

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Custom Fire Apparatus, Inc., 509 68th Ave., Osceola, WI 54020 (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.

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

3. Use; Quality Control.

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

5. *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:

\$100,000 per occurrence

\$100,000 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

Custom Fire Apparatus, Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 2/7/2022 | 9:27 PM CST

DocuSigned by:
Wayde M. Kirvida
By: 6E5E28ABCE05425...
Wayde Kirvida
Title: Sales Manager
Date: 2/7/2022 | 11:09 AM PST

Approved:

DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 2/8/2022 | 6:12 AM CST

RFP 113021 - Firefighting Apparatus and Fire Service Vehicles

Vendor Details

Company Name: Custom Fire Apparatus, Inc.
Does your company conduct business under any other name? If yes, please state: WI
Address: 509 68th Ave
Osceola, WI 54020
Contact: WAYDE KIRVIDA
Email: wayde@customfire.com
Phone: 612-325-1366
Fax: 612-325-1366
HST#: 39-1317082

Submission Details

Created On: Tuesday November 02, 2021 12:41:33
Submitted On: Monday November 29, 2021 16:20:32
Submitted By: Julie Hill
Email: julie@customfire.com
Transaction #: 29bd392b-b920-4e8f-afba-ee1c94b2d79d
Submitter's IP Address: 64.33.191.108

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")	Custom Fire Apparatus, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Industrial Fire Solutions CustomFIRE
4	Proposer Physical Address:	509 68th Ave Osceola, WI 54020
5	Proposer website address (or addresses):	www.customfire.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):	Wayde Kirvida Sales Manager 509 68th Ave Osceola, WI 54020 wayde@customfire.com 612-325-1366
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Wayde Kirvida Sales Manager 509 68th Ave Osceola, WI 54020 wayde@customfire.com 612-325-1366
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Kristi Scheet Office Manager 509 68th Ave Osceola, WI 54020 kristi@customfire.com 715-294-2555

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Custom Fire is a privately held design build manufacturer of Fire and Emergency response vehicles. Custom Fire was founded in 1978 and is currently owned and managed by its founder, James Kirvida.</p> <p>Custom Fire is strong regional manufacturer drawing most of its business from the Upper Midwest and pockets in the eastern United States.</p> <p>In the past several years, Custom Fire has done a significant amount of business in the design, construction, and sale of Fire Suppression Apparatus and Support Eqpt to the Chemical and Oil & Gas industry.</p> <p>Custom Fire employs 40 people at a single 40,000 sq ft facility located in Osceola, WI, an hour northeast of the Twin Cities.</p> <p>Custom Fire is responsible for products that have forever changed the face of Fire Apparatus most prominently represented by the Full Response® Pumper. This product uses a commercial chassis to deliver the features of a custom chassis at a much more economical price.</p> <p>Custom Fire also has a history of working with other industry players on the OEM and supplier side to create and deliver innovative products to the fire service. These partners in Waterous, Sutphen, FoamPro, and Akron brass.</p>

