This provides our Dealer network a direct link to the factory to accurately communicate details to the end user.</p> <p>Airport Products will be the primary point of contact for sales inquiries, except where we have an authorized dealer. With complexity of ARFF vehicles, our team will work directly with the customer to customize their truck configuration using the base vehicle as a starting point. Options will be added to the base price with the Sourcewell discount. This quotation will be used by the customer to issue a purchase order or contract which will be reviewed by Airport Products and accepted. Airport Products will then be responsible for manufacture of the vehicle.</p> |
| 29 | 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 | <p>AFTERMARKET PIERCE MODEL</p> <p>Pierce service after the sale is where we truly are set apart from others. The Pierce Dealer network spans across the US and Canada and each have made investment in facilities, inventory, staff, and training. The Dealer is the first point of contact for the customer however all customers can access Pierceparts.com to aid in any</p> |

that help your providers meet your stated service goals or promises.

service needs they may have.

TEAM MEMBERS

Pierce Service Brigade

An army of 600 service technicians across the US and Canada.

Certified Master Technicians

We specifically created the Pierce Certified Master Technician program to ensure that our Service Brigade professionals possess the highest level of proficiency with today's sophisticated emergency vehicles, including non-Pierce apparatus.

The Right Attitude and the Right Tools

Our team members take pride in going home at the end of each day knowing they made a difference. The mobile training unit takes Customer Service training to another level and brings training to the customer. This mobile unit has built-in training tools and props that are configurable to the training needs of our customers. It allows the technician to troubleshoot, dismantle, and most importantly, provide the hands-on training customers ask for.

INVENTORY

As the manufacturer, facilities are available in Appleton, WI, Weyauwega, WI, and Bradenton, FL. These facilities are equipped with factory personnel and committed healthy stock of inventory dedicated to service and replacement parts to ensure quick response and minimize down time.

Furthermore, Pierce Manufacturing Inc. houses inventory in a dedicated facility, with a dedicated shipping area that ensures service parts are given priority and extends a customized, Pierce aftermarket website for authorized Dealers to conduct business in real-time.

FACTORY HOURS OF OPERATION

Pierce Manufacturing Inc. and Oshkosh Airport products also maintains a 24 hour/ 7 day a week, toll free emergency hot line and employs a staff of dedicated individuals to troubleshooting and parts support. Pierce Customer Service core hours of operation are Monday – Friday, 7:30 a.m. – 4:00 p.m. CST. We also have Pierce factory technicians on call for after-hours support available 24 hours a day, seven days a week.

PROBLEM IDENTIFICATION & RESOLUTION

As product or service issues are identified by the customer, they are to contact their local Pierce authorized dealer since they are the customer's first point of contact. All issues are documented, resolved, and archived for future reference by the local dealership. If there is an issue that needs elevated assistance, the dealership will contact the Pierce customer service account representative for assistance.

Parts identification is provided to both the dealer and the Fire Department through an on-line web-based application for the specific truck. Access will be granted using the specific VIN number of the vehicle and the online web application provides the ability to view complete bills of materials, digital photographs, parts drawings, assembly drawings, and access to all current operation, maintenance, and service publications. The end user can access this information via the Guest Login.

TECHNICAL SERVICE SUPPORT

Both Pierce and their authorized Dealers can provide both in-house and on-site service for the apparatus along with training per request. Replacement parts and various levels of service after delivery are available from your local Pierce authorized dealer, including but not limited to those shown below:

SERVICE:

Warranty repair for Pierce product line for all items except for those that must be handled directly by an authorized component manufacturer such as engine and transmission.

Direct access to Pierce technical support

Routine preventative maintenance

Annual aerial ladder testing

Pump testing

Ground ladder testing

NFPA 1911 annual inspections maintenance and testing

Repairs from small minor issues to major overhauls and many other services

Dealer repair services extend to most other fire and emergency rescue product lines in addition to Pierce Manufacturing

Service provided by EVT, ASE, Pierce and industry specific certified technicians

All Pierce authorized sales and service dealers have access to Pierce's extensive level of technical and customer service support staff

PARTS:

Pierce authorized dealers maintain a large assortment of products supplied with fire

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| | | <p>apparatus. Including, but not limited to, the most commonly required parts and components required for apparatus repair. This level of inventory enables "out of service" time to be kept to a bare minimum. All Pierce authorized sales and service dealers have access to Pierce's extensive level of replacement parts inventory, which is more than \$15M as well as any Pierce required fabrication services.</p> <p>Oshkosh Airport Products partners with Pierce Manufacturing's internal customer support team to provide the same superior service for municipal products with the smaller scale of ARFF products. We maintain a 24 hour/ 7 day a week, toll free emergency hot line with core hours of operation being Monday through Friday, 7:30 a.m. – 4:00 p.m. CST. We also have Pierce factory technicians on call for after-hours support available 24 hours a day, seven days a week via our service support line 1-800-222-6635</p> |
| 30 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | <p>Pierce Manufacturing Inc has 20 US based authorized dealers, each which has an establishes sales and service infrastructure to support the sale of our whole goods from time of sale through its lifecycle. We are committed to support the customer by educating them in all possible avenue to ensure they know the benefits of Sourcewell. Pierce will be able to support the entire US including Hawaii and Alaska along with Canada regions. Our established dealer network includes assignment for these territories.</p> <p>Airport Products is able and willing to provide our products and services to participating entities in the United States.</p> |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | <p>Pierce Manufacturing Inc has 3 US based authorized dealers, each which has an establishes sales and service infrastructure to support the sale of our whole goods from time of sale through its lifecycle. Pierce Manufacturing Inc. has three Dealers that cover the Canadian territories – Commercial Emergency Equipment, Safety Source, and L 'Arsenal. Commercial Emergency Equipment is the largest of those exclusive dealers. They cover Western Canada (BC, AB, SK, MB), Ontario, as well as the Northern Territories (YT, NWT, NT).</p> <p>Pierce brands the MAXI Saber custom-chassis fire apparatus which are also marketed in Canada. Pierce is our authorized dealers are in exclusive product partnership since 2016 with MAXIMETAL. Pierce is committed to growing the market in Canada while also providing service support.</p> <p>Airport Products will work in conjunction with our authorized dealer(s), and together we are able and willing to provide our products and services to participating entities in Canada.</p> |
| 32 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | <p>There are no geographic areas in the US or Canada that we will not be fully servicing through the proposed contract. Pierce and Airport Products are proud to provide excellent coverage across the nation. There are no areas throughout US or Canada that we are not able to fully support either through our dealer network or direct coverage through coverage.</p> |
| 33 | 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? | <p>There are no defined sectors that Pierce or Airport Products would not be willing and able to sell to and extend the after the sale service and support we pride ourselves on.</p> |
| 34 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | <p>Pierce and Airport Products is not aware of any specific contract requirements or restrictions that apply to members. Those territories determine what contracts they support and allow to be used.</p> |

Table 7: Marketing Plan

| Line Item | Question | Response * |
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| 35 | 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>The marketing strategy we have taken with all the awards has begun with marketing to our sales force. The initial launch provides the sales team:</p> <ul style="list-style-type: none"> • Overview of the contract and what differentiates it from the others • Training and updating internal User Guide/Handbook • Adding the contract option to our custom truck configurator Pulse • Adding the contract to the internal communication portal • Update www.piercemfg.com and www.oshkoshairport.com website with the addition of the new contract • Develop a flyer or FAQ to provide sales reps and customers as a takeaway • Including a Sourcewell purchased truck at Pierce shows. The Sourcewell consortium logo is noted on the configuration that is displayed on the truck. <p>Refer to "35. Pierce Example Marketing.pdf" in the Marketing Plan/Samples folder.</p> <p>Additional marketing brochures available in the Marketing Plan/Samples folder. Please refer to these files for current representative material.</p> |
| 36 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | <p>Pierce has a dedicated marketing team that manages our website and social media; we also have 23 Dealers that have established websites and utilize social media platforms such as twitter, Instagram, and Facebook to share messaging. We are able to track engagement and metadata on our followers through these platforms. Not only is our marketing team well versed in looking at industry trends, we also partner with external organizations for a more robust approach to technology.</p> <p>Both Pierce and Airport Products' websites will include award and have a direct link to the Sourcewell website where facts and information can be obtained.</p> <p>Airport Products also utilizes Showpad for organization and distribution of marketing material which is available to our domestic and international sales team. This tool allows us to share information across the globe, including information on available purchasing consortiums. This tool allows users to track customer engagement with the material.</p> |
| 37 | 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? | <p>Sourcewell's role in promoting the Fire Apparatus contract is primarily accessibility to customers and/or their procurement officials.</p> <p>Sourcewell's role is to be partner with the awarded vendors and understand the product on the contract so that as a joint effort, end users can be informed and educated on cooperative procurement and how this contract best fits them. This may include training creation, networking at a specific show or dealer location.</p> <p>Cooperative procurement needs to fold into the sales process shortly after introductions. A Sales representative should understand what programs the customer has been a part of and/or what they know about cooperative procurement programs available. That basic understanding is a must have from the onset.</p> <p>This program won't determine what apparatus they buy or what customization they can have – this program provides them the avenue to get what they need through an efficient procurement process.</p> <p>For the Airport direct sales team, all opportunities that are not competitively bid will be provided information on the Sourcewell contract as an avenue for purchase.</p> |
| 38 | 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 offer an e-procurement ordering process due to the complexity of our product. We have determined this platform does not fit in our business model. |

