

**Cooperative Purchase Request****Instructions for Use:**

Step 1 – Complete parts 1, 2, 3, and 4.

Step 2 – Collect attachments enumerated in part 4.

Step 3 – Email completed form and relevant attachments to prg@nashville.gov.*Note – do **not** sign. Pending review, the division of purchases will collect signatures via DocuSign.*

Rec. June 30, 2023

Part 1 - Requesting Department Information			
Contact Person	Andrew Tinsley	Department	General Services
Email	Andrew.Tinsley@nashville.gov	Phone	615-862-6787
Date Submitted	06/22/23		

Part 2 - Cooperative Information			
Cooperative Entity	Sourcewell	Originating Agency	State of Minnesota
Vendor	Rosenbauer America	Contract Number	113021-RSD
Contract Start	2/10/2022	Contract Expiration	2/10/2026
Solicitation Method	RFP		
Description of good/services procured	Firefighting Apparatus		

Part 3 - Utilizing Departments		
Yes	No	
☒	☐	Will any Metro departments/agencies, other than the requesting department/agency, be utilizing this cooperative? If yes, please indicate which departments/agencies below:
		Fire

Part 4 - Attachments & Attestations		
Yes	No	
☒	☐	Have you attached the original contract from the originating agency?
☒	☐	Does the contract contain a cooperative purchase provision allowing use by other governmental agencies?
☒	☐	Do you accept the terms and conditions of the contract without exception?
Yes	No	
☒	☐	Have you attached the formal solicitation (RFP/ITB) from the originating agency?
☒	☐	Was the solicitation advertised, open, and unrestricted?
Yes	No	
☒	☐	This purchase, including but not limited to cost terms detailed in the contract, is in the best interest of the Metropolitan Government of Nashville & Davidson County.
Below, briefly describe why utilizing this cooperative contract—as opposed to issuing an RFP/ITB—is more advantageous to Metro. Be thorough; this is utilized to develop legislation. Failure to complete may result in your request being returned.		
It is in Metro's best interest to have multiple avenues of procuring first response vehicles and equipment. With the current volatility in the manufacturing industry the ability to use this contract will increase availability and competitive pricing of Firefighting Apparatus to Metro.		

Part 5 – Signatures – To be completed by the division of purchases.		
Signature	Date Signed	Entity
	6/30/2023 8:30 AM CDT	← Department Contact/Requestor
Velvet Hunter	7/1/2023 4:47 PM CDT	← Department Head
Michelle A. Hernandez Lane	7/3/2023 12:21 PM CDT	← Purchasing Agent



Rosenbauer America 113021-RSD

Pricing for contract # 113021-RSD is provided at 15% off MSRP to Sourcewell participating agencies.

**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"

NEW ezIQc CONTRACTS

Company Name	Contract Number	State - Region - Type of Work

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

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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

CONSENT AGENDA ITEMS
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

APPENDIX A Continued

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-MSD	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
ezIQ RENEWALS		
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.	Kyrish 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 THIBAUT, 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.)	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 THIBAUT, 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, pumpers, 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 pumpers, rescues, tankers, aerials, hazmat, command vehicles, ARFF units, Spartan Chassis, and wildland fire service vehicles. Their sales 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, pumpers, 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, pumpers, tankers, rescue vehicles, wildland, ARFF, and a fully electric fire truck. Rosenbauer also manufactures 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 pumpers, 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
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

Page 5 of 5

DocuSigned by:



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Kim Austin, MBA, CPPB, Procurement Lead Analyst

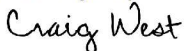
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Stephanie Haataja, CPIM, Procurement Analyst

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Craig West, Procurement Analyst

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Tom Sharbonno, Procurement Analyst

STATEMENT OF COMPLIANCE

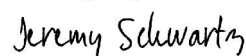
As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #113021 for Firefighting Apparatus and Fire Service Vehicles**.

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.

DocuSigned by:



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Jeremy Schwartz, CSSBB, CPPO
Chief Procurement Officer



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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 [\[https://portal.sourcewell-mn.gov\]](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.

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:

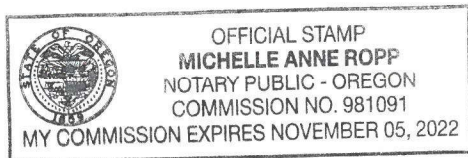
10/13/2021

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://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.

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://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.

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:

**SOURCEWELL
103734**

<u>AdNumber</u>	<u>Publication</u>	<u>Page</u>	<u>Date</u>
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



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PREVIEW FOR AD NUMBER IPL00443760

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://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.
W00000000
Publication Dates

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ACCOUNT INFORMATION

SOURCEWELL IP
PO BOX 219
STAPLES, MN 56479
218-894-1930
carol.jackson@sourcewell-mn.gov
SOURCEWELL

TRANSACTION REPORT

Date
October 7, 2021 10:26:08 AM EDT
Amount:
132.13

SCHEDULE FOR AD NUMBER IPL00443760

October 12, 2021
The State (Columbia)

NFL WEEK 5 WINNERS AND LOSERS

Chargers bolting up, Jaguars spiraling

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* do 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; every 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 Texans, 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 micromanage 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 (1-4). 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 to 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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NOTICES

PUBLIC NOTICE

Notice to Bidders

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- AI Contract Review Software and Contract Organization Services #22-21
- Control Room Console Solutions #24-21
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- Playground Equipment, Outdoor Fitness Equipment, Site Furnishings, Surfacing and Related Products/Services #35-21
- Public Sector Operations, and Financial Management Software and Consulting Services #30-21
- Vehicle Wash Systems and Related Services #33-21

Due Thursday, November 18, 2021 at 2:00 pm CST

Responses may be received electronically no later than the submitted deadline via our online Solicitation portal at nccpa.bidsite.com

To request a copy of specifications, please visit NCPA's website <https://nccpa.org>

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PUBLIC NOTICE

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Alberta Purchasing
Connection



Opportunity Notice
Firefighting Apparatus and Fire Service Vehicles

Category: Goods
This opportunity is now closed.