10	What are your company's expectations in the event of an award?	Custom Fire expects growth and stability within its existing market area as a Sourcwell awarded recipient by gaining access to existing Sourcwell members and communicating the benefits of the Sourcwell contract to existing members of alternative cooperatives. Additionally, and most importantly, Custom Fire expects growth through the enhanced contracting and distribution methodology offered by the Sourcwell platform. Growth comes through enhanced distribution and this can be achieved with a credible, efficient, and value-based initiative.	*
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.	Custom Fire Apparatus, Inc. has been incorporated under the same ownership since 1978. As a privately held Corporation, our Financial Statements are not information shared publicized. Our financial stability has allowed us to consistently offer Bid and Performance/Warranty Bonds since the beginning of our Corporation. Please accept the attached reference letters from our Bank and Bonding Agency as confirmation of our stability. SEE ATTACHMENT TABLE 2, LINE ITEM 11, FINANCIAL STRENGTH	*
12	What is your US market share for the solutions that you are proposing?	Custom Fire Apparatus, Inc. receives 10% to 15% of the Minnesota and Wisconsin Fire Truck Contracts each year with a nice allotment of new and repeat Customers. Our market is primarily with Customers seeking specialized designs and multi-purpose apparatus. We are frequently awarded with retro-fit, re-chassis, and rebuild projects as well. Nationwide the percentage is less than 1% as we service a few dealers or factory direct sales outside of our region.	*
13	What is your Canadian market share for the solutions that you are proposing?	0%, Custom Fire Apparatus, Inc. has been ULC certified for less than 1 year. We are working with one of Canada's leading fire apparatus dealers on some specialized products and in 2021 we have built one fire truck sold through their dealership as well as partial bodies for their completion and we have factory delivered 2 specialized foam eductor trailers to an Industrial Customer in Alberta. We expect growth moving forward with these Customers and this Dealer.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No - N/A	*
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?	B Custom Fire Apparatus, Inc. is a manufacturer. The vast majority of our annual revenue is provided by the factory sales team who are employees of the company. The service of apparatus is provided by factory employees, either at the factory location or at the customer site. On some occasions, we will utilize independent service providers if approved by the customer.	*
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.	WI Manufacturer License WI Dealer License. TX Manufacturer License. This is a requirement for HGAC. FAMA Membership. Fire Apparatus Manufacturer's Association. Custom Fire has been a FAMA member for decades. We routinely contribute to technical committee efforts. NFFPA Membership, Custom Fire follows NFFPA guidelines in the construction of new fire apparatus. EVT (Emergency Vehicle Technician) Certifications, Custom Fire's employees possess EVT certifications as they apply to their roles in the construction, service, and repair of fire apparatus. ULC Underwriters Laboratories Canada. Achieved during 2021 in the construction of a complex aerial device for Vancouver, BC. The complexity of the initial product ensures efficient certifications for future projects.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	While this industry is not known to distribute awards or acknowledgments, Custom Fire is frequently featured and called upon to contribute to industry publications such as Fire Apparatus Magazine. Reference for such examples in Bill Adams and Al Petrillo, both journalists for Fire Apparatus Journal. On a technical note, Custom Fire received ULC certification in 2021 for the completion of an extremely complex, first-of-its-kind, 140' articulating aerial platform for the City of Vancouver Fire Division. See TABLE 3, LINE ITEM 18, ARTICLE REPRINTS FOR EXAMPLES.
19	What percentage of your sales are to the governmental sector in the past three years	100% of Municipal business to Government entities
20	What percentage of your sales are to the education sector in the past three years	0%
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?	\$750k/year Costars \$6M/year HGAC
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?	None \$0

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Brainerd Fire Department	Tim Holmes	218-828-2312
Crosslake Fire Department	Chip Lohmiller	612-868-6744
Green Bay Fire Department	Drew Spielman	920-680-0459
Westfield Fire Department	Dana Andrews	860-982-2971
Washington Twp Fire Dept	Patrick Dolgos	856-297-4343

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 *
ALEXANDRIA FIRE DEPT.	Government	Virginia - VA	1 NEW HAZ MAT TRUCK, 1 NEW HEAVY RESCUE TRUCK, 4 MULTIPLE COMMAND TRUCKS	\$1.3M	\$1.3M
DULUTH FIRE DEPT.	Government	Minnesota - MN	2 NEW PUMPERS	\$1.1M	\$1.1M
BROOKLYN PARK FIRE DEPT.	Government	Minnesota - MN	3 NEW PUMPERS	\$1.9M	\$1.9M
LA VALLE FIRE DEPT.	Government	Wisconsin - WI	2 NEW TENDERS, 1 NEW PUMPER	\$1.02M	\$1.02M
ELKO NEW MARKET FIRE DEPT.	Government	Minnesota - MN	1 NEW TENDER, 1 NEW INITIAL ATTACK, 1 NEW PUMPER	\$1.53M	\$1.53M