Table 8: Value-Added Attributes

| Line Item | Question | Response * |
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| 39 | <p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p> <p>Training is offered in several different ways:</p> <ul style="list-style-type: none"> • A customer can request factory personnel to provide training and it will be added to the sale or available at a later date. • The dealer may have a training program to offer that introduces the customer to the dealer's support team • The customer may choose to attend regional training classes offered throughout the year. <p>All customers receive a Delivery Orientation class prior to placing the apparatus in service. Other training is often customized to the customer's needs and scheduled around their calendars. Factory and/or Dealer training may include Operation, Maintenance, Foam training, Aerial training, Customer Mechanics, or customizable.</p> <p>On-site training during vehicle in-service is standard. This provides a basic vehicle operations and maintenance overview. This training is consistent with industry standards. Refer to "39. Pierce Training Offerings.pdf" in Additional Documents for more information on Pierce training.</p> <p>We also offer additional training through our Oshkosh Product Training Center. We have two rigorous courses focused on the vehicles chassis and firefighting systems. The cost of additional maintenance or operations courses are not included and schedule and pricing is available on our training website. Specialized training can also be requested and will be quoted at time of request. https://oshkoshcorporation.csod.com/LMS/catalog/Welcome.aspx.</p> <p>Refer to "39. Striker Chassis and Firefighting Maintenance Training Outline.pdf" in Additional Information folder for ARFF training outline.</p> |
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| 40 | <p>Describe any technological advances that your proposed products or services offer.</p> | <p>Oshkosh Corporation a leader in innovation and each of our products and technologies is designed with customers and end-users in mind, including advances in electrification, autonomy and active safety and intelligent products. Leveraging the latest in technology for today and tomorrow across the different markets we serve differentiates us and helps us remain market leaders and stay ahead of the competition. Advancing our company into new markets and categories will support continued growth for the company.</p> <p>Through this contract, we offer numerous proprietary features that standout from others and not limited to:</p> <ul style="list-style-type: none"> • Electric Vehicles - Pierce Manufacturing and Oshkosh Airport Products have introduced the Volterra™ platform of electric vehicles for the fire and emergency market, with the first municipal truck already in service with the City of Madison, Wisconsin. The Striker® Volterra performance hybrid Aircraft Rescue and Fire Fighting (ARFF) vehicle is available for demonstration, as available, at customer locations. Refer to "40. Volterra Press Release.pdf" in Additional Documents folder for more information. • Idle Reduction Technology (IRT) - Power NFPA 1901 required devices, user-defined mission critical on-scene loads, and HVAC climate control with the main chassis engine shut down for one hour of run time at 150 amps. Featuring built-in safety interlocks and Pierce Command Zone™ auto-start for battery power monitoring and engine re-start, departments can work more safely and efficiently without a second thought. Pierce Idle Reduction Technology is an option on new apparatus and as an aftermarket solution Refer to "40. Pierce-Manufacturing-Idle-Reduction-Technology-6-21.pdf" in Additional Documents folder for more information. • Ascendant® class of aerial products – Pierce patented design that offers 107' of vertical reach and 100' of horizontal reach; rated at a 750 lb (dry) / 500 lb (wet) tip load capacity with an additional 100 lb equipment allowance; flow up to 1,500 gpm and is capable of a store front blitz feature as standard. • Pulse - Customized in-house truck configurator that allows us to build to the customer's level of customization • TAK-4® Suspension – offers shorter stopping distance, no brake steer, improved ride quality, and proven technology used by the US military. • Command Zone™ III electronics – provides vehicle reliability, easy serviceability, 5-yr standard warranty • Pierce Ultimate Configuration (PUC™) - Eliminates the pumphouse so you can build your apparatus around your needs and not the pump. It minimizes vehicular space used for fire suppression and maximizes space for equipment while still providing big pump, foam and CAFS capabilities. • Husky™ foam systems - Hydraulic drive powered; Single point, direct injection, flow-based system using digital technology to indicate pump position and a flow meter; a built-in flush system, equipped with an auxiliary foam pick-up; a foam tank refill system is available to fill the foam tank(s) from the ground. • Snozzle® HRET – The Snozzle High Reach Extendible Turret is available is a 50 ft or 65 ft configuration. Our HRET is available on the Oshkosh Striker 4x4, 6x6 and 8x8. • Eco EFP™ Foam Measurement System – Measure foam percentages from every discharge on the vehicle without using foam on the Oshkosh Striker vehicles. Eco EFP measures both the solution and foam flows on the vehicle, and even archives the testing data with a time and date stamp for three years. <p>Refer to "40. Eco EFP Brochure.pdf" in Additional Documents folder for more information.</p> <p>The Company's advanced design and engineering capabilities have contributed to the development of innovative and/or proprietary, severe-duty components that enhance vehicle performance, reduce manufacturing costs and strengthen customer relationships. The Company's advanced design and engineering capabilities have also allowed it to integrate many of these components across various segments and product lines, which enhances its ability to compete for new business and reduces its costs to manufacture its products compared to manufacturers who simply assemble purchased components. The Company has been a supplier of electric-powered products for more than 20 years and recently launched several new products that leverage zero emissions electrification for mobility across all segments.</p> |
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| 41 | <p>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.</p> | <p>Oshkosh Corporation, including Pierce and its sister segments, have Environmental Policies & Procedures including, but not limited to, an Environmental Protection Policy and an Energy Management Policy. Please refer to our response in question 18 on our recent award achievements as well.</p> <p>Refer to "9. 2020_Sustainability_Report.pdf" in the Financial Strength and Stability folder.</p> <p>Pierce Sustainability Efforts</p> <p>Sustainability is defined as "meeting the needs of the present without compromising the ability of future generations to meet their own needs." Pierce is continuously improving how we make and distribute products. It's about reducing the environmental impact of our products and production, improving workplace conditions, reducing costs, increasing value, and being active in our communities.</p> <p>Pierce has established waste and energy Key Performance Indicators (KPIs) and are developing and implementing plans to meet these goals month over month. KPIs are tracked, recorded, and shared monthly with the teams and our sister segments including Corporate.</p> <p>Oshkosh Corporation conducts internal environmental audits using a third-party environmental auditing tool. These audits are completed on all sites on a rotating basis. Each facility is audited at least once every three years.</p> <p>Pierce is an active member of the Dow Jones Sustainability Index (DJSI).</p> <p>The Dow Jones Sustainability Indices (DJSI) launched in 1999, are a family of indices evaluating the sustainability performance of the largest 2,500 companies listed on the Dow Jones Global Total Stock Market Index.</p> <p>Department of Energy's Better Buildings, Better Plants Program</p> <p>Pierce along with the other Oshkosh segments demonstrate our commitment to improving energy performance by signing a voluntary pledge to reduce our energy intensity by 25% over a ten-year period with the U.S. Department of Energy's Better Buildings, Better Plants Program. Leading manufacturers and industrial-scale energy using organizations implement cost-effective energy efficiency improvements that save energy and improve competitiveness.</p> <p>ISO 14001:2015 Environmental Management System</p> <p>To further solidify and standardize our environmental performance, Pierce Manufacturing and the Airport Products Group are in the process of formalizing an Environmental Management System for our Neenah manufacturing facility in accordance with ISO 14001:2015.</p> <p>Refer to "16. ISO 14001 Oshkosh Airport Products.pdf" in Financial Strength and Stability folder.</p> <p>Community – Goodwill</p> <p>Pierce works with the local Goodwill in many different facets. One is the reuse of our safety glasses. Our friends at Goodwill clean and repackage the glasses for reuse at our facilities. It is a cost savings, but most importantly it is helping our community and reducing waste to landfill.</p> |
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| 42 | <p>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> | <p>Pierce Manufacturing has received certifications and awards towards our commitment to energy efficiency, conservation, and sustainability. All certifications and awards are driven through Key performance Indicators (KPIs), auditing and continuous performance throughout the Pierce family and Oshkosh Corporation. Certifications and awards are attached and linked for reference.</p> <p>CERTIFICATIONS:</p> <p>ISO 14001:2015 Certification Our Neenah, WI facility has received the ISO 14001:2015 certification, demonstrating our strong commitment to performance, implementation of a world-class environmental management system, and completion of a rigorous third-party evaluation.</p> <p>TRUE Zero Waste Certification The Total Resource Use and Efficiency (TRUE) Zero Waste certification program, administered by Green Business Certification Inc., provides rigorous third-party certification for zero waste goals. Facilities earn credits toward certification for activities in redesigning processes, reducing waste, reusing materials, and finding solutions other than landfill for waste. Our Neenah, WI facility has achieved TRUE certification at the Gold Level.</p> <p>AWARDS: The advances Pierce has made in sustainable practices thus far have been recognized by numerous agencies, both governmental and private. Additionally, we have obtained certifications and joined programs which serve as pledges to our continuous improvement in sustainability and environmental stewardship. The majority of the awards referenced below you will also find in the table 3 question 18.</p> <p>Energy Efficiency Excellence Award The Energy Efficiency Excellence Award recognizes business participants of Focus on Energy, Wisconsin's statewide energy efficiency and renewable resources program, who have demonstrated an outstanding commitment to reducing energy waste by implementing energy-saving upgrades in their facilities and operations. In 2020, Pierce was honored with this award for our efforts in reducing energy in our products and production.</p> <p>Wisconsin Recycling Excellence Award The Department of Natural Resources recognizes outstanding recycling and waste minimization efforts through its annual Recycling Excellence Award program. Pierce received the Overall Program Award in 2020 for our diverse and extensive waste reduction efforts.</p> <p>GREEN / SUSTAINABILITY:</p> <p>Dow Jones Sustainability Index Our sustainability efforts have been recognized through our inclusion on the Dow Jones Sustainability World Index (DJSI). The DJSI, is a family of best-in-class benchmarks which track the stock performance of the world's leading companies in terms of economic, environmental, and social criteria. 2021 marked the third consecutive year we were named to the Index, highlighting our commitment to sustainable business practices.</p> <p>World's Most Ethical Companies In 2021, we celebrated our sixth consecutive year being named one of the World's Most Ethical Companies by Ethisphere™. The assessment considers over 200 data points on culture, environmental and social practices, ethics and compliance activities, diversity and inclusion, and initiatives to support a strong value chain.</p> <p>Green Masters The Green Masters Program is an assessment and recognition program for Wisconsin businesses interested in improving and being recognized for their sustainability initiatives. 2021 marked the seventh consecutive year we were deemed a Green Master, indicating that we are in the top 20% of companies evaluated.</p> |
| 43 | <p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p> | <p>Oshkosh Corporation is a large publicly traded company and does not qualify for diversity certifications. However, as an organization Oshkosh is a member of National Minority Supplier Development Council (NMSDC). At Oshkosh Corporation we are about building, protecting and serving communities throughout the globe. We are committed to working with a diverse supply base that is representative of our customers and the communities we serve.</p> <p>Refer to "43. Oshkosh Supplier Diversity.pdf" in Additional Documents for more information.</p> |
| 44 | <p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p> | <p>Oshkosh Corporation is a trusted partner with over 100 years in business, focused on innovation with the customer in mind. With our work in electrification and intelligent products, we will continue to lead in the specialty truck manufacturing market. Our customers benefit from the size and scale of a large organization yet receive focused attention from our subsidiaries and their respective dealerships.</p> <p>Pierce is a leading manufacturer of customized fire apparatus with a dealer network second to none. The longevity, stability, and family tradition in the fire industry that is threaded throughout our dealer network sets us apart from others. Our partnership with the other segments within the Oshkosh Corporation and the backing of our parent company, Oshkosh Corporation leverages innovation and financial strength.</p> <p>Pierce understands the customer's needs and provides the detail, the commitment, and the follow through long after the apparatus is delivered.</p> <p>Oshkosh Airport Products completes the full products supported by this contract through its Oshkosh Striker ARFF. Airport Products is dedicated to leading the way in technology, product support and customer service in the ARFF market.</p> |

Table 9: Warranty

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

| Line Item | Question | Response * |
|-----------|---|---|
| 45 | Do your warranties cover all products, parts, and labor? | <p>Yes, Our one-year bumper to bumper warranty covers all product, parts, and labor. Pierce, the "manufacturer", warrants each newly manufactured fire apparatus to the original end user/purchaser of specified periods stated below from the date of delivery.</p> <p>The standard Cab & chassis warranty provides a one-year warranty that warrants against defects in product, workmanship, and/or design. This warranty shall apply provided the vehicle is properly maintained.</p> <p>Nothing contained in this warranty shall make the Manufacturer liable beyond the express limitations hereof, for loss, injury, or damage of any kind to any person or entity resulting defect or failure of the product (except as covered by Product liability insurance).</p> <p>Refer to "45. 01-WVA0008 100208 Pierce 1 year.pdf" and "45. Oshkosh 1 Year Basic Vehicle Warranty.pdf" in the Warranty folder for our standard 1 year warranty.</p> <p>The Manufacturer's warranty shall not apply to the following:</p> <ul style="list-style-type: none"> • Wear items • Normal adjustments and maintenance services. • Failures resulting from the product being operated in a manner not in accordance with the operation manual or for a purpose not recommended by the Manufacturer. • Any product which shall have been repaired, modified, or altered in any way to have been adversely affected the unit's stability or reliability. • Items subjected to misuse, negligence, accident, or improper maintenance. • Loss of time or use of the product, inconvenience, or other incidental expenses. <p>The authorized Pierce dealer manages all warranty issues on behalf of the end customer. The Pierce dealer utilizes an online claim filing system known as One Warranty for claim processing. Pre-approval for a claim or request for credit (post- correction claim) can be filed via the One Warranty system in the event a warrantable failure is found.</p> <p>All Standard and Extended Warranty claims are subject to specific Standard and Extended Warranty guidelines. Specific warranties exist for particular makes, models, chassis, options, etc. for Pierce products. Specific warranty bulletins are provided at time of sale to the end customer.</p> <p>Refer to a sampling of our other warranty statements and manufacturers' statements on engines, transmissions, water pump, etc. in the Warranty folder. A summary of warranty is also available "45. Warranty Overview.pdf".</p> |
| 46 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | <p>We do have some base and extended warranties that have mileage limitations set to them. Limitations varies based on the options of the vehicle.</p> <p>Examples of base warranties are our structural warranties which carry a 100,000-mile limit.</p> <p>Extended warranties carry various mileage limits based on the specific coverage.</p> <p>Paint warranties are prorated based on age of the unit.</p> |
| 47 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | <p>We pride ourselves with the coverage we have across the nation. There are no areas that we do not have coverage throughout US or Canada. Warranty is managed through our Pierce authorized dealers and dealer travel expenses are covered per our established internal One Warranty guidelines. Airport Products warranty is managed through authorized service representatives or our internal resources. Travel expenses are covered per our established internal one Warranty guidelines.</p> |
| 48 | 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? | <p>Pierce prides themselves in the coverage we have across the nation. Pierce requires a certified technician for each area Therefore we are to support all regions throughout US or Canada. Airport Products will provide service through internal or external service representatives.</p> |