View Bid Package

View Interested Vendors (Bidders)

Opportunity Information

Organization:

Canoe Procurement Group of Canada (RMA)

Organization Address:

AB-2021-05980

Solicitation Number:

AB-2021-05980

Solicitation Type:

Request for Proposal

Posting (M/d/yyyy):

10/12/2021

Closing (M/d/yyyy):

03:00:00 PM Alberta Time

Last Update (M/d/yyyy):

11/30/2021 03:30:00 PM Alberta Time

Agreement Type:

10/12/2021 02:45:11 PM Alberta Time

Region of Opportunity:

NWPTATILMA & CFTA & CETA & TCA

Opportunity Type:

Open

Commodity Codes:

Open & Competitive

N4210PF: Truck, Fire, Crash, Rapid Intervention Vehicle, Medium Size (RV)(B)

5169H: Fire Suppression/Extinguishing Systems - Dry Chemical

N4210Y: Firefighting Equipment, Armoured Fighting Vehicle, S.M.P.

N4210PD: Truck, Firefighting

N4210PC: Truck, Fire, Crash

N4210PE: Truck, Fire, Crash, Rapid Intervention Vehicle, Commercial (RV)(C)

N4210P: Firefighting Equipment - Complete Fire Trucks and Trailers Only

N4210B: Ground Fire Fighting Equipment

N4210X: Firefighting Equipment (Marine)

N4210PB: Trailer, Fire Pumper

N4210PA: Tracked Vehicle, Firefighting

N4210K: Pumping Equipment, Portable (Firefighting, Ground)

N4210G: Extinguisher, Fire (Aircraft Type)

N4210W: 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	Download
RFP_113021_Fire_Apparatus_Contract_Template Monday October 11, 2021 07:43 AM		18	Download
RFP_113021_Fire_Apparatus_Pre-Proposal_Login_Instructions Friday October 29, 2021 08:48 AM		1	Download
RFP_113021_Fire_Apparatus_Pre-Proposal_Login_Instructions_Updated_111221 Friday November 12, 2021 02:49 PM		--	Download



Sourcewell
Formerly NJPA

Bid RFP #113021 - Firefighting Apparatus and Fire Service Vehicles

[Switch to Vendor View]

Bid Type

RFP

Bid Number

113021

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

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

Access Reports

View reports on who has been notified of the bid or accessed it.
[Notification report] [Access report]

Questions

0 Questions
0 Unanswered
[View/Ask Questions]

Edit Bid

[Create Addendum]

Description

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Firefighting Apparatus and Fire Service Vehides 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.

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://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.

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](#)



Publish

☐ Bid Announcements

☐ Doc. Taker's List

Bidding

Type 1 Bid Notice Only

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
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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



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

Possible Points		Acres Industries, Inc.	Alexis Fire Equipment Company	BME Fire Trucks, LLC	Brindlee Mountain Fire Apparatus, LLC	CAMIONS CARL THIBAUT, INC.	CET Fire Pumps MFG	Chemical Containers, Inc.	Custom Fire Apparatus, Inc.	Dependable Truck & Tank, Limited	EJ Metals, LLC	E-ONE, Inc.	FireStopper USA MD	Fort Garry Fire Trucks, Ltd.	Fouts Brothers, Inc.	Hi-Tech Emergency Vehicle Service, Inc.	HME, Incorporated	HUB Fire Engine Equipment, Ltd
Conformance to Terms/ Conditions to Include Documentation	50	38	41	36	41	38	40	33	43	35	40	43	28	42	37	39	43	
Pricing	400	333	299	298	278	311	315	305	320	265	325	319	263	271	310	306	319	
Financial, Industry and Marketplace Successes	75	52	57	52	59	55	56	55	60	51	55	65	27	61	59	61	60	
Bidder's Ability to Sell/ Service Contract Nationally	100	64	77	71	80	71	75	67	75	67	72	88	34	79	71	72	77	
Bidder's Marketing Plan	50	35	42	34	39	37	42	34	44	38	35	39	34	43	38	38	40	
Value Added Attributes	75	56	50	42	51	56	56	44	60	44	57	60	51	65	57	58	58	
Warranty Coverages and Information	50	43	43	40	41	43	40	36	38	40	39	44	37	45	42	42	42	
Selection and Variety of Products and Services Offered	200	158	156	140	163	164	151	145	169	146	157	180	116	169	156	151	165	
Total Points	1,000	779	765	713	752	775	775	719	809	686	780	838	590	775	770	767	804	
Rank Order		14	20	26	22	16	16	25	7	30	13	4	33	16	18	15	8	