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
25	Sales force.	<p>Custom Fire has been a strong regional player in the Fire Apparatus industry since 1978. Custom Fire does not rely heavily on an outside dealer network to provide sales and service. Custom Fire is valued and appreciated for its small size, versatility, and flat organizational structure.</p> <p>Our municipal fire apparatus sales are currently handled by 3 full-time factory-direct salespeople who cover the states of MN, WI, Northern IA, and Northern IL. In addition to their assigned territories, the factory sales team works with clients in other states upon request. In the last 4 years, they have included customers in NJ, PA, NY, NC, CT, and AK as referenced in the testimonials of Table 4.</p> <p>Scott Lumby has over 25 years of continuous experience selling loose equipment and completed fire apparatus.</p> <p>Wayde Kirvida began his career as a Mechanical Engineer and has spent the last 20 years as a factory-direct salesperson for Custom Fire.</p> <p>Jessie Corey began his career as a product designer at Custom Fire in 1993 and transitioned into an inside sales role in 2008.</p> <p>In addition to Municipal Sales, Custom Fire does a significant amount of business in the industrial (oil and gas, chemical, refinery) firefighting service. Custom Fire builds foam delivery skid units, foam supply units, and high capacity foam and water pumpers. The Industrial Sales are headed by the company's president and founder, James Kirvida.</p>
26	Dealer network or other distribution methods.	<p>Custom Fire leverages the bulk of annual sales through 3 full-time factory sales reps. Over the last 4 years, Custom Fire has sold and delivered products to 9 states. This allows us to maintain consistency and transparency in product content and pricing. It ensures that the customers are optimizing their value by avoiding dealer mark-up.</p> <p>Custom Fire products are serviced and supported by factory authorized service providers preferred by the customer.</p> <p>In addition to factory sales reps, we operate through the following relationships:</p> <p>Safetek/ProFire Abbotsford, British Columbia, Canada Contact: Wayne Stevens 604-761-2974</p> <p>East Coast Fire Apparatus in Knightdale, NC is led by Jim Bona, a career firefighter and apparatus sales professional. Jim focuses on the sale of highly customized pumpers and rescue apparatus as well as service on most makes of fire apparatus. East Coast Fire Apparatus operates a mobile service unit out of Raleigh, NC. Contact: Jim Bona 919-280-9192</p> <p>Meyer Upstate NY Plow and Truck Body Sales and service of utility trucks, plows, fire apparatus. Repair of same. Relationships with Municipalities Public Works and Fire Departments. Latham, NY Contact: Travis Croteau 518-832-0440</p> <p>Firefighter 1 (Probationary Status) Sparta Twp, NJ Contact: Johnathon VanNorman 201-787-4953</p> <p>10-8 EVS Sales and service of fire apparatus. Relationships with Municipalities and Fire Departments. New Holland, PA Contact: Troy Wenger 717-201-6513</p>
27	Service force.	<p>We offer Factory Direct after-sale and warranty repairs at our factory location and at the customer site through factory staff and relationships with independent service providers for harder-to-reach customers.</p>

28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sales reps and dealers are responsible for prospecting for new business in their assigned areas. Incoming leads are directed to the appropriate sales rep for qualification and response. Specs will be created by the salesperson working the account, whether they are factory direct or an outside dealer. Once the final spec is created and ready for contract, the Factory inside sales team will convert the final spec into appropriate Model, Options, and Special features lists which will include consistent and accurate pricing as established in the Sourcewell contract. After the contract, a pre-construction meeting will be scheduled and performed in person at the factory or customer site, or virtually, depending on the customer's preference. A contract administrator and project engineer will be assigned to the account for design, construction, and communication between the factory, salesperson, and customer.	*
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.	Customer Service originates from routine follow-ups after delivery of a new vehicle or call-ins from customers. The call-ins may start with the sales rep or the dealer. In a factory-direct customer case, the Service Manager manages the issue at hand. The dealer is responsible for providing service to the customer and in most cases the factory is involved. Fabricated parts are available within 48 hrs. Service response is dependent on the customer's chosen service center. We can ship parts in stock within 24 hours. We offer chauffeur service to and from the plant if the customer is unable to drive the vehicle.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Custom Fire will provide products and services to any entity that is a member of Sourcewell. For factory direct accounts where Custom Fire lacks a service center relationship, a customer-approved service center will be evaluated and authorized to the satisfaction of the customer.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Custom Fire will operate in Canada to the limits of the dealer representative. Custom Fire will make all products available as requested by the dealer representative.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will offer our products anywhere that a service provider or a method of providing warranty support can be provided.	*
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?	While primarily a regional supplier. Custom Fire has provided products and services to many states beyond our region with success.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None. We are currently building a truck for an Alaskan Fire Department.	*