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| 49 | 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? | Major components installed but not manufactured by Pierce or Airport Products are covered under original equipment manufacturer's warranties passed through to end user/customer. These include, but are not limited to, engine, transmission, water pump, ABS, and axles. Component Warranties In some cases, suppliers will offer warranties beyond the Pierce or Airport Products one-year warranty. Warranties provided by individual suppliers other than Pierce or Airport Products apply after the one-year vehicle warranty. The administration of individual supplier warranties, per the supplier, are to be addressed directly with the supplier themselves. |
| 50 | What are your proposed exchange and return programs and policies? | Pierce offers a return/exchange program for aftermarket parts only to the purchaser (Pierce dealer) and the dealer may extend this and other terms and conditions to the end customer. Aftermarket Parts Warranty Pierce and Airport Products warrants the purchaser that the parts sold by aftermarket be free from defects in product and workmanship for the period of six months from the delivery of the product. This Parts Warranty does not include freight, labor, travel, or markup. It is a part warranty only. Return of Defective Parts If parts used in the repair of an apparatus are required to be returned to Pierce, Dealers will receive notification. Dealers have up to 30 days to return the defective component or the warranty claim will be rejected. |
| 51 | Describe any service contract options for the items included in your proposal. | Authorized Pierce dealers may offer service contracts for preventative maintenance purposes. No service contracts are included in this proposal. |

Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * |
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| 52 | Describe your payment terms and accepted payment methods. | All sales of Pierce apparatus are sold through the authorized Pierce dealers. Payment terms are Cash on Delivery (COD) or prepayment unless otherwise agreed upon by the Pierce dealer. Oshkosh Airport Products' standard payment terms are net 30 days after delivery of vehicle. Accepted payment methods include check and wire transfer. |
| 53 | Describe any leasing or financing options available for use by educational or governmental entities. | The same logic behind our custom chassis applies to our financial services: Tailor the product to the department, not the other way around. The Company offers two- to fifteen-year municipal lease financing programs to its Fire & Emergency segment customers in the U.S. through the Pierce Financial Solutions program, provided by PNC Equipment Finance. Programs include competitive lease financing rates, creative and flexible finance arrangements and the ease of one-stop shopping for customers' equipment and financing. The Company executes the lease financing transactions through a co-branded arrangement with an independent third-party finance company. The Company typically provides credit support in connection with these financing and leasing arrangements. With industry-leading tax-exempt rates, zero documentation fees, flexible payment plans and quick approvals that can bypass voter referendums, we make it easy to get behind the wheel of your new Pierce. Refer to "53. Pierce Financial Solutions Testimonials.pdf" and "53. Financial_Solutions.pdf" in the Additional Documents folder. |
| 54 | 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. | Pierce has a variation of standard warranty documents. Sample documents are included in the warranty document uploads. No standard transaction documents are being requested to use in connection with an awarded contract. No service contracts are included in this proposal. Authorized Pierce dealers may offer service contracts for preventative maintenance purposes. |
| 55 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | Pierce, Airport Products, and their independent dealers do not find that P-card procurement and payment feasible due to the size and build complexity of our products |

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 * |
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| 56 | 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. | <p>Combination of line item and percentage discount are provided in an attached PDF document identified as follows</p> <ul style="list-style-type: none"> • Product Category • Identification ID# • Product Description • List Price • Percentage off per product • Line Item (Contract) Price <p>The Percentage Discount items are also applicable to the unpublished options added to the published base specification with a standard discount off of List contingent on the product.</p> |
| 57 | 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. | <p>The pricing presented in this proposal represents a 5.5% discount from Pierce's list price for unpublished options. ARFF products (Airport Products) represents a 7% discount off of list price.</p> |
| 58 | Describe any quantity or volume discounts or rebate programs that you offer. | <p>Multi-Unit Purchase Discount: Additional discounts may be available for identical multi-unit purchases. Discount varies dependent upon the number of identical units, the configuration of the units, and will be handled on a case-by-case basis.</p> <p>Pre-Payment Discount Discount amount varies dependent upon apparatus price, delivery schedule, extent of pre-payment, and applicable rate. If elected, payment for the entire contract amount is due within thirty (30) days of contract execution. This deduction is in addition to all other discounts listed above. If this option is elected, final payment for any changes processed during manufacturing is due prior to the unit leaving the factory for delivery.</p> <p>Payment & pricing options: Chassis Progress Payment Discount: Discount of approximately 3% of the custom chassis price is offered if a chassis progress payment is made three (3) months prior to the RFP (ready for pick up from the factory) date. Example: Chassis progress payment in the amount of \$220,714.00 could earn a discount of (\$6,621.00). This discount is not available for Commercial chassis products.</p> <p>Aerial Device Progress Payment Discount: Discount of approximately 2% of the aerial device price is offered if an aerial device progress payment is made two (2) months prior to the RFP (ready for pick up from the factory) date. Example: Aerial device progress payment in the amount of \$310,385.00 could earn a discount of (\$6,207.00).</p> |
| 59 | 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. | <p>Sourced or open market items may be provided by the Pierce authorized dealer and would be quoted at time of request.</p> |

| | | |
|----|--|--|
| 60 | <p>Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.</p> | <p>Pre-Delivery Expenses Dealer provided options can be added to the apparatus contract upon request and will be handled by the Pierce authorized dealer. Dealer provided options can vary depending upon the customer's request and can include but are not limited to the items listed below. Pricing will be provided to each customer upon request and varies by dealership and customer location.</p> <ul style="list-style-type: none"> Factory inspection trips Weekly construction photo progress reports Orientation DVD specific to your apparatus Loose Equipment Engine and or transmission diagnostic software Loose equipment (open market items) such as but not limited to monitors, hose, intercom system, radio equipment, and rescue tools and equipment Pre-delivery service consisting of basic fluids and filters Custom fabrication for tool mounting and communication equipment Other items as requested by customer and deemed sourced or open market Delivery Sales and other taxes, license, handling, or title fees are also not included. |
| 61 | <p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p> | <p>Transportation Expenses Prices quoted in RFP #113021 are FOB Manufacturer's facility. Transportation of the apparatus from the factory to the customer's facility can be added to the contract. In most cases the apparatus is delivered to the Pierce authorized dealer facility in the area for a Pre-Delivery inspection and the installation of any dealer provided options, if applicable. If there is not a Pierce authorized dealer facility near the customer location, the apparatus may be delivered directly to the facility. The cost for this transportation varies dependent upon the type of apparatus and the proximity of your facility to the location of the manufacturer's facility. Delivery is conducted in accordance with DOT regulations. Delivery charges can vary based on the logistic or shipping location and requirements for example, more if flatbed, barge, or container ship transport is required.</p> |
| 62 | <p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p> | <p>Shipping and Delivery programs for areas such as Alaska, Hawaii, or any offshore delivery requires coordination of different transit methods. Most often the apparatus is flatbed to the port destination, prepared for ocean transit, and travel to final destination (roll-on/roll off vessel is preferred). This unique shipping and delivery requirements are priced on a case-by-case basis as required. Shipping within the contiguous US states and Canada, shipping is calculated using numerous factors including but not limited to the type of apparatus which impacts permits as well as the distance to destination. Shipping expenses are not included in the base specifications cost.</p> |
| 63 | <p>Describe any unique distribution and/or delivery methods or options offered in your proposal.</p> | <p>For ARFF vehicles, due to size and weight restrictions all trucks will be transported via low-boy or flatbed. All required licenses and permits will be obtained prior to shipment.</p> |

Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|-----------|---|--|
| 64 | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | Pierce will not favor one GPO over another. Therefore, pricing model is consistent across all. |

Table 13: Audit and Administrative Fee

| Line Item | Question | Response * |
|-----------|---|---|
| 65 | <p>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> | <p>Pierce takes pride in upholding the integrity of the programs and contracts we participate in. System software changes have been built to facilitate the information gathered throughout any of our programs to efficiently run reports on demand. These reports are run at a minimum monthly for internal audit purposes and quarterly for contract requirements. All base specifications and additional upgrade options have been created in our customized truck configurator tool, PULSE so that a Dealer can copy that base specification to confirm line-item pricing. Any changes made to the base specification is then controlled and captured in a Change Report that can be validated to honor the Percentage Discount on options added.</p> <p>The process (see additional documents) outline shows that Pierce has a closed-loop process that provide checks and balances for all involved. Our reporting capabilities for other contracts have been noted to be timely, thorough, and accurate. The volume of sales under our consortium programs requires Pierce to have a well-defined and efficient process. Awarded contracts are audited on product cost, labor efficiencies, product margin and customer satisfaction.</p> <p>Refer to "Table 13. Question 65 Audit and Administrative Fee.pdf" in Pricing folder.</p> |
| 66 | <p>If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.</p> | <p>On a monthly basis Pierce will provide the percentage of Sourcewell orders to each authorized dealer in which they can compare to the prior year, this is provided in their monthly dashboards.</p> |
| 67 | <p>Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)</p> | <p>The Administrative Fee that Pierce will pay to Sourcewell for this proposed contract is aligned with the other contracts awarded to Pierce to create alignment and consistency. That fee will be a flat \$2000.00 USD per customer purchase order or separate contract.</p> |

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

| Line Item | Question | Response * |
|-----------|--|---|
| 68 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>Pierce is offering an array of fire apparatus to meet the customer's needs across the US and Canada, including Hawaii and Alaska. Authorized Pierce dealers may offer service contracts for preventative maintenance purposes. Our product portfolio includes the industry standard categories: Custom and Commercial Pumper products Aerial products, Command, ARFF, Rescue products, Tanker products, and Specialty vehicles.</p> <p>CUSTOM AND COMMERCIAL PUMPER PRODUCTS Pumper products include commercial and custom chassis with varying body sizes, pump rates, water tank capacity, and pump module style.</p> <p>AERIAL PRODUCTS Aerial products include ladders, platforms, and tillers. These provide ladder lengths ranging from 61' – 110'. Selections will include various axle configurations, pumping rates, ladder styles, and material.</p> <p>EMERGENCY RESPONSE VEHICLES - Designed to support the demands of emergency response. Many models fall under this category such as large mobile command, mid-size command vehicle, small mobile command, and crew 22mobile command vehicle.</p> <p>RESCUE PRODUCTS Rescue products will include commercial and custom chassis offerings along with a walk-in or non-walk-in style. The configuration capabilities vary but includes capacity to integrate complex A/V, network and radio systems, air tool systems, breathing air systems with compressors, hydraulic rescue tool systems and winching capabilities, crew seating with storage, and custom fabricated shelves and trays.</p> <p>TANKER PRODUCT Tanker products offer a dual role of water transport and on-the-spot firefighting. Pierce offers Elliptical tankers, Tanker/Pumper models, Dry side and Wet side styles to choose from. Each tanker is custom designed to accommodate the fire department's water, foam and equipment storage needs. Pierce Tankers feature solid, lightweight, corrosion-free polypropylene tanks. The tanks are form-fitted specifically for Pierce vehicles and come with a lifetime warranty.</p> <p>SPECIALTY VEHICLES Specialty vehicles are those unique vehicles that have a purpose in which just one may be needed. Specialty vehicles may range from a mini pumper to a Wildland Type III vehicle or a Industrial Fire Fighting Vehicle.</p> <p>Maxi-Metal Partnership MAXIMETAL PRODUCTS- are distributed in the USA through PIERCE MANUFACTURING and the dealer network under the brand name "CONTENDER BY MAXIMETAL. The "Contender by MAXIMETAL" product line will be submitted by MAXI-METAL for consideration.</p> <p>Aircraft Rescue and Fire Fighting Vehicles (ARFF) – Airport Products offers the Oshkosh Striker 4x4, 6x6 and 8x8 along with the Stinger Q4 RIV (Rapid Intervention Vehicle). The ARFF vehicle will be equipped to meet NFPA 414 requirements with optional equipment and configurations to meet individual airport needs.</p> |
| 69 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <p>Please see question 68 subcategories as they are described. There is also literature included to provide the breadth of products we sell, service and support. No service contracts are included in this proposal. Example below of subcategories</p> <p>Category - Emergency Response Vehicles , ARFF, Aerial, Pumper, Rescue, Tanker, Specialty</p> <p>Subcategory - Ladder, Pumpers, Walk In, Pumper Tanker, Wildland, Platforms, Rescue -Pumper, Non Walk-In Dry-side Tanker, Mini-Pumper, Command</p> |