Possible Points		Laslo Corporation	Marion Body Works, Inc.	MAXIMETAL, INC.	Metafab, LTD	P.L. Custom Body and Equipment Co., Inc.	Pierce Manufacturing	Rock River Industries, 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
Conformance to Terms/ Conditions to Include Documentation	50	28	40	44	34	44	45	43	44	39	39	44	44	41	33	31	41
Pricing	400	253	303	318	301	334	321	324	300	275	271	271	323	311	245	334	270
Financial, Industry and Marketplace Successes	75	41	61	63	49	64	65	59	64	57	54	62	62	61	47	53	55
Bidder's Ability to Sell/ Service Contract Nationally	100	60	72	85	67	80	90	73	87	72	70	86	87	79	66	68	74
Bidder's Marketing Plan	50	33	41	45	35	43	44	41	44	36	33	45	44	40	34	34	38
Value Added Attributes	75	52	59	64	45	63	65	58	58	43	49	60	63	52	43	49	53
Warranty Coverages and Information	50	39	43	43	37	44	43	42	44	42	41	44	44	42	33	39	42
Selection and Variety of Products and Services Offered	200	110	165	169	141	168	179	162	179	148	170	173	176	166	120	154	158
Total Points	1,000	616	784	831	709	840	852	802	820	712	727	785	843	792	621	762	731
Rank Order		32	13	4	28	3	1	9	6	27	34	11	3	18	31	21	23

DocuSigned by:
Kim Austin
6830543C56384D1...
Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:
Stephanie Hastaja
755BA3F379B540B...
Stephanie Hastaja, CPIM, Procurement Analyst

DocuSigned by:
Craig West
7F41572C858B4BA...
Craig West, Procurement Analyst

DocuSigned by:
Tom Sharbonno
D12CB58FE9140E...
Tom Sharbonno, Procurement Analyst



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
CAMIONS CARL THIBAUT, 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
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 Sourcwell Procurement Portal, on November 30, 2021, at 4:32:09 PM CT. All responsive proposals were then submitted for review by the Sourcwell Evaluation Committee.

DocuSigned by:

James Voelker

15F6CCFFA61E4A0...

James Voelker, CPCM, CFCM, Procurement Lead Analyst

DocuSigned by:

Carol Jackson

6EE63AEDED5F46E...

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.

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Rosenbauer America LLC, 100 Third St., Lyons, SD 57041 (Supplier).

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

Sourcwell 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 Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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 Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product 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 Sourcwell and Participating Entities, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcwell-assigned contract number in the memo; and must be

mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in

advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

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

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling 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 AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

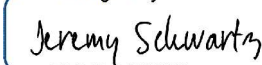
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

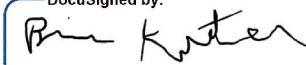
22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell 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.

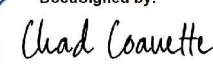
Sourcwell

Rosenbauer America LLC

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 2/7/2022 | 9:21 PM CST

DocuSigned by:

E81F80B2D7494FA...
By: _____
Brian Kueter
Title: CFO
Date: 2/11/2022 | 11:16 AM CST

Approved:

DocuSigned by:

7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 2/11/2022 | 12:54 PM CST

RFP 113021 - Firefighting Apparatus and Fire Service Vehicles

Vendor Details

Company Name: Rosenbauer South Dakota LLC

Does your company conduct business under any other name? If yes, please state: Rosenbauer America, Rosenbauer Minnesota

Address: 100 Third St
Lyons, SD 57041

Contact: Mike Harstad

Email: mharstad@rosenbaueramerica.com

Phone: 605-543-5591 9720

HST#:

Submission Details

Created On: Thursday October 14, 2021 07:30:51

Submitted On: Tuesday November 30, 2021 08:35:18

Submitted By: Mike Harstad

Email: mharstad@rosenbaueramerica.com

Transaction #: a318a85d-bac7-498c-b040-cc38d5818eb9

Submitter's IP Address: 66.231.27.100

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")	Rosenbauer America LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Rosenbauer South Dakota LLC, Rosenbauer Minnesota LLC, Rosenbauer Motors, Rosenbauer Aerials	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Rosenbauer South Dakota, Rosenbauer Minnesota	*
4	Proposer Physical Address:	100 Third St. Lyons, SD 57041	*
5	Proposer website address (or addresses):	www.rosenbaueramerica.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):	Brian Kueter CFO 100 Third St, Lyons, SD 57041 bkueter@rosenbaueramerica.com 605-543-5591	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mike Harstad Consortium Purchasing Manager 100 Third St. Lyons, SD 57041 mharstad@rosenbaueramerica.com 605-543-9720	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tague Johnson ARFF Sales Manager 5240 257th St Wyoming, MN 55092 tjohnson@rosenbaueramerica.com 651-462-8037	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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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.	With more than 150 years of manufacturing experience, Rosenbauer is a global leader in firefighting technology and resources. We are the world's largest manufacturer of fire equipment with eleven manufacturing locations worldwide. A family-owned business that was founded in 1866, Rosenbauer has built global partnerships that have helped us build the most innovative and safest firetrucks on the market. At Rosenbauer, we develop the latest technology and build the toughest vehicles. That's because when lives are at stake, anything less can be catastrophic. Our vehicles, production teams and service personnel are ready to do whatever it takes to ensure your community's safety and satisfaction. Every detail counts. Every time. Every apparatus at Rosenbauer is manufactured by skilled craftsmen who genuinely care about the final product. Every option, from body style to the way the unit is finished, is tailored to individual needs. Rosenbauer's sales and engineering departments work as a team. The company's estimating, engineering, sales staff, floor managers and supervisors have a depth of experience and can draw on worldwide resources to ensure the best customer experience and a rock-solid product. The Strength of Rosenbauer The quality of our firefighting vehicles is reason enough to choose Rosenbauer for your firefighting needs. But there are even more advantages to doing business with us. • World's largest producer of firefighting vehicles and solutions • Over 140 years of continued manufacturing experience • Over 2,000 employees worldwide, including 850 in North America • Over 2,000 vehicles produced worldwide annually including 700 in North America • Sold and serviced by 40 independent dealerships with over 250 sales and service professionals! FAMILY-OWNED, FAMILY CULTURE • Rosenbauer America is a 50-50 partnership between North American and European families • Family members still control the majority of Rosenbauer stock • Decisions about investments in product, facilities and research are based on long-term goals – not short-term profits • Rosenbauer is still managed by family members • You can still speak with a family member WORLDWIDE RESOURCES AND INNOVATIONS • 11 production facilities on four continents • Ability to share cutting-edge global technology with all firefighters • Open space cabs • Roll-up doors • Rear-mount pumps • Equipment storage systems INNOVATION AND CUSTOMIZATION • Ability to manufacture to your needs • Latest 3D engineering programs • Widest range of products available • Innovation • Smart aerial controls • High pressure foam • Green Star Idle Reduction Technology • EZ Load hose bed • Safe Scene control panel • Self-leveling aerial turntable • Simultaneous normal and high pressure pumping systems Robotic Welding FINANCIAL STABILITY • Over 150 years of financial stability • Rated by Dunn and Bradstreet • Excellent financial ratios show longevity • Long-term parts and service • No concern of losing your investment
10	What are your company's expectations in the event of an award?	Rosenbauer expects to continue leading the way in consortium purchasing once we are awarded a new contract. We have been diligent in the last 8 years training and educating our extensive dealer network on the advantages of utilizing Sourcewell in all of their customer dealings. We expect that our usage of the Sourcewell contract will continue to grow.