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.	<p>AD PLACEMENT Custom Fire routinely places ads in leading publications of our market region. We will feature the Sourcewell logo prominently in these communications so our audience will see the Sourcewell connection several times per month.</p> <p>LANDING PAGE Custom Fire will create a Sourcewell landing page to host online audience and focus on the merits of the Sourcewell relationship. This will allow us to track site hits and employ SEO specifically for Sourcewell.</p> <p>LITERATURE Sourcewell will receive a dedicated sales tool kit featuring sample photos and drawings of Sourcewell Base Models and Options. In addition, we will provide clear and easy steps to purchasing through Sourcewell and associated financing options to facilitate the purchase. Existing literature will receive the Sourcewell logo to carry on the message.</p> <p>POSTCARDS AND MAILERS We currently distribute delivery announcement postcards for each truck we build. We will announce the Sourcewell relationship when applicable.</p> <p>DEDICATED ANNOUNCEMENTS We will create and distribute a dedicated mailer announcing our membership and expressing the benefits of Sourcewell.</p> <p>SEE TABLE 7, LINE ITEM 35 - ADVERTISING EXAMPLES</p>
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>SOCIAL MEDIA Custom Fire has an active Facebook, Instagram, and Twitter audience who pay attention to our posts and video placements. We will be very vocal about our Sourcewell relationship featuring customer references and examples of products available on and sold through Sourcewell. Upon delivery of a Sourcewell project, we will make an announcement of the delivery and the method used to purchase with regular boosts via Social Media.</p> <p>VIDEOS Custom Fire has produced a large and well-followed series of product review videos over the past several years. They have proven to draw an audience and interested buyers. We will extend this platform to the Sourcewell relationship demonstrating the ease, efficiency, and value derived by purchasing through Sourcewell. Our in-house sales team will host webinars demonstrating to the viewers how easy it is to purchase a fire truck through Sourcewell. We will use sample specs and process them through our Sourcewell product and options list. We will demonstrate how municipal leasing can be used to fund the purchase. And we will demonstrate the ease of contracting the project to get the equipment in their hands!</p> <p>YOU MAY VISIT OUR YOUTUBE CHANNEL TO SEE OUR VIDEOS. https://www.youtube.com/CustomFireApparatus</p>
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>SOURCEWELL RESPONSIBILITIES We believe it is the responsibility of Sourcewell to continue to market and communicate the existence and benefits of their organization to attract Participating Entities.</p> <p>VENDOR RESPONSIBILITIES The recipients of the RFP contract should be responsible for promoting and communicating their respective participation and the availability of their products through the contract.</p> <p>SALES STAFF Our factory and field sales staff will be well informed and routinely trained on the benefits and use of Sourcewell. They have all been included in the proposal preparation. This will allow them to speak accurately and confidently on the merits of Sourcewell.</p>
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the highly customized nature and intimate customer involvement in the configuration of our products, an E-commerce solution has not been deemed suitable. We offer a high touch high-access experience not currently replicated in a virtual environment. Our customers like to touch and feel and "kick the tires" to evaluate the merits of our products.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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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.	<p>It has always been our desire and intent that customers are well versed on the use of our products but more importantly safe and comfortable in their operation of our equipment. To that end, we provide detailed demonstrations of the proper use to all end users. We offer recurrent demos should our customers experience atrophy in their understanding of the product.</p> <p>We intend to offer this same level of support as part of the “value” component of Sourcewell. A customer values a product for more than the lowest price. They value the positive experience and that is achieved through confidence.</p> <p>Demonstration of all systems will be included in the sale of all apparatus. If not performed by factory-employed staff, it will be provided by a trained and authorized 3rd party familiar with NFPA and the intended use.</p>	*
40	Describe any technological advances that your proposed products or services offer.	<p>FACTORY FLOOR BLOG Our online project portfolio allows customers 24-7 access to information related to their project while in production.</p> <p>COMPUTER MODELED PRODUCTS Our computer-designed product models ensure manufacturing precision and documentation allowing superior performance and field support.</p> <p>KEY TECHNOLOGIES Custom Fire provides technological advances in the fields of : GPS enabled light controls for warning light intensity and on-scene safety Hot and Cold Water Decontamination Discharges for turn out gear cleaning on the scene, Computer-controlled foam systems to accurate application of expense foam agent Computer-controlled multi-point pressure control for enhanced discharge output control Idle Reduction Systems for fuel savings and emission reductions Ultra High-Pressure Foam for quick knock-down Crew area air purification systems for closed environment safety</p>	*
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.	<p>CAD/CAM MFG Our computer-designed methods optimize the use of materials through efficient part cutting.</p> <p>UNPAINTED STAINLESS BODIES Our brushed stainless steel fire bodies reduce the use of wet paint.</p> <p>IRT Idle Reduction Technology systems using batteries or auxiliary diesel engines are available to reduce primary engine wear, reduce emissions, and reduce fuel consumption.</p>	*
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.	none	*
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.	The company owner and founder is a veteran of the United States NAVY. 50% of office staff are female including positions in engineering, logistics, marketing, accounting, service, and office management.	*