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 | |
|-----------|--|--|---|---|
| 70 | Firefighting apparatus and service vehicles, of all types, such as: pumper/engine, initial attack, mobile water supply, aerial, quint, special service, mobile foam, command and communications, and purpose-built firefighting or rescue trailers | <input checked="" type="radio"/> Yes <input type="radio"/> No | Frontline leads service on command and communications. | * |
| 71 | Wildland fire apparatus, of all types, such as: fire suppression equipment, mobile water supply, and crew carriers | <input checked="" type="radio"/> Yes <input type="radio"/> No | N/A | * |
| 72 | Aircraft rescue and firefighting vehicles | <input checked="" type="radio"/> Yes <input type="radio"/> No | Oshkosh Airport Products | * |
| 73 | Purpose-built chassis and vehicle components for firefighting apparatus and fire service vehicles | <input checked="" type="radio"/> Yes <input type="radio"/> No | Pierce has a variety of custom built chassis that you will find within the documents | * |
| 74 | Equipment, options, accessories, and supplies complementary or incidental to the purchase of a turnkey or complete unit of the types described in Lines 70-72 above | <input checked="" type="radio"/> Yes <input type="radio"/> No | Can be open source Offering is only in conjunction with a new order..... | |
| 75 | Services related to the offering of the solutions described in Lines 70-74, including installation, customization, remount, refurbishment, inspection, repair, maintenance, training, and support | <input checked="" type="radio"/> Yes <input type="radio"/> No | We are required to provide training of our vehicle per compliance with NFPA. We do provide options within our proposals for this, and extended durations that have added cost associated. | * |

Table 15: Industry Specific Questions

| Line Item | Question | Response * |
|-----------|---|--|
| 76 | Describe available service and repair options for the equipment and products offered in your proposal. | <p>Pierce Master Technician Program</p> <p>The Pierce Master Technician Program is focused on recognizing service technicians throughout the dealer network for their knowledge and ability to provide expert service on Pierce apparatus. With this tiered level program, a technician can work their way up from having one certification to the level of Master Technician. Active participation in the ASE & EVT programs is encouraged. A Pierce Master Technician must successfully complete the defined core classes dedicated to exclusive Pierce products. A cumulative final exam is taken upon completion of the core classes to obtain a Pierce Master Technician status. Pierce has over a 150 Master Technicians certified.</p> |
| 77 | Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes. | Remount and refurbished services are offered however each job is quoted independently from one another. This is required due to the complexity to refurb or remount. Refurb and remount pricing will not be part of this submission however pricing can vary depending on the repair or service needed. |
| 78 | Describe your compliance with US standards for the equipment and products offered in your proposal, including applicable federal and state requirements. | <p>Pierce fire apparatus are built with pride and dedication to a product that helps save lives. We have many internal quality check points throughout the build process and before the fire apparatus can be delivered it must go through third party testing by Underwriters Laboratories (UL).</p> <p>Pierce contracts with Underwriter's Laboratories to inspect Pierce apparatus for compliance to NFPA standards. Every NFPA 1901 apparatus manufactured in the Appleton facility is reviewed by a UL certified inspector after it is completed.</p> <p>Each apparatus is subjected to a visual inspection of construction and installed components such as chassis, driving and crew compartments, body compartments, steps, warning lights, reflective trim, warning, and instructional labels, etc. The inspection checklist, based on apparatus type, may have over 100 items to check.</p> <p>Once the UL inspection is complete a certification of NFPA compliance is provided to the customer upon delivery of their fire apparatus.</p> <p>Oshkosh ARFF products comply with latest edition of NFPA 414 and the Federal Aviation Administration Advisory Circular (AC) 150/5110-10E.</p> |
| 79 | Describe your compliance with Canadian standards for the equipment and products offered in your proposal, including applicable federal and provincial requirements. | <p>CERTIFIED: UL/ULC</p> <p>NFPA 1901 UL Certification & UL Canada (ULC) Certification</p> <p>Pierce is the first fire apparatus manufacturer to be both 3rd party certified to NFPA 1901-2009 edition and ULC listed to Canada ULC-S515-04 standard by Underwriters Laboratories. Stages of testing include road, pump, weight, brake, performance and aerial application. All products must pass all tests before a truck is released into Canada. This commitment to quality applies to trucks sold in the U.S. as well.</p> <p>All chassis' comply with Canadian Motor Vehicle Safety Standards CMVSS.</p> <p>Oshkosh ARFF products comply with latest edition of NFPA 414 and the Federal Aviation Administration Advisory Circular (AC) 150/5110-10E. We will work with the customer on specific Canadian requirements to ensure compliance as needed.</p> |

Exceptions to Terms, Conditions, or Specifications Form

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

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](#) - Table 12. Pricing.zip - Tuesday November 30, 2021 15:16:30
 - [Financial Strength and Stability](#) - Table 2. Financial Strength and Stability.zip - Tuesday November 30, 2021 14:31:23
 - [Marketing Plan/Samples](#) - Table 7. Marketing Plan.Samples.zip - Tuesday November 30, 2021 13:40:24
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Table 9. Warranty Information.zip - Tuesday November 30, 2021 13:41:02
 - [Standard Transaction Document Samples](#) - SALES_TEMPLATE_Sales Proposal Order Form .pdf - Tuesday November 30, 2021 13:43:12
 - [Upload Additional Document](#) - Additional Documents.zip - Tuesday November 30, 2021 16:02:10

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. - Michelle Swokowski, Sales Operations Manager, Oshkosh Corporation/ Pierce Manufacturing/ Oshkosh Airport Products

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

Yes No

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

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

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|--|-------|
| Addendum_4_Fire_Apparatus_RFP_113021 Sat November 20 2021 12:53 PM | <input checked="" type="checkbox"/> | 5 |
| Addendum_3_Fire_Apparatus_RFP_113021 Thu November 11 2021 02:09 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_2_Fire_Apparatus_RFP_113021 Fri October 29 2021 09:20 AM | <input checked="" type="checkbox"/> | 1 |
| Addendum_1_Fire_Apparatus_RFP_113021 Fri October 29 2021 09:20 AM | <input checked="" type="checkbox"/> | 1 |



The New York State Contract Reporter

*NYS' official source of contracting opportunities
Bringing business and government together*

This document printed
Monday, 10/11/2021

Contracting Opportunity

* * * This ad has not been published. It has been reviewed and pending publication. * * *

Title: Firefighting Apparatus and Fire Service Vehicles

Agency: Sourcewell

Division: Procurement Department

Contract Number: 113021

Contract Term: 4 years, with potential 1 year extension

Date of Issue: 10/12/2021

Due Date/Time: 11/30/2021 4:30 PM
Central Time

County(ies): All NYS counties

Classification: Safety & Security - *Commodities*

Opportunity Type: General

Entered By: Chris Robinson

Description: Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Firefighting Apparatus and Fire Service Vehicles to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 30, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

Contact Information

Primary contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
rfp@sourcewell-mn.gov

Submit to contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
rfp@sourcewell-mn.gov

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AFFIDAVIT OF PUBLICATION



DJC OREGON

11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Nick Bjork**, being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

FIREFIGHTING APPARATUS AND FIRE SERVICE VEHICLES

Sourcewell; Bid Location Staples, MN, Todd County; Due 11/30/2021 at 04:30 AM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for **1** time(s) in the following issues:

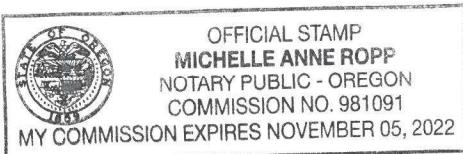
10/13/2021

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 13th DAY OF **October, 2021**

Nick Bjork

Notary Public-State of Oregon



SOURCEWELL
FIREFIGHTING APPARATUS AND
FIRE SERVICE VEHICLES
Proposals due 4:30 pm,
November 30, 2021

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Firefighting Apparatus and Fire Service Vehicles to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://proportal.sourcewell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 30, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Published Oct. 13, 2021. 12044537

Carol Jackson
Sourcewell
202 12th St NE
Staples, MN 56479-2438

Order No.: 12044537
Client Reference No:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Firefighting Apparatus and Fire Service Vehicles** to result in a contracting solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>

Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 30, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

OC-000664371-01

STATE OF OKLAHOMA,
COUNTY OF OKLAHOMA

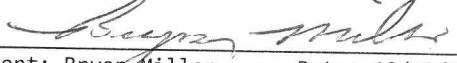
} SS.

Affidavit of Publication

Bryan Miller, of lawful age, being first duly sworn, upon oath deposes and says that she/he is the Classified Legal Notice Admin, of GateHouse Media Oklahoma Holdings, Inc, a corporation, which is the publisher of *The Oklahoman* which is a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; that said newspaper has been continuously and uninterruptedly published in said county and state for a period of more than one hundred and four consecutive weeks next prior to the first publication of the notice attached hereto, and that said notice was published in the following issues of said newspaper, namely:

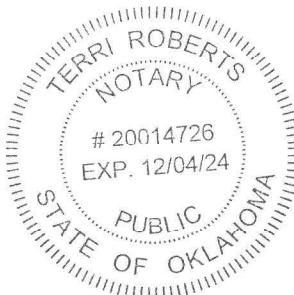
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| AdNumber | Publication | Page | Date |
|---------------|-------------------|------|------------|
| 0000664371-01 | OC- The Oklahoman | B10 | 10/12/2021 |
| 0000664371-01 | OC- The Oklahoman | B11 | 10/19/2021 |


Agent: Bryan Miller Date: 10/19/2021

Subscribed and sworn to be me before this date : 10/19/2021


Notary: Terri Roberts Date: 10/19/2021



THANK YOU for your legal submission!

Your legal has been submitted for publication. Below is a confirmation of your legal placement. You will also receive an email confirmation.

| ORDER DETAILS | PREVIEW FOR AD NUMBER IPL00443760 |
|---|--|
| Order Number: IPL0044376 | |
| Order Status: Submitted | |
| Classification: Legals & Public Notices | |
| Package: COL - Legal Ads | |
| Final Cost: 132.13 | |
| Payment Type: Account Billed | REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Firefighting Apparatus and Fire Service Vehicles to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://procortal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 30, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered. W00000000 Publication Dates |
| User ID: IPL0024154 | |
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NFL WEEK 5 WINNERS AND LOSERS

Lorenzo Reyes
USA TODAY

Week 5 in the NFL was a wild one. Three of the early-window games – not counting the Falcons topping the Jets in the really early window in London – came down to electric finishes. And the Packers, Patriots and Vikings won their games on field goals at or near the end of regulation or in overtime, on a day in which placekickers struggled at historic levels.

We also saw an upstart team with a rookie coach, the Chargers, outlast another powerful AFC opponent in the Browns in what could end up being a potential playoff preview. The same went for a rematch of last year's AFC championship game, though this time it was the Bills who prevailed over the Chiefs in convincing fashion.

Elsewhere, a rough week got tougher for embattled Jaguars coach Urban Meyer, who saw his team drop to 0-5.

The Week 5 winners and losers:

WINNERS

The (AFC West favorite?) Chargers

In the track meet that was a 47-42 victory, the Chargers outslugged a worthy contender in the AFC, the Browns. Questions about defensive lapses abound for both teams, but that the Chargers had to battle back from a 14-point, third-quarter deficit shows how far Los Angeles (4-1) has come in Brandon Staley's first season as head coach.

First, let's highlight what the Chargers did well on defense. One of the main reasons Los Angeles was able to keep the deficit manageable was because in three of Cleveland's first five trips inside the red zone, it clamped down and forced the Browns to settle for two short field goals and forced one turnover on downs. But quarterback Justin Herbert is quickly becoming one of the young star passers in the entire NFL. Herbert is on a historic pace in his young career, bolstered by his 26 of 43 performance against the Browns for 398 yards with four touchdowns. He also added a rushing score. He could be on a track to insert himself in the MVP conversation. More important, with the Chiefs looking vulnerable – especially on defense – the Chargers could even threaten for the division crown.