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.	We have uploaded D&B reports for all of our companies in the uploads section.	*
12	What is your US market share for the solutions that you are proposing?	Our current market share in the US market is 13%	*
13	What is your Canadian market share for the solutions that you are proposing?	Our current market share in the Canadian market is 17%	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We are a manufacturer. Our sales staff are based in individual dealers throughout North America. Each individual dealer is the employer of their specific staff. Our dealer network consists of 32 partners that cover every corner of North America. 29 dealers work US territories while an additional 3 dealers cover Canada. Each dealer has exclusive territory within the Rosenbauer family to ensure no overlap. Each dealer has sales staff as well as service staff. Each Rosenbauer dealer is a fully authorized service center to handle not only warranty repair but ongoing maintenance on every product we offer. Once a sale is made our individual dealer sales personnel work between the customer and the manufacturing facility to ensure a detailed set of buildable specifications are developed and agreed upon. Once the vehicle is completed the dealer sales rep travels to the manufacturing facility with the customer to complete a final inspection and arrange for delivery. Once the truck is delivered the dealer is the prime contact for all warranty and service issues.	*
16	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.	Rosenbauer holds dealer and / or manufacture licenses in all US states and Canada where legally required and Rosenbauer is a licensed by the Free Trade Zone. Rosenbauer has the ability to sell in all 50 US states as well as every Canadian providence. All Rosenbauer manufacturing facilities are ISO 9001 Certified. We build all fire apparatus to the NFPA 1901 standard.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Rosenbauer is a FAMA member company, Rosenbauer past president held the position of president and vice president. Rosenbauer continues by having the Rosenbauer team to hold positions as co-chairs of committees and other personnel taking part in committees. Rosenbauer has received awards from FAMA for the over achievers award to the past president and the good egg for our marketing team. The Better Business has given Rosenbauer accreditation for our ISO9000 and ISO9001. Rosenbaur has been recognized as a Free Trade Zone: registered non-resident importer in Canada; the Secretary of Commerce awarded Rosenbauer America with the Presidents E-Certificate for Exports.	*
19	What percentage of your sales are to the governmental sector in the past three years	99%	*
20	What percentage of your sales are to the education sector in the past three years	1%	*
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?	HGAC Average sales volume per year is \$44,000,000 NASPO Valuepoint Average sales volume per year is \$11,000,000 Florida Sheriff's Association Average sales volume per year is \$4,000,000	*
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?	Rosenbauer America has a current contract with GSA. Our average annual sales volume is \$22,000,000	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Sioux Falls Fire & Rescue	Mark Bukovich	605-367-8092	*
Canby Fire District #62	Matt English	503-266-5851	*
Hillsdale-Copake Fire District	Robert Briggs	518-325-4721	*

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 *	
US Air Force	Government	District of Columbia - DC	We currently build pumpers, tankers, rescues, aerals and ARFF vehicles for the US Air Force that are delivered all over the world.	The size of the transaction varies by contract. Over the last 3 years we have received a total of 29 contracts for 122 trucks	\$42,156,976	*
US Army	Government	District of Columbia - DC	We have built pumpers, tankers, aerals, rescues and ARFF units for the US Army that are delivered all over the world.	The size of the transaction varies by contract. Over the last 3 years we have received a total of 12 contracts fo28 trucks	\$11,667,424	*
US Army Reserve	Government	District of Columbia - DC	We have built pumpers, mini pumpers and rescues for the US Army Reserves that have been delivered to several locations across the United States	The size of the transaction varies by contract. Over the last 3 years we have received a total of 10 contracts for 34 trucks	\$7,833,538	*
Department of the Interior	Government	District of Columbia - DC	We have built pumpers and tankers for several Department of the Interior instillations across the United States.	The size of the transaction varies by contract. Over the last 3 years we have received a total of 6 contracts for 9 trucks	\$5,285,412	*
Veterans Administration	Government	Virginia - VA	We have designed and delivered pumpers to several VA facilities across the United States	The size of the transaction varies by contract. Over the last 3 years we have received a total of 6 contracts for 6 trucks	\$3,489,447	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
25	Sales force.	Rosenbauer America's sales is made up of our worldwide, third-party dealership network augmented by Rosenbauer direct employees. The Rosenbauer dealer network is 32 independent dealers with Rosenbauer exclusive territory that cover all the United States and Canada. The dealer network is supported by a Rosenbauer America affiliated sales manager, a group of regional sales managers in California, South Dakota, and Ohio; a group of aerial specialists in Pennsylvania, Nebraska, Georgia, New Jersey, and Minnesota; and in-house sales support staff in South Dakota and Minnesota. ARFF vehicles are sold by our Rosenbauer America sales force in Pennsylvania, Texas, and Minnesota, with support of the factory due to the complexity of the apparatus. Government sales, Army, Navy, Airforce, etc. is also sold by a Rosenbauer America sales force in Virginia and Rhode Island with support from the factory.	*
26	Dealer network or other distribution methods.	Rosenbauer America has an extensive dealer network that consists of 32 dealers throughout the United States and Canada. These individual dealer companies employ a total of 196 salespeople. This group is supported by Rosenbauer staff that includes a VP of Sales and Marketing, three regional sales managers, and four aerial specialists that travel to assist our dealers in sales. In-house this group is supported by an internal sales group including pre-bid engineering, sales coordinators, chassis specialists, marketing team, scrub team, and other internal sales assistants.	*