Not only offense in Arizona

A team coached by Kliff Kingsbury always was going to have dynamic playmakers on offense. But the Cardinals have remained the lone undefeated team in the NFL also because of a really talented and efficient defense. Going up against a dynamic athlete and passer in 49ers rookie Trey Lance, who was making his first career start, the Cardinals prevailed 17-10.

Arizona was excellent in high-leverage situations. The Cardinals limited the 49ers to 3 of 11 conversions on third downs, kept the Niners out of the end zone in their only goal-to-go scenario of the game and stopped San Francisco on fourth downs on four out of five tries. According to Elias Sports Bureau, it was the only time in at least the last 40 seasons that a team recorded four fourth-



First-year NFL head coach Urban Meyer's Jaguars fell to 0-5 on Sunday and Jacksonville has lost 20 consecutive games. BOB SELF/THE FLORIDA TIMES-UNION

down stops in a game. The Cardinals will start to have a target on their backs, but having a now-improved defense makes this team that much more dangerous because it won't be incumbent on quarterback Kyler Murray and the Arizona offense to carry the team.

The losing Lions

Yes, they fell in heartbreak, again. And players and coaches in the NFL almost never want to hear about silver linings. But what rookie coach Dan Campbell is doing in Detroit, getting his team to punch above its weight and nearly pull off two improbable upsets in two weeks, should be admired. The Lions lost to the Vikings 19-17 on a crushing game-winning field goal after Detroit had battled back from a 10-point deficit with a little more than five minutes left to play. This came one week after the Lions lost (also 19-17) when Ravens kicker Justin Tucker set an NFL record with a 66-yard, game-winning field goal.

In both cases, the Lions gave up big passing plays to put their opponents near field goal range. Those are issues the team needs to clean up. This Lions roster is still young and has a lot of holes. Jared Goff is not a long-term answer at quarterback. But Detroit ranks second in third-down defense (27.7%) and has become a high-effort team. That has kept it in these games. If Campbell can keep developing the talent the Lions have and if the Lions improve their roster over the next couple of seasons, Detroit could be a team to watch in the near future.

LOSERS

Kickers

The NFL, when it changed its rule in 2015 to push back the extra point, wanted the play to have more drama. In Week 5, the league got its wish. There were 12 missed extra points before Monday's game. Extra points weren't the only kicking struggle. There have also been 12 missed field goals. This shouldn't necessarily be chalked up to any big-picture issues or problematic trend; it's only now and then, a week comes by

where this just seems to happen. This one, however, was the worst kicking performance since the rule change.

What makes this case interesting, though, is that weather typically plays a factor in poor kicking. This week, games were not affected by inclement weather. In particular, the Packers' 25-22 overtime victory against the Bengals offered a study of kicking comedy. At one point, Mason Crosby of the Packers and Evan McPherson of the Bengals combined for five consecutive missed field goal kicks in a stretch of fewer than eight minutes of game time – and it happened in the fourth quarter and overtime. And, if there were a missed extra point in Monday's game between the Colts and the Ravens, it will set a record for the most combined missed extra points across the entire league in a week.

Urban Meyer

With each passing day, Urban Meyer is showing that the head coaching job of the Jaguars is too big for him. It wasn't so much that the Jaguars lost to the AFC South rival Titans 37-19. It was the effort they showed. Early in the third quarter, with Tennessee holding an 11-point lead, the Jaguars defense did not look interested in tackling Titans running back Derrick Henry on a 9-yard TD rush.

It's no surprise that effort was an issue.

This entire week was shrouded in controversy over Meyer's decision to stay in Ohio after a loss to the Bengals,

missing the team flight. He was later

filmed at a bar, where a woman who was

not his wife danced on him. It would be

natural for players to question his commitment.

After the incident in Ohio, owner Shad Khan issued a strong statement and said Meyer "must regain our trust and respect." Yet Meyer has repeatedly failed to hold himself accountable and routinely blames others for mistakes, even his players. After Sunday's loss, reporters asked him about a 4th-and-1 call and why Trevor Lawrence didn't keep it on a quarterback sneak. Meyer said Lawrence was "not quite comfortable with that yet" and added "I don't micro-manage who is in the game." Minutes later, Lawrence disagreed and said that while it wasn't something they had done

in a game yet, that he was "comfortable." This team has had bouts of mental mistakes and communications issues, careless penalties, carelessness with the ball. And it all falls on Meyer.

Brian Flores and Chris Grier

Memories of Miami's surprise 10-win season in coach Brian Flores' second season with the Dolphins feel so long ago. And after the defending Super Bowl champion Buccaneers throttled the Dolphins 45-17, both Flores and general manager Chris Grier have some significant questions to answer. The Tampa Bay roster is better than Miami's. It might be the best in the entire league. But Flores, a coach with a specialty on defense, spent 15 seasons on the Patriots coaching staff, each of those when Tom Brady played in New England. He should have at least a decent idea of how to fluster Brady.

Instead, Brady completed 30 of 41 passes for 411 yards with four TDs. The Bucs failed to convert only three of their 11 third-down attempts. And Tampa Bay gained 558 yards of total offense in what was simply a defensive collapse for Miami (4-4). While Grier has hit on some of his recent draft picks, his inability to fix holes at running back, linebacker, offensive line and quarterback are concerning. Though second-year passer Tua Tagovailoa has been sidelined with broken ribs, Grier will always have to face questions of how Miami passed on Justin Herbert, who has been a revelation for the Chargers and was taken one pick after Tagovailoa was. It's too early for a total cleaning house, but if more performances like this follow, that time may be quickly nearing.

The Panthers as NFC disruptors

They had a hot start to the season, but after consecutive losses Carolina has regressed to the mean. Granted, last week's defeat came against a powerful Cowboys team and both have been with star running back Christian McCaffrey sidelined. But Carolina (3-2) blew a 12-point lead it held in the second quarter and squandered several chances to extend their lead in a disappointing 21-18 loss against the Eagles.

Carolina's defense held its end of the bargain early in the game. Other than the three first downs the unit gave up on Philadelphia's end-of-half drive in the second quarter, the Panthers had allowed the Eagles to move the chains just twice in their other 10 possessions to start the game. The Panthers defense constantly put the offense in great field position, but Carolina stalled when it got into plus territory. Quarterback Sam Darnold has now thrown five interceptions in the last two weeks after tossing three against the Eagles. Though there were other shortcomings, his inability to move the ball when Philly brought pressure doomed the Panthers. The special teams unit allowing the Eagles block a punt with four minutes left in the game set up the game-winning touchdown. But don't lose sight of the throw Darnold missed to receiver Robby Anderson on third down. These are the games Carolina needs to win to be a contender in the conference. This loss shows the Panthers still have some work to do to get there.

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A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal at <https://procurement.sourcewellmn.com>.

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

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| (RIV)(C) | NA210C: Truck, Fire, Crash | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (RIV)(C) | NA210E: Truck, Fire, Crash, Rapid Intervention Vehicle, Commercial | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (RIV)(C) | NA210P: Firefighting Equipment - Complete Fire Trucks and Trailers Only | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (RIV)(C) | NA210B: Ground Fire Fighting Equipment | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (RIV)(X) | NA210X: Firefighting Equipment (Marine) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (RIV)(B) | NA210PB: Trailer, Fire Pumper | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (RIV)(A) | NA210PA: Tracked Vehicle, Firefighting | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (RIV)(A) | NA210: Fire Fighting Equipment | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (RIV)(K) | NA210K: Pumping Equipment, Portable (Firefighting, Ground) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (RIV)(G) | NA210G: Extinguisher, Fire (Aircraft Type) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (RIV)(W) | NA210W: Firefighting Equipment, Special, Customer or Systems Engineered Products | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

APC "Opportunity Notices" This notice is provided for information purposes only. Refer to the "Opportunity Documents" in the Bid Package for authoritative information.

All queries pertaining to the language, content or any missing or inaccurate information within this abstract must be sent to its originator of the abstract, as specified in the opportunity notice.

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View Details

Click [here](#) to return to the Sourcewell Procurement Portal home page.

Bid Details

| | |
|--|--|
| Bid Classification: | Goods |
| Bid Type: | RFP - General |
| Bid Number: | RFP 113021 |
| Bid Name: | Firefighting Apparatus and Fire Service Vehicles |
| Bid Status: | Closed |
| Bid Closing Date: | Tue Nov 30, 2021 4:30:00 PM (CST) |
| Question Deadline: | Fri Nov 19, 2021 4:30:00 PM (CST) |
| Time-frame for delivery or the duration of the contract: | Refer to project document |
| Negotiation Type: | Refer to project document |
| Condition for Participation: | Refer to project document |
| Electronic Auctions: | Not Applicable |
| Language for Bid Submissions: | English unless specified in the bid document |
| Submission Type: | Online Submissions Only |
| Submission Address: | Online Submissions Only |
| Public Opening: | No |
| Description: | Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Firefighting Apparatus and Fire Service Vehicles to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 30, 2021, at 4:30 p.m. Central Time , and late proposals will not be considered. |
| Bid Document Access: | Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation. |
| Categories: | Show Categories [+] |

[Register for this Bid](#) [Download Bid Documents](#)

Meeting Locations

The following are the meeting times and locations for the opportunity:

| Meeting Location | Description | Date / Time | Mandatory Me... | Meeting Document |
|--------------------------------|---|---|-----------------|------------------|
| Online Pre-Proposal Conference | Login instructions will be posted to the "Documents" section and available to registered suppliers two business days prior to the web conference. | Tuesday November 2, 2021 10:00 AM (CDT) | No | |

Documents

| File Name | Pages | |
|---|-------|------------------|
| RFP_113021_Fire_Apparatus Monday October 11, 2021 07:43 AM | 13 | |
| RFP_113021_Fire_Apparatus_Contract_Template Monday October 11, 2021 07:43 AM | 18 | |
| RFP_113021_Fire_Apparatus_Pre-Proposal_Login_Instructions Friday October 29, 2021 08:48 AM | 1 | |
| RFP_113021_Fire_Apparatus_Pre_Proposal_Login_Instructions_Updated_111221 Friday November 12, 2021 02:49 PM | -- | |

Public | PurchaseTM

| Chat | Help | Logout | Home | New Bid | Closed Bids | My Staff | Tools | [Switch to Vendor View] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|--|--------|------|---------|-------------|----------|-------|-------------------------------------|--|---|---|--|--|--|--|---------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|---|--|--|--|--|--|--|--|
| Sourcewell  Formerly AJP | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Bid RFP #113021 - Firefighting Apparatus and Fire Service Vehicles | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <tr> <td> Bid Type: RFP Bid Number: 113021 </td> <td> Access Reports View reports on who has been notified of the bid or accessed it. [Notification report] [Access report] </td> </tr> <tr> <td> Title: Firefighting Apparatus and Fire Service Vehicles Start Date: Oct 12, 2021 8:29:59 AM CDT End Date: Nov 30, 2021 4:30:00 PM CST </td> <td> Questions 0 Questions 0 Unanswered [View/Ask Questions] </td> </tr> <tr> <td> Agency: Sourcewell Bid Contact: Chris Robinson (218) 895-4168 rfp@sourcewell-mn.gov 202 12th Street NE P.O. Box 219 Staples, MN 56479-0219 </td> <td> Edit Bid [Create Addendum] </td> </tr> <tr> <td colspan="2"> Description <p>Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Firefighting Apparatus and Fire Service Vehicles to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (https://pportal.sourcewell-mn.gov). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 30, 2021, at 4:30 p.m. Central time, and late proposals will not be considered.</p> </td> </tr> <tr> <td colspan="8"> Pre-Bid Conference </td> </tr> <tr> <td colspan="8"> Date: Nov 2, 2021 10:00:00 AM CDT Location: Online Conference Notes: Login information will be emailed two business days prior to the event. </td> </tr> <tr> <td colspan="8"> Documents No Documents for this bid </td> </tr> </table> | | | | | | | | Bid Type: RFP Bid Number: 113021 | Access Reports View reports on who has been notified of the bid or accessed it. [Notification report] [Access report] | Title: Firefighting Apparatus and Fire Service Vehicles Start Date: Oct 12, 2021 8:29:59 AM CDT End Date: Nov 30, 2021 4:30:00 PM CST | Questions 0 Questions 0 Unanswered [View/Ask Questions] | Agency: Sourcewell Bid Contact: Chris Robinson (218) 895-4168 rfp@sourcewell-mn.gov 202 12th Street NE P.O. Box 219 Staples, MN 56479-0219 | Edit Bid [Create Addendum] | Description <p>Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Firefighting Apparatus and Fire Service Vehicles to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (https://pportal.sourcewell-mn.gov). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 30, 2021, at 4:30 p.m. Central time, and late proposals will not be considered.</p> | | Pre-Bid Conference | | | | | | | | Date: Nov 2, 2021 10:00:00 AM CDT Location: Online Conference Notes: Login information will be emailed two business days prior to the event. | | | | | | | | Documents No Documents for this bid | | | | | | | |
| Bid Type: RFP Bid Number: 113021 | Access Reports View reports on who has been notified of the bid or accessed it. [Notification report] [Access report] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Title: Firefighting Apparatus and Fire Service Vehicles Start Date: Oct 12, 2021 8:29:59 AM CDT End Date: Nov 30, 2021 4:30:00 PM CST | Questions 0 Questions 0 Unanswered [View/Ask Questions] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Agency: Sourcewell Bid Contact: Chris Robinson (218) 895-4168 rfp@sourcewell-mn.gov 202 12th Street NE P.O. Box 219 Staples, MN 56479-0219 | Edit Bid [Create Addendum] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Description <p>Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Firefighting Apparatus and Fire Service Vehicles to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (https://pportal.sourcewell-mn.gov). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 30, 2021, at 4:30 p.m. Central time, and late proposals will not be considered.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Pre-Bid Conference | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Date: Nov 2, 2021 10:00:00 AM CDT Location: Online Conference Notes: Login information will be emailed two business days prior to the event. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Documents No Documents for this bid | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Solicitations *Firefighting Apparatus and Fire Service Vehicles* has been created.

View Edit Delete Revisions

OPEN

Firefighting Apparatus and Fire Service Vehicles

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Firefighting Apparatus and Fire Service Vehicles to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://procurement.sourcewell.mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 30, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Important Dates

Pre-Proposal Conference:
November 2, 2021 at 10:00 am CDT

Proposals Due:
November 30, 2021 at 4:30 pm CST

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

[Sourcewell Procurement Portal](#)



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Sourcewell for Vendors

Bidding

Publish /Verify Contents Save as Template

Solicitation Setting

- ✓ Invite Bidders No
- ✓ Evaluate Response online No
- ✓ Internal Approval No
- ✓ Enable Collaboration with other Users No

Solicitation Details

Mandatory Information

| | |
|--|----------------------------------|
| Solicitation Type RFP | Solicitation Number 113021 |
| Solicitation Name Firefighting Apparatus and Fire Service Vehicles | Procurement Type Goods, Services |
| Country & Province/State Canada / Ontario | Published By Sourcewell |
| Accept Questions Not Applicable | |

Internal Information (For Internal Use Only)

| |
|--|
| Procurement Title/Project Name 113021 Firefighting Apparatus and Fire Service Vehicles |
|--|

Advertisement

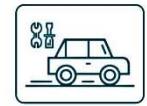
Basic Settings

| | |
|--|--|
| Solicitation Type Open to all suppliers | Estimated Contract Amount \$800,000,000.00 |
| Publish Date 10/12/2021 | Closing Date & Time 11/30/2021 16:30:00 CT |
| Publish Option Value Range for this Solicitation 10,000,001 over | |

Selected Categories

Automotive/ Industrial

Industrial Vehicles/ Equipment Fire trucks, Ambulances, Transport Trucks, Garbage Trucks, Buses (school and commercial), Utility Trucks, Ride-on Lawn Mowers, decontamination trailers, streetcars, ice-resurfacers, office trailers, trains etc



Solicitation Overview

Sourcewell Formerly NJPA

Firefighting Apparatus and Fire Service Vehicles

113021

Closing Date: 11/30/2021 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Firefighting Apparatus and Fire Service Vehicles to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 30, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Notice

Basic Information

| | |
|---------------------------------------|--|
| Estimated Contract Value (CAD) | \$800,000,000.00 (Not shown to suppliers) |
| Reference Number | 0000210048 |
| Issuing Organization | Sourcewell |
| Owner Organization | |
| Solicitation Type | RFP - Request for Proposal (Formal) |
| Solicitation Number | 113021 |
| Title | Firefighting Apparatus and Fire Service Vehicles |
| Source ID | PP.CO.USA.868485 |

Details

| | |
|----------------------|---|
| Location | All of Canada, All of Canada |
| Purchase Type | Duration:4 years |
| Description | Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Firefighting Apparatus and Fire Service Vehicles to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 30, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered. |

Dates

| | |
|---------------------------------------|----------------------------|
| Publication | Manual publication |
| Question Acceptance Deadline | 2021/11/19 05:30:00 PM EST |
| Questions are submitted online | No |
| Bid Intent | Not Available |
| Closing Date | 2021/11/30 05:30:00 PM EST |

| | |
|--------------------------|----------------------------|
| Prebid Conference | 2021/11/02 11:00:00 AM EDT |
|--------------------------|----------------------------|

Contact Information

| |
|------------------------|
| Procurement Department |
| 218-894-1930 |
| rfp@sourcewell-mn.gov |

Pre-Bidding Events

| | |
|-------------------|---|
| Event Type | Prebid Conference |
| Attendance | Recommended |
| Event date | 2021/11/02 11:00:00 AM EDT |
| Location | Online Conference |
| Event Note | Login information will be emailed two business days prior to the event. |

Bid Submission Process

| | |
|----------------------------|---------------------------|
| Bid Submission Type | Electronic Bid Submission |
| Pricing | In attached document |
| Pricing | In attached document |
| Bid Documents List | |

| Item Name | Description | Mandatory |
|---------------|---------------------------------|-----------|
| Bid Documents | Documents defining the proposal | Yes |

Categories

Selected Categories

| GSIN Categories (8) | |
|---------------------|---|
| G | Goods Goods |
| N42 | Firefighting, Rescue, And Safety Equipment Firefighting, Rescue, And Safety Equipment |
| N4210P | FIREFIGHTING EQUIPMENT - COMPLETE FIRE TRUCKS AND TRAILERS ONLY FIREFIGHTING EQUIPMENT - COMPLETE FIRE TRUCKS AND TRAILERS ONLY |
| N4210K | PUMPING EQUIPMENT, PORTABLE (FIREFIGHTING, GROUND) PUMPING EQUIPMENT, PORTABLE (FIREFIGHTING, GROUND) |
| N42 | Fire Fighting Equipment Fire Fighting Equipment |
| N4210 | FIRE FIGHTING EQUIPMENT FIRE FIGHTING EQUIPMENT |
| N4210W | FIREFIGHTING EQUIPMENT, SPECIAL, CUSTOMER OR SYSTEMS ENGINEERED PRODUCTS FIREFIGHTING EQUIPMENT, SPECIAL, CUSTOMER OR SYSTEMS ENGINEERED PRODUCTS |
| N4210B | GROUND FIRE FIGHTING EQUIPMENT GROUND FIRE FIGHTING EQUIPMENT |
| N4200 | FIREFIGHTING, RESCUE AND SAFETY EQUIPMENT Firefighting, rescue and safety equipment |
| N4210PD | TRUCK, FIREFIGHTING TRUCK, FIREFIGHTING |
| MERX Category (1) | |
| G | Goods Goods |
| G14 | Fire Fighting, Security and Safety Equipment Fire Fighting, Security and Safety Equipment |
| UNSPSC Category (1) | |
| 25000000 | Commercial and Military and Private Vehicles and their Accessories and Components |
| 25100000 | Motor vehicles |
| 25101700 | Safety and rescue vehicles |



Proposal Evaluation
Firefighting Apparatus and Fire Service Vehicles RFP #113021

| Acre Industries, Inc. | | BME Fire Equipment Company | Brindle Mountain Fire Apparatus, LLC | CAMIONS CARL THIBAULT, INC. | CET Fire Pump MFG | Chemical Containers, Inc. | Custom Fire Apparatus, Inc. | Dependable Truck & Tank, Inc. | EJ Metals, LLC | E-Erie, Inc. | FireStopper USA MD | Fort Garry Fire Trucks, Ltd. | Front Brothers, Inc. | Hi-Tech Emergency Vehicle Service, Inc. | HME, Incorporated | HUB Fire Engines & Equipment, Ltd. |
|---|-------|----------------------------|--------------------------------------|-----------------------------|-------------------|---------------------------|-----------------------------|-------------------------------|----------------|--------------|--------------------|------------------------------|----------------------|---|-------------------|------------------------------------|
| Possible Points | | | | | | | | | | | | | | | | |
| Conformance to Terms/ Conditions to Include Documentation | 50 | 38 | 41 | 36 | 41 | 38 | 40 | 33 | 35 | 40 | 40 | 43 | 28 | 42 | 37 | 43 |
| Product Industry and Marketplace Success | 400 | 333 | 259 | 278 | 311 | 315 | 305 | 265 | 232 | 319 | 263 | 271 | 210 | 306 | 319 | 36 |
| Builder's Ability to Sell/ Service Contract Nationally | 75 | 52 | 52 | 52 | 59 | 55 | 56 | 60 | 51 | 55 | 65 | 61 | 59 | 61 | 60 | 52 |
| Builder's Marketing Plan | 100 | 64 | 77 | 71 | 80 | 75 | 67 | 72 | 72 | 72 | 72 | 71 | 72 | 77 | 77 | 65 |
| Value-Added Attributes | 50 | 35 | 42 | 34 | 39 | 37 | 42 | 34 | 44 | 38 | 35 | 39 | 34 | 38 | 40 | 35 |
| Warranty Coverage and Information | 50 | 43 | 43 | 40 | 41 | 43 | 40 | 36 | 38 | 40 | 38 | 44 | 45 | 37 | 42 | 39 |
| Selection and Variety of Products and Services Offered | 200 | 158 | 156 | 140 | 153 | 154 | 151 | 145 | 140 | 146 | 145 | 157 | 180 | 159 | 151 | 151 |
| Total Points | 1,000 | 770 | 765 | 751 | 753 | 752 | 750 | 749 | 748 | 749 | 750 | 750 | 767 | 770 | 765 | 765 |
| Total Score | 14 | 73 | 70 | 65 | 72 | 73 | 71 | 70 | 75 | 70 | 71 | 71 | 73 | 70 | 71 | 70 |
| Final Order | | | | | | | | | | | | | | | | |

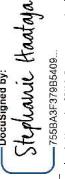
| Acre Industries, Inc. | | BME Fire Equipment Company | Brindle Mountain Fire Apparatus, LLC | CAMIONS CARL THIBAULT, INC. | CET Fire Pump MFG | Chemical Containers, Inc. | Custom Fire Apparatus, Inc. | Dependable Truck & Tank, Inc. | EJ Metals, LLC | E-Erie, Inc. | FireStopper USA MD | Fort Garry Fire Trucks, Ltd. | Front Brothers, Inc. | Hi-Tech Emergency Vehicle Service, Inc. | HME, Incorporated | HUB Fire Engines & Equipment, Ltd. |
|---|-------|----------------------------|--------------------------------------|-----------------------------|-------------------|---------------------------|-----------------------------|-------------------------------|----------------|--------------|--------------------|------------------------------|----------------------|---|-------------------|------------------------------------|
| Possible Points | | | | | | | | | | | | | | | | |
| Conformance to Terms/ Conditions to Include Documentation | 50 | 28 | 40 | 34 | 44 | 34 | 44 | 45 | 43 | 44 | 39 | 39 | 35 | 44 | 41 | 41 |
| Product Industry and Marketplace Success | 400 | 253 | 303 | 318 | 301 | 321 | 323 | 300 | 275 | 300 | 271 | 323 | 311 | 245 | 334 | 41 |
| Builder's Ability to Sell/ Service Contract Nationally | 75 | 41 | 61 | 63 | 54 | 49 | 64 | 65 | 57 | 54 | 62 | 62 | 61 | 47 | 53 | 55 |
| Builder's Marketing Plan | 100 | 60 | 72 | 85 | 67 | 80 | 90 | 73 | 72 | 70 | 86 | 87 | 79 | 66 | 68 | 74 |
| Value-Added Attributes | 50 | 33 | 41 | 45 | 35 | 43 | 44 | 41 | 36 | 33 | 45 | 44 | 40 | 34 | 43 | 38 |
| Warranty Coverage and Information | 50 | 39 | 43 | 43 | 37 | 44 | 43 | 42 | 44 | 42 | 44 | 44 | 44 | 42 | 33 | 42 |
| Selection and Variety of Products and Services Offered | 200 | 110 | 105 | 111 | 109 | 105 | 105 | 105 | 105 | 105 | 116 | 116 | 123 | 116 | 124 | 125 |
| Total Points | 1,000 | 730 | 754 | 759 | 751 | 750 | 750 | 750 | 750 | 750 | 750 | 750 | 750 | 750 | 750 | 750 |
| Total Score | 23 | 23 | 23 | 23 | 23 | 23 | 23 | 23 | 23 | 23 | 23 | 23 | 23 | 23 | 23 | 23 |
| Final Order | | | | | | | | | | | | | | | | |

DocuSigned by:

Kim Austin
893034325690401...