27	Service force.	At Rosenbauer service is provided either locally by one of our 32 dealers or from the factory directly at one of our four manufacturing facilities. To assist our dealers in repairs, we have mobile service trucks located in Florida, South Dakota, Minnesota, and Nebraska that will travel to any location in the continental United States and Canada. For Alaska and Hawaii, we fly personnel by air when necessary. We also provide our customers with a 24-hour 800-number that will contact our service personnel for chassis, body, and aerial problems. We provide an in-house service system (called SRS) that will allow a portion of the larger fire departments and all our dealers to submit warranty and service items online, 24-hours a day. The SRS has an accountability system incorporated within it which is continually monitored by upper management to make sure the service repairs or warranty issues are completed in a timely manner. Rosenbauer has a total of 30 service personnel internally. These 30 include a Rosenbauer America service manager and three regional service managers that oversee their region. Our dealer network employs a total of 167 service personnel. We offer training seminars several times each year that focus on individual areas. Some of those classes include pumps, chassis and body electrical, aerial maintenance and ARFF service. We make these classes open and free to all of our dealer network service technicians as well as any customer that has service or maintenance personnel. At all these seminars we offer EVT testing for convenience to the mechanics.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Rosenbauer's dealers will work with a customer to develop custom specifications for their apparatus. The dealer will build the specification in our quote building software and send it in to the appropriate factory for engineering and feasibility review. In that process Rosenbauer will create a two-dimensional line drawing of the proposed vehicle as well as assign it an appropriate price. When the dealer submits this proposal for review and pricing, they also alert us if the end user will be using a buying program such as Sourcewell. Rosenbauer can ensure that the pricing is appropriate. The dealer will then take the proposal with drawing and price back to the customer for final approval. The customer will write a purchase order to one of the Rosenbauer America factories (Rosenbauer South Dakota LLC or Rosenbauer Minnesota LLC). The dealer will then submit the original purchase order and cost analyst sheet to the appropriate factory. Once submitted it is reviewed for accuracy and completeness and a thank you letter is sent. If the dealer is able (see list below) to receive a purchase order, they send the order documents to the factory. Those documents include: the buying program that they are using, a copy of the purchase order they received and a purchase order from the dealer to Rosenbauer America for the product. Regardless whom accepts the purchase order (Rosenbauer or it's dealer) Rosenbauer absorbs the administrative fee for Sourcewell and this fee is not added to the price of the truck for the customer or dealer to pay. Within 30 days the dealer will submit a Rosenbauer order form and an approved chassis specification. Within 60 days the dealer will submit final production specifications that will be approved for production by a Rosenbauer factory staff member. The dealer that will receive purchase order are the dealers in the states of Texas, New York, California, Hawaii and all of the provinces of Canada. Dealer reference to location: California and Hawaii Burtons Fire Inc – 101 Doker Dr, Modesto, CA & JT&T – 311 Pacific St, Honolulu, HI New York Empire Emergency 3995 Lockport Rd, Niagara Falls, NY Garrison Fire & Rescue Corp 3334 Route 23A, Palenville, NY Texas DACO Fire Equipment Inc 6000 Huddleston St, Haltom City, TX Canada Rocky Mountain Phoenix 6415 Golden West Ave, Red Deer, AB Res-Q-Tech 189 Bysham Park Dr, Woodstock, ON Areo-Fue 5205 J-A Bombardier St, Hubert Longueuil, QC	*
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 that help your providers meet your stated service goals or promises.	All customer service requests are dealt with on a first-come, first-served basis, and scheduling is adjusted accordingly when considering factors such as location of apparatus, severity of issue, truck out of service status, and availability and current location of mobile service units. Any request for service will receive a response within two hours. We also have systems in place to enable support and reimbursement of repairs completed by the customer's own technicians, if required.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Rosenbauer is fully able and willing to provide our services to all of the United States.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Rosenbauer is fully able and willing to provide our services to all of Canada.	*