DocuSigned by:

Stephanie Hatala, CPIM, Procurement Lead Analyst
75893034325690401...

DocuSigned by:

Tom Sharbano, Procurement Analyst
7741573C5690401...

DocuSigned by:

Tom Sharbano
D123B98E7F8140E...



Proposal Opening Record

Date of opening: November 30, 2021

Sourcewell posted Request for Proposal #113021, for the procurement of Firefighting Apparatus and Fire Service Vehicles, on the Sourcewell Procurement Portal [portal.sourcewell-mn.gov] on Tuesday, October 12, 2021, and the solicitation remained in an open status within the portal until November 30, 2021, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on November 30, 2021, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #113021 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

Acres Industries, Inc. - Submitted 11/30/21 at 12:48:29 PM
Alexis Fire Equipment Company - Submitted 11/30/21 at 4:27:23 PM
BME Fire Trucks, LLC - Submitted 11/30/21 at 9:37:36 AM
Brindlee Mountain Fire Apparatus, LLC - Submitted 11/30/21 at 12:59:24 PM
CAMIIONS CARL THIBAULT, INC. - Submitted 11/21/21 at 3:03:05 PM
CET Fire Pumps MFG - Submitted 11/30/21 at 3:18:40 PM
Chemical Containers, Inc. - Submitted 11/22/21 at 8:59:01 AM
Custom Fire Apparatus, Inc. - Submitted 11/29/21 at 4:20:32 PM
Dependable Truck & Tank, Limited - Submitted 11/30/21 at 1:30:44 PM
EJ Metals, LLC - Submitted 11/30/21 at 12:29:54 PM
~~E-ONE, Inc.~~ - Submitted 11/30/21 at 4:23:32 PM *Due to clerical error, amended to read REV Group, Inc. on June 1, 2023*
FireStopper USA MD - Submitted 11/22/21 at 11:37:18 AM
Fort Garry Fire Trucks, Ltd. - Submitted 11/29/21 at 11:48:34 AM
Fouts Brothers, Inc. - Submitted 11/30/21 at 10:27:18 AM
Hi-Tech Emergency Vehicle Service, Inc. - Submitted 11/30/21 at 3:51:27 PM
HME, Incorporated - Submitted 11/29/21 at 2:42:09 PM
HUB Fire Engines & Equipment, Ltd. - Submitted 11/30/21 at 10:50:26 AM
Laszlo Corporation - Submitted 11/30/21 at 12:55:22 PM
Marion Body Works, Inc. - Submitted 11/23/21 at 9:03:20 AM
MAXIMETAL, INC. - Submitted 11/27/21 at 8:17:02 AM
Metalfab, LTD - Submitted 11/29/21 at 11:44:08 AM
P.L. Custom Body and Equipment Co., Inc. - Submitted 11/29/21 at 3:15:41 PM
Pierce Manufacturing - Submitted 11/30/21 at 4:18:31 PM
Rock River Industries, LLC - Submitted 11/29/21 at 11:40:39 AM
Rosenbauer South Dakota, LLC - Submitted 11/30/21 at 8:35:18 AM

Skeeter Brush Trucks, LLC - Submitted 11/30/21 at 12:29:14 PM
Spencer Manufacturing, Inc. - Submitted 11/30/21 at 2:53:05 PM
Super Vacuum Manufacturing CO., Inc. - Submitted 11/30/21 at 2:46:11 PM
The Sutphen Corporation - Submitted 11/30/21 at 12:43:06 PM
Toyne, Inc. - Submitted 11/29/21 at 1:19:30 PM
Ty Parker & Son, Inc. - Submitted 11/30/21 at 2:14:55 PM
US Fire Equipment, LLC - Submitted 11/30/21 at 9:12:36 AM
Ward Apparatus, LLC - Submitted 11/29/21 at 4:19:07 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on November 30, 2021, at 4:32:09 PM CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

DocuSigned by:



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James Voelker, CPCM, CFCM, Procurement Lead Analyst

DocuSigned by:



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Carol Jackson, Procurement Analyst



RFP #113021
REQUEST FOR PROPOSALS
for
Firefighting Apparatus and Fire Service Vehicles

Proposal Due Date: November 30, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Firefighting Apparatus and Fire Service Vehicles to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 30, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

| | |
|---------------------------------|---|
| Public Notice of RFP Published: | October 12, 2021 |
| Pre-proposal Conference: | November 2, 2021, 10:00 a.m., Central Time |
| Question Submission Deadline: | November 19, 2021, 4:30 p.m., Central Time |
| Proposal Due Date: | November 30, 2021, 4:30 p.m., Central Time Late responses will not be considered. |
| Opening: | November 30, 2021, 6:30 p.m., Central Time See RFP Section V.G. "Opening" |

I. ABOUT SOURCEWELL

A. SOURCEWELL

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 facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities¹;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be

¹ Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations: MASH (municipalities, academic institutions, schools and hospitals) and MUSH (municipalities, universities, schools and hospitals) sectors, and other governmental agencies eligible to use the Sourcewell contracts. MASH and MUSH sector refers to regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, including but not limited to represented associations, Saskatchewan Association of Rural Municipalities ("SARM"), Association of Manitoba Municipalities ("AMM"), Local Authorities Services/Association of Municipalities Ontario ("LAS/AMO", excluding the cities of Toronto and Ottawa), Nova Scotia Federation of Municipalities ("NSFM"), Federation of Prince Edward Island Municipalities ("FPEIM"), Municipalities Newfoundland Labrador ("MNL"), Union of New Brunswick Municipalities ("UNBM"), North West Territories Association of Communities ("NWTAC") and their members. RMA Participants may include all not-for-profit agencies for Canadian provinces and territories.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In the United States each state-level procurement department receives notice for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Firefighting Apparatus and Fire Service Vehicles, including:

- a. New, remount, or refurbished:
 - i. Firefighting apparatus and service vehicles, of all types, such as: pumper/engine, initial attack, mobile water supply, aerial, quint, special service, mobile foam, command and communications, and purpose-built firefighting or rescue trailers;
 - ii. Wildland fire apparatus, of all types, such as: fire suppression equipment, mobile water supply, and crew carriers; and,
 - iii. Aircraft rescue and firefighting vehicles.
- b. Purpose-built chassis and vehicle components for firefighting apparatus and fire service vehicles;
- c. Equipment, options, accessories, and supplies complementary or incidental to the purchase of a turnkey or complete unit of the types described in Sections 1. a. i. – iii. above.
- d. Services related to the offering of the solutions described in Sections 1. a. - c. above, including installation, customization, remount, refurbishment, inspection, repair, maintenance, training, and support.

2. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

- a. Health & Safety, Medical, Surgical, and First Aid Related Equipment, Supplies, Accessories, and Services (RFP #061417);
- b. Trailers with Related Equipment, Accessories, and Services (RFP #121918), with the limited exception of the purpose-built firefighting or rescue trailers identified in Section 1. a. i. above;
- c. Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment (RFP #032620);

- d. Firefighting Equipment and Rescue Tools with Related Supplies and Accessories (RFP #040220), with the limited exception of the equipment, options, accessories, and supplies identified in Section 1. c. above;
- e. Class 4-8 Chassis with Related Equipment, Accessories, and Services (RFP #060920), with the limited exception of the purpose-built chassis identified in Section 1. b. above;
- f. Public Safety Communications Technology and Hardware Solutions (RFP #042021);
- g. Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories (RFP #091521); and,
- h. Ambulance and Emergency Medical Service Vehicles (RFP #110921).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.

3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one-year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$200 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.

4. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Supplier Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to

this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Supplier Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to “All” or “Closed.” The solicitation status will automatically change to “Closed” after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities’ use.
 - A proposer’s sales and service network to assure availability of product supply and coverage to meet Participating Entities’ anticipated needs.
- Total evaluation scores.
- The attributes of proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

| | |
|---|-----|
| Conformance to RFP Requirements | 50 |
| Financial Viability and Marketplace Success | 75 |
| Ability to Sell and Deliver Service | 100 |
| Marketing Plan | 50 |
| Value Added Attributes | 75 |

| | |
|---|-------------|
| Warranty | 50 |
| Depth and Breadth of Offered Equipment, Products, or Services | 200 |
| Pricing | 400 |
| TOTAL POINTS | 1000 |

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's

state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;

- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



10/20/2021

Addendum No. 1

Solicitation Number: RFP 113021

Solicitation Name: Firefighting Apparatus and Fire Service Vehicles

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is the PDF in the zipped file on the bid details page supposed to be editable?

Answer 1:

No, the file is not designed for edits by a proposer. Refer to RFP Section IV. – Contract, for additional detail related to the Sourcewell template contract posted to the bid details page for this solicitation.

End of Addendum

Acknowledgement of this Addendum to RFP 113021 posted to the Sourcewell Procurement Portal on 10/20/2021 is required at the time of proposal submittal.



10/29/2021

Addendum No. 2

Solicitation Number: RFP 113021

Solicitation Name: Firefighting Apparatus and Fire Service Vehicles

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are we required to have a vehicle dealer license in the state of Minnesota in order to be an awarded supplier?

Answer 1:

It is left to the discretion of each proposer to determine the licensures and supporting documentation necessary to best demonstrate their ability to serve Sourcewell and Sourcewell participating entities and to satisfy all requirements included in the RFP, contract template, and the Sourcewell Procurement Portal questionnaire tables.

End of Addendum

Acknowledgement of this Addendum to RFP 113021 posted to the Sourcewell Procurement Portal on 10/29/2021, is required at the time of proposal submittal.



11/11/2021

Addendum No. 3

Solicitation Number: RFP 113021

Solicitation Name: Firefighting Apparatus and Fire Service Vehicles

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

In regard to the administrative fee, what percentage amount is assessed on each opportunity to be paid to Sourcewell? Or is it a one-time fee per acquisition?

Answer 1:

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

End of Addendum

Acknowledgement of this Addendum to RFP 113021 posted to the Sourcewell Procurement Portal on 11/11/2021, is required at the time of proposal submittal.



11/20/2021

Addendum No. 4

Solicitation Number: RFP 113021

Solicitation Name: Firefighting Apparatus and Fire Service Vehicles

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

The RFP states Sourcewell is seeking proposals for new, remount or refurbished. Is Sourcewell looking for us to acknowledge we offer remount or refurb or are we expected to provide pricing?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine how to best articulate its offering of equipment, products, and services, propose the pricing approach that aligns with its business methods, and satisfy all requirements of the RFP.

Question 2:

Line items #1 - 3 of the Portal questionnaire tables address legal entity and subsidiary or assumed names. Clarify whether the subsidiary names will be the brand visible to the participating entity for an awarded supplier.

Answer 2:

Determinations related to the identification of an awarded supplier's contract on the Sourcewell website, and in related communications to participating entities, will be made after the competitive process is complete in consultation with an awarded supplier.

Question 3:

Section 18 Insurance - Network Security and Privacy Liability Insurance – The entity under this response has had to provide cyber liability what is the significance to this requirement?