32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no areas of the United States or Canada that we will not be fully services through the proposed contract.	*
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?	There are no participating entitles or sectors that we will not be fully servicing though the proposed contract.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no requirements or restrictions on participating entities in Alaska or Hawaii.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
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.	Rosenbauer will continue to include the Sourcewell logo on all literature, and website. The Sourcewell logo will continue to be included in the proposal books that all our customers receive. The Sourcewell logo will be included in the company newsletter that go to 600 plus people monthly and quarterly. Sourcewell logo is also included in the semi-annual newsletter to our customers. Training is provided to our dealers at the annual dealer meeting, it is also a part of the training course that is offered to our dealers in both the spring and fall. Rosenbauer will continue to have adds in the Western Fire Chiefs including the Sourcewell logo.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We have an active company Facebook and Twitter account, as well as maintain our own company website. We have immediate access to each of the web mediums and can make changes and post items at will. We have a national web campaign as well that utilizes e-mail blasts, drop-down banner web marketing and iPad ads. In addition, most of our dealers have begun making presentations using iPads instead of personal computers or laptop computers. All the content on our website is optimized for mobile devices and we put a specific focus on photo and video content to make it more appealing to customers searching for fire apparatus. We have also developed our own CRM. For marketing purposes this CRM allows us to focus products to people that area interested and track the effectiveness of a marketing campaign.	*
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?	Rosenbauer America feels that the role of Sourcewell in promoting contracts is to continue to market the Sourecewell brand and to expand the membership base. Rosenbauer America believes that our dealer network and staff's responsibility is to market and promote our product in combination with the Sourcewell brand to the customer. The dealer sales packet is offered to the dealer network to use when presentin aSourcewell solution. Included in the packet are the following items to assist in the sales process: a) Rosenbauer America supplied one page flyer about Sourcewell, b) A sample letter that they can use when the fire chief is requesting his board use a buying program, c) Sourecewell literature: Contract Directory, d) Sourecewll one page flyer: The Real Value, e) Sourcewell Literature: About Us, f) Kelly McAllister's, Mike Harstad's, and the dealer representative's business cards, - g) Dealers also have available, on Rosenbauers web site, a short video of the Rapid City, SD testimonial for Sourecewll h) They are shown how to access the member list, i) They are shown where the membership application is, if the customer is not a member already	*
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.	Yes. Rosenbauer America currently utilizes several e-procurement systems in the marketplace, including GSA e-buy, Texas Multiple Award, HGAC, and NASPO Value Point. Each of these systems has proven successful along with all orders through the US government. We have been using HGAC as a part of our Texas orders for the past 13 years or more, and il has been growing in popularity in many states within the US	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	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.	Training is provided on each and every vehicle we sell. That training can be completed by factory authorized field sales men or Rosenbauer factory personnel. In order for a dealer level individual to be authorized to train recipients of a new vehicle they must demonstrate to Rosenbauer factory training staff that they are competent and proficient in all aspects of the vehicle in which they intend to deliver. Rosenbauer also has a training department that provides delivery training and on going training on all of our products. This training is provided without further charge to our customers.	*
40	Describe any technological advances that your proposed products or services offer.	Rosenbauer prides itself on being the most technologically advanced builder in the fire apparatus market. We've made technological advances in our aerial product line that make it safer and more effective to operate. We've made advances in our chassis lineup that make them more fuel efficient and safer to drive. All of our design and development work revolves around making a firefighters job safer and easier.	*
41	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.	Rosenbauer has developed the world's first and only fully electric fire truck. This revolutionary technology will allow firefighters to do their job without any harmful diesel fuel emissions. This project was developed over a 5 year span and has been completely tested and proven. We are currently waiting on EPA and DOT certifications.	*
42	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.	Rosenbauer has not received any awards.	*
43	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.	Rosenbauer does not have any of these certifications.	*
44	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?	Rosenbauer brings the widest array of products to the table. We are truly a one stop shop for all of your fire apparatus needs. We have more unique models of apparatus than anyone in the industry. All of those models are available to Sourcewell participating agencies.	*

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?	Yes. A sample of our warranties will be provided in the uploads section.	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our bumper to bumper warranty is limited to the first year and 100,000 miles whichever occurs first. We have several other warranties that cover specific parts of the apparatus (body warranty of 5 years with no millage restriction, paint warranty of 5 years, frame rails for lifetime of the vehicle).	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.	*
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?	There are no geographic areas of the United States or Canada that are not covered by a Rosenbauer certified technician.	*
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?	Rosenbauer is the sole handler of all warranty items. If parts supplied by a 3rd party require warranty repair or replacement Rosenbauer handles all of the work. The end user only has to deal with Rosenbauer.	*
50	What are your proposed exchange and return programs and policies?	Any item that needs warranty repair or replacement is handled through our internal service program (SRS). A service technician will make a request for repair or replacement within the service system. It will be analyzed by Rosenbauer personnel. Once the appropriate course of action is determined the part is sent to the appropriate location for repair or replacement. Rosenbauer pays for the shipping cost if the parts are still under warranty. New or repaired products are then returned to the appropriate service technician so the repair can be completed.	*
51	Describe any service contract options for the items included in your proposal.	We receive many requests for different levels of service contracts from our customers. Those elevated levels of contracted service are negotiated by our certified dealer who handles that customer and is a contract between them.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods.	Rosenbauers payment terms are 100% payment due upon delivery and acceptance of the vehicle. If a customer requests any sort of payment delays we consider it on a case by case basis and then require them to insure the truck and name Rosenbauer as a loss payee.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	Rosenbauer offers leasing and financing options through third party agreement. It is the responsibility of the purchasing entity to make those arrangements.	*
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.	Outside of our normal ordering procedure Rosenbauer proposes to utilize a Sourcewell specific purchase agreement that we have used in the past. The PO would be issued directly from the end user to Rosenbauer South Dakota or Rosenbauer Minnesota and becomes the official contract document. The PO captures all the required reporting information from the customer to include their Sourcewell ID number. Rosenbauer will keep this on file for the duration of the contract. A copy of this purchase agreement form is attached in the documents section.	*
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?	Yes, Rosenbauer does accept the P-card procurement and payment process. There is an additional 4% fee added to the final cost of the vehicle if this process is used.	*

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 *	
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.	Rosenbauer is proposing a ceiling price of 15% off of MRSP specification. The fire truck will not be sold for any higher amount than it is listed for. The model of truck that is submitted can and will have many features on it. There are over 20,000 options listed for each model of apparatus. Due to this complexity each option picked will have a credit or deduct affect on the proposed ceiling price. All of our proposed pricing is listed in the uploaded documents section. There is a master price document as well as a detailed price document.	*
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.	Rosenbauer is offering a 15% discount from MSRP.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts are evaluated on a case by case basis. Rosenbauer will examine them from a stand point of difficulty of the build and component availability. If it is reasonable that the multiple units can be built at the same time then an additional 1% price reduction will be offered.	*
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.	Rosenbauer views any "non-standard" option as a special option. These items require special review by our engineering and sales departments to determine feasibility. If a "special option" needs to be used it will be priced at up to 20% of standard cost. All of these options will be noted in the specification with a "S" code.	*
60	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.	The only fees not captured by our pricing proposal would be local taxes. Most areas of North America treat fire truck purchases as tax exempt. There are exceptions and when we make a sale in an area that requires tax to be paid on the purchase then that fee is 100% the responsibility of the purchasing entity.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Delivery is included with the truck purchase.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We have several options when choosing freight to Alaska, Hawaii and Canada. We utilize several off shore shipping companies that area available from almost every shipping port in the Unites States. Our typical plan would include contracting with a 3rd party shipping company and delivering the fire truck to the port of shipping. We utilize our dealer network to provide transportation of the truck from the receiving port the end user.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We do allow for customers to pick up their completed apparatus directly from the manufacturing facility. The vehicle must be completely paid for and the department must prove they have adequate insurance.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	a. the same as the Proposer typically offers to an individual municipality, university, or school district.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	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.	When pricing a proposal for our customer we use simple formula to verify the price of the apparatus compared to the price submitted in this RFP. When the order is reviewed, Rosenbauer staff calculates each order to ensure that the pricing is within the proposed ceiling price. If the customer requests we will provide a price comparison sheet for their review. There will be an example of this comparison uploaded in the documents section.	*
66	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.	All incoming orders are tracked via their purchasing method (ie bid, negotiated sale via consotrium ect) We using this tracking for several different purposes. It helps us identify specific dealers that are proficient and those that need additional help utilizing Sourcewell. We use this data to compile our quarterly reports to Sourcewell and we also track and report to our sales force market share and overall sales volume.	*
67	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.)	The proposed administrative fee that Rosenbauer is proposing to Sourcewell is \$2,000 per unit.	*

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.	Outlined in our pricing detail document, Rosenbauer's has designed our offerings so a customer may pick their choice of body, chassis and/or aerial that best fits their needs. Each part (body, chassis and aerial) comes with an options page that is part of Rosenbauer's complete quoting system. This allows the customer to customize the apparatus to their needs without being locked in on pre-selected specifications. Our body choices consist of 4 distinct pumper bodies, five different aerial bodies, two water supply or tanker/tender bodies (one for single axle and the other for tandem axle) a rescue body a wildland body and a mini-pumper body. The chassis proposal section consists of Commander, Warrior and Avenger custom chassis (manufactured by Rosenbauer) and multiple commercial chassis options. The aerial proposal section consists of five unique aerials our 78-foot Viper, 109-foot Viper, 101-foot Cobra platform, the Roadrunner and 100-foot tillered aerials. There are also two specialty aerials listed which include our Raptor body and aerial as well as the T-Rex body and aerial. Each of the aerial types (standard and specialty) have option pages listed. The ARFF proposal pages include our Airwolf C2 and C3 products as well as our Panther 4x4, 6x6 and 6x6 with HRET.
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our proposal consists of pricing breakdowns for bodies, chassis and aerial all priced separately. This allow our customer to customize those individual pieces to best fit the needs of their specific area. To best accomplish this customization we have included option pages for each of these categories which allow our customers the ability to add items, change body styles and further customize the specifications. In the body section there are four pumper bodies. The FX is a customizable aluminum or stainless steel body that is made from formed material and extrusions. The EXT is a customizable aluminum or stainless steel body the is made entirely from extrusions. The CT is an aluminum or stainless steel body that is made by laser cut, tab and slot assembly. The CRT body is a stainless steel body that has limited option content. Tankers/tenders can be built with either the FX or EXT body and with the single axle version have up to 2,000 gallons of water or up to 3,500 gallons of water with the tandem axle version. Rescues can be built with either the FX or EXT body. These vehicles can range from small and mid-sized rescues to larger walk-in rescues and command centers. Brush trucks and mini-pumpers can utilize any of the body options and additional have options for flat bed style or full body. Either are customizable using the options page. In the chassis proposal pages we haver the Commander, Warrior and Avenger custom chassis which are manufactured by Rosenbauer. These chassis have an options page that features our entire quoting system for chassis so every option is available for our customers. There are also commercial chassis listed. This listing shows all available commercial chassis options for Rosenbauers product line. The aerial section includes our 78 and 109-foot Vipers, 101-foot Cobra platform, 100-foot mid mount Cobra platform, Roadrunner extending waterway boom and 100-foot tillered Viper. There is an option page for these models that allows for customization. There is a specialty aerials section of our proposal with includes our Raptor aerial which is a 105-foot tactical aerial ladder with removable rescue basket and our T-Rex aerial which is a 115-foot articulating platform. These aerials are only available with our EXT extruded body. The ARFF section of our proposal consists of the Airwolf C2 and C3 which are rapid intervention vehicles and our Panther 4x4, 6x6 and 6x6 with HRET. The 4x4 Panther has 1,585 gallons of water and 500-lb. dry chemical system. The 6x6 Panther has 3,170 gallons of water and 500-lb. dry chem system and the Panther 6x6 with HRET has the same features but also includes a High Reach Extendable Turret.