Answer 3:

Refer to RFP Section IV. – Contract for additional detail related to the Sourcewell template contract. An awarded vendor will be expected to carry the insurance coverages as stated in the contract upon execution. A request for modification to the Sourcewell contract template may only be submitted with a proposal. To request a modification to the template Contract terms, conditions, or specifications, a proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, which is found as the final Table of Step 1 in the proposal submission process within the Sourcewell Procurement Portal.

Question 4:

Section D Waiver of Subrogation- How does this apply to this RFP?

Answer 4:

Refer to Answer 3 above.

Question 5:

Is delivery required to be included in pricing or are we able to provide pricing and state that delivery is not included.

Answer 5:

Refer to Answer 1 above.

Question 6:

Section 2B of the template contract states that Supplier warrants all Equipment, Products and Services. Is it required or is it an option to include service? If service is not included in pricing is additional information necessary?

Answer 6:

Refer to Answer 1 above.

Question 7:

Template contract section 3. A. - Shipping and Shipping Cost – states that a Supplier must arrange for and pay for the return shipment on equipment and products that arrive in a defective or inoperable condition. Would this incorporate supplier or subcontractor?

Answer 7:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine how to best articulate its ability to serve Sourcewell participating entities.

Question 8:

Line Item 24 in questionnaire table 5 includes a request for size of transaction? What is this referring to is this a unit quantity?

Answer 8:

It is left to the discretion of each proposer to determine the information necessary to best demonstrate their marketplace success and satisfy all the requirements included in the questionnaire tables.

Question 9:

Is an Entity/Subsidiary allowed to list a product on Sourcewell product list that is sold and distributed by the Entity/Subsidiary, but is produced by a contract manufacturer?

Answer 9:

The Sourcewell RFP is an open and competitive solicitation process. A proposer is allowed to propose the entire line of equipment, products, and services falling within the requested equipment, products, or services of the subject solicitation. Proposals are evaluated based on the criteria stated in the RFP.

Question 10:

In Table 11, because of some supplier's difficulties to confirm pricing, can we list a product and confirm the price only after the awarding?

Answer 10:

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with its business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 11:

If a supplier is successful with this RFP, the contract would be between the supplier and Sourcewell. If the supplier as an independent dealer network, do the Participating Entities have the obligations to contract with the supplier or can they contract directly with the dealer which in turn the dealer contract with the supplier?

Answer 11:

Refer to RFP Section II. B. – Requested Equipment, Products, or Services – "... If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract."

Question 12:

Does the contract allow a line-item surcharge vs as part of the quote vs having it included in publish base pricing? Surcharges can fluctuate so looking to understand if there will be flexibility with the new contract.

Answer 12:

Refer to Answer 10 above.

Question 13:

Can a vendor be awarded contracts from different Sourcewell RFPs?

Answer 13:

Each Sourcewell opportunity represents a separate and distinct open and competitive solicitation. The outcome of an earlier solicitation, including a contract award, has no bearing on the evaluation of a proposer's subsequent proposal.

Question 14:

In regards to table 2, item 11: If financial statements are provided to Sourcewell for the proposal do those statements in turn become public knowledge?

Answer 14:

Refer to RFP Section VI. E. – Disposition of Proposals related to the treatment of materials submitted in response to the RFP.

Question 15:

Pricing is very volatile currently with component shortages. Pricing for each model and options offered within our current quoting system could significantly fluctuate by the time this proposal is reviewed. Would offering a percentage off our current quoting MSRP be acceptable with a few examples at the time of this bid?

Answer 15:

Refer to Answer 10 above.

End of Addendum

Acknowledgement of this Addendum to RFP 113021 posted to the Sourcewell Procurement Portal on 11/20/2021, is required at the time of proposal submittal.

EXHIBIT B
INSURANCE REQUIREMENTS

NOT APPLICABLE – PURCHASE OF GOODS

EXHIBIT C

PRODUCT PROPOSAL FOR:

City of Stockton Fire Department

400 E. Main Street
Stockton, CA 95202

Sales Consultant

Ryan Wright
ryan@goldenstatefire.com
Mobile: (209) 613-3809

| SUBMITTED DATE | EXPIRATION DATE | GSFA PROPOSAL # | MANUFACTURER BID # | MANUFACTURER | CONSORTIUM |
|----------------|-----------------|-----------------|--------------------|----------------------------|--|
| 01/16/2025 | 03/14/2025 | 90116-25A2 | 921 | Pierce Manufacturing, Inc. | Sourcewell #113021-OKC, ID #259, Member #26357 |

Golden State Fire Apparatus, Inc. ("GSFA") is pleased to provide this proposal for the fire apparatus(es) and equipment identified below (the "Product") to CITY OF STOCKTON ("Customer") for consideration. This proposal (this "Product Proposal") includes the following exhibits attached hereto: the Standard Terms and Conditions attached as Exhibit A (the "Terms and Conditions"); the Product Specifications attached as Exhibit B (the "Specifications"); the Product Warranties attached as Exhibit C; and the Dealer Supplied Products and/or Services attached as Exhibit D (the "Dealer Supplied Products/Services List") (all of the foregoing, collectively, the "Agreement"). Through its signature below or other Acceptance (as defined on page 2), Customer acknowledges having received and read, and agrees to be bound by, the Agreement. The Agreement shall be effective as of the latest date appearing in the signature blocks below (the "Executed Date").

| ITEM | PRODUCT DESCRIPTION | EXTENDED PRICE |
|----------|--|----------------------------|
| A | Two (2) Pierce Manufacturing, Inc. Enforcer 1500 GPM Type 1 Fire Engines | 2,014,800.00 |
| B | <i>Discount for 100% Payment at Time of Order (the "Prepayment Discount")</i> | <i>(225,200.00)</i> |
| C | SUBTOTAL | 1,789,600.00 |
| D | 9.00% State Sales Tax | 161,064.00 |
| E | California Tire Fee | 21.00 |
| F | 100% Performance Bond | 2,390.00 |
| G | GRAND TOTAL PURCHASE PRICE | 1,953,075.00 |

PAYMENT TERMS – Customer shall pay the total purchase price set forth directly above (the "Grand Total Purchase Price") to GSFA within thirty (30) calendar days of the Executed Date. If payment of the Grand Total Purchase Price is late, a late fee as specified in section 6 of the Terms and Conditions may be applied, and the Prepayment Discount may be adjusted, and the Grand Total Purchase Price increased in accordance with section 2.c of the Terms and Conditions. Customer shall pay any balance due as a result of Change Orders as described in the Terms and Conditions.

MANUFACTURER – Customer acknowledges that GSFA is not an agent of the Product manufacturer identified above ("Manufacturer") and is not capable of binding Manufacturer. Within five (5) business days of the Executed Date, GSFA shall submit an order form to the Manufacturer for the Product. GSFA's further performance under the Agreement is contingent upon Manufacturer's acceptance of such order form at the price and on the terms GSFA believed to be available when submitting this Product Proposal to Customer. If Manufacturer rejects such order as submitted or fails to respond to GSFA within a reasonable

amount of time, GSFA shall notify Customer in writing, and unless GSFA and Customer otherwise agree in writing, the Agreement shall then terminate and have no further force or effect.

PRODUCT COMPLETION – The Product shall be ready for final inspection by Customer at the manufacturing facility within approximately **32.5 to 35.5 MONTHS** after the Executed Date. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal and is subject to the Terms and Conditions.

PREDELIVERY SERVICE – If applicable, after transportation from the manufacturing facility and prior to final delivery or pick up, the Product shall receive those additional Products and/or services identified on the Dealer Supplied Products/Services List. It is estimated that such a service will add approximately **1 to 2 MONTH(S)** to the above Product completion estimate. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal and is subject to the Terms and Conditions.

PROPOSAL EXPIRATION – This Product Proposal supersedes any previous proposal(s) presented to Customer by GSFA and its employees and may be accepted by Customer on or before the Expiration Date identified above. Unless accepted by the Expiration Date, GSFA reserves the right to withdraw this Product Proposal or to alter its terms (including by providing updated Product pricing) prior to an order being accepted.

PURCHASE ORDER – Any PO shall be made out to: *Golden State Fire Apparatus, Inc. – 7400 Reese Road – Sacramento, CA 95828.*

ACCEPTANCE – ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN GSFA AND CUSTOMER. “ACCEPTANCE” MEANS THAT THE CUSTOMER DELIVERS TO GSFA: (A) A SIGNED COPY OF THIS PRODUCT PROPOSAL, OR (B) A SIGNED COPY OF A PURCHASE ORDER INCORPORATING THE AGREEMENT IN ITS ENTIRETY. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER’S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED AND OF NO EFFECT UNLESS APPROVED IN WRITING SIGNED BY GSFA.

COUNTERPARTS - This Product Proposal may be executed in multiple counterparts, each of which shall be deemed an original (including copies sent to a party by electronic transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument. A signed copy of this Product Proposal delivered by facsimile, email or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Product Proposal. If this Product Proposal is returned to GSFA with the signature of Customer’s authorized representative but without an attestation or co-signers signature, then absent Customer’s written notice to the contrary, GSFA shall be entitled to rely on such single signature as sufficient evidence of the signatory’s authority to execute the Agreement and bind Customer thereby.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and GSFA have each caused this Product Proposal dated 01/16/2025, GSFA Proposal Number 90116-25A2 to be executed by their duly authorized representatives effective as of the Executed Date.

ACCEPTED AND AGREED TO BY CUSTOMER

ACCEPTED AND AGREED TO BY GSFA

Signature of Authorized Customer Representative

Signature of Authorized GSFA Representative

Print Name

Print Name

Title

Title

Date

Date

PRODUCT PROPOSAL FOR:

City of Stockton Fire Department

400 E. Main Street
Stockton, CA 95202

Sales Consultant

Ryan Wright
ryan@goldenstatefire.com
Mobile: (209) 613-3809

| SUBMITTED DATE | EXPIRATION DATE | GSFA PROPOSAL # | MANUFACTURER BID # | MANUFACTURER | CONSORTIUM |
|----------------|-----------------|-----------------|--------------------|----------------------------|--|
| 01/16/2025 | 03/14/2025 | 90116-25AT2 | 924 | Pierce Manufacturing, Inc. | Sourcewell #113021-OKC, ID #234, Member #26357 |

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| ITEM | PRODUCT DESCRIPTION | EXTENDED PRICE |
|----------|--|----------------------------|
| A | Two (2) Pierce Manufacturing, Inc. 107' Enforcer Tractor Drawn Aerial | 4,247,000.00 |
| B | <i>Discount for 100% Payment at Time of Order (the "Prepayment Discount")</i> | <i>(647,000.00)</i> |
| C | SUBTOTAL | 3,600,000.00 |
| D | 9.00% State Sales Tax | 324,000.00 |
| E | California Tire Fee | 28.00 |
| F | 100% Performance Bond | 4,914.00 |
| G | GRAND TOTAL PURCHASE PRICE | 3,928,942.00 |

PAYMENT TERMS – Customer shall pay the total purchase price set forth directly above (the "Grand Total Purchase Price") to GSFA within thirty (30) calendar days of the Executed Date. If payment of the Grand Total Purchase Price is late, a late fee as specified in section 6 of the Terms and Conditions may be applied, and the Prepayment Discount may be adjusted, and the Grand Total Purchase Price increased in accordance with section 2.c of the Terms and Conditions. Customer shall pay any balance due as a result of Change Orders as described in the Terms and Conditions.

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amount of time, GSFA shall notify Customer in writing, and unless GSFA and Customer otherwise agree in writing, the Agreement shall then terminate and have no further force or effect.

PRODUCT COMPLETION – The Product shall be ready for final inspection by Customer at the manufacturing facility within approximately **45.5 to 48.5 MONTHS** after the Executed Date. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal and is subject to the Terms and Conditions.

PREDELIVERY SERVICE – If applicable, after transportation from the manufacturing facility and prior to final delivery or pick up, the Product shall receive those additional Products and/or services identified on the Dealer Supplied Products/Services List. It is estimated that such a service will add approximately **1 to 2 MONTH(S)** to the above Product completion estimate. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal and is subject to the Terms and Conditions.

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ACCEPTED AND AGREED TO BY CUSTOMER

Signature of Authorized Customer Representative

Print Name

Title

Date

ACCEPTED AND AGREED TO BY GSFA

Signature of Authorized GSFA Representative

Print Name

Title

Date