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	☒ Yes ☐ No	Rosenbauer offers the most complete line up of equipment in the industry.	*
71	Wildland fire apparatus, of all types, such as: fire suppression equipment, mobile water supply, and crew carriers	☒ Yes ☐ No	We offer a full line of wildland fire suppression equipment.	*
72	Aircraft rescue and firefighting vehicles	☒ Yes ☐ No	We have several models of ARFF vehicles that are detailed in our offerings pages.	*
73	Purpose-built chassis and vehicle components for firefighting apparatus and fire service vehicles	☒ Yes ☐ No	We build three separate custom chassis.	*
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	☒ Yes ☐ No	Each of of bodies, chassis and aerials have a full listing of available options.	
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	☒ Yes ☐ No	Rosenbauer has full service capabilities that include pump testing, remount and refurbishment of old equipment and inspection, repair and maintenance of everything we sell.	*

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.	Rosenbauer's dealer network is fully capable of handling most service and repair from a basic oil change to major pump rebuilds. In the event that damage to a vehicle is too extensive for a local dealer to handle Rosenbauer always has the option to have the vehicle returned to the manufacturing facility for repairs.	*
77	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	Rosenbauer does offer remount and refurbishing of existing customer apparatus. Because of the complexity involved these procedures are only handled at the manufacturing facility. Each remount or refurbishment is extremely unique. Pricing for a remount or refurbishing project would be done through the options pages in our proposal and would follow the same ordering process as well.	
78	Describe your compliance with US standards for the equipment and products offered in your proposal, including applicable federal and state requirements.	All trucks manufactured for the United States have to conform to DOT, FMVSS and NFPA 1901 standards. All Rosenbauer vehicles built for customers within the United States are audited by Underwriters Laboratories (UL) personnel to ensure compliance.	
79	Describe your compliance with Canadian standards for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	Any vehicle built to be delivered in Canada is built to the CMVSS and ULC standards. Rosenbauer works with Underwriters Laboratories (UL) as a third party independent audit and inspection to ensure all trucks going to Canada meet these standards.	

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

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

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

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Master Price list.pdf - Monday November 29, 2021 10:39:24
 - [Financial Strength and Stability](#) - Dunn and Bradstreet reports.pdf - Monday November 29, 2021 10:15:09
 - [Marketing Plan/Samples](#) - Literature.pdf - Monday November 29, 2021 10:54:25
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty forms.pdf - Monday November 29, 2021 10:15:46
 - [Standard Transaction Document Samples](#) - Sourcewell PO.pdf - Monday November 29, 2021 11:24:47
 - [Upload Additional Document](#) - Rosenbauer Ceiling Price 2022.xlsx - Monday November 29, 2021 10:39:34

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. - Brian Kueter, CFO, Rosenbauer America LLC

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	☒	5
Addendum_3_Fire_Apparatus_RFP_113021 Thu November 11 2021 02:09 PM	☒	1
Addendum_2_Fire_Apparatus_RFP_113021 Fri October 29 2021 09:20 AM	☒	1
Addendum_1_Fire_Apparatus_RFP_113021 Fri October 29 2021 09:20 AM	☒	1

Certificate Of Completion

Envelope Id: 1B4CD05B29204271AB8391D912791926

Status: Sent

Subject: Council Legislation - Rosenbauer American

Source Envelope:

Document Pages: 88

Signatures: 4

Envelope Originator:

Certificate Pages: 15

Initials: 0

Procurement Resource Group

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730 2nd Ave. South 1st Floor

Enveloped Stamping: Enabled

Nashville, TN 37219

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prg@nashville.gov

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Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and

Location: DocuSign

Davidson County

Signer Events**Signature****Timestamp**

Elizabeth Jefferson

elizabeth.jefferson@nashville.gov

Security Level: Email, Account Authentication
(None)*Elizabeth Jefferson*

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ID: 54b3a9cd-a9c7-4efd-b714-6001d50a5614

Michelle A. Hernandez Lane

michelle.lane@nashville.gov

Chief Procurement Officer/Purchasing Agent

Metro

Security Level: Email, Account Authentication
(None)*Michelle A. Hernandez Lane*

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Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Kelly Flannery

kelly.flannery@nashville.gov

Security Level: Email, Account Authentication
(None)*Kelly Flannery*

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Signed: 7/12/2023 10:48:51 AM

Signature Adoption: Pre-selected Style

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Signed using mobile

Electronic Record and Signature Disclosure:

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Procurement Resource Group

prg@nashville.gov

Metropolitan Government of Nashville and Davidson

County

Security Level: Email, Account Authentication
(None)

Sent: 7/12/2023 10:49:01 AM

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Electronic Record and Signature Disclosure:

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
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Macy Amos macy.amos@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/7/2023 10:55:55 AM ID: 6a8693e0-9350-4672-8a01-1e66dc2a8b5d	COPIED	Sent: 7/12/2023 10:49:00 AM
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Terri Ray terri.ray@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	7/12/2023 11:07:20 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		