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?	<p>DESIGN-BUILD CUSTOMIZATION Every customer receives a dedicated product designer and project engineer. The nature of our design-build approach to product construction ensures personalized equipment for each end-user. Our computer programmed assembly models allow us to engineer specifically to the customer's needs at a relatively economical cost.</p> <p>CONSTRUCTION METHOD Our bolted construction offers products constructed from corrosion-resistant stainless steel and is easy to repair in the event of damage. Our use of 3D modeling ensures superior tolerances, proactive component consideration, and repeatability. We routinely provide body parts and repair service to customers who have experienced damage from errant motorists and response activity. The bolted assembly of our product greatly aids in timely and economical repair work. We can provide replacement body parts within 48 hrs. of request.</p> <p>OPEN-SOURCED COMPONENTS We use components that are open-sourced allowing the customer to source and repair parts and components over the life of their apparatus without restriction to a single source. For example, if a customer experiences problems with their pump, suspension, drivetrain, foam system, they have numerous options for obtaining replacement parts. Companies that use a "sole source" approach might be vertically integrated but this results in a competitive disadvantage when sourcing parts.</p> <p>AUTOMOTIVE-STYLE WIRING Our 12V electrical systems use name-brand relays and resettable circuit breakers. The power distribution panel is easily accessible and equipped with an "as-built" schematic. All lights are installed using weatherproof Deutsch connectors. All lights are equipped with a return ground wire. These features ensure that the electrical system is extremely reliable and easy to service and support in the event of failure. Our electrical system is primarily hard-wired to ensure reliability and serviceability over a multi-decade long life span. We use no proprietary components.</p>	*
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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. OEM/Component warranties prevail and may exceed our standard warranty.	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	NO. We place no usage restrictions. Custom Fire warranties are based on the intended and appropriate use of equipment. Improper use or damage may not be covered under warranty.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No. The travel time is usually the responsibility of the end-user. However, we have provided transportation if urgency requires.	*
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?	We will provide coverage through the dealer or the customer's preferred service provider. If none is available, the customer may provide warranty service themselves. In many cases, the customer's in-house mechanics have been authorized to provide warranty service.	*
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?	In many cases, the OEM warranty prevails. Custom Fire will advocate for the end-user whenever an OEM warranty is not satisfactory.	*
50	What are your proposed exchange and return programs and policies?	Exchange and return programs are provided by the component supplier. We stock many sourced components and request the faulty component be returned for reimbursement. Call tags are provided when necessary. If necessary, labor reimbursement will be provided for work performed. Many times the customer is happy to swap out a faulty part if it is a simple task such as a faulty light.	*
51	Describe any service contract options for the items included in your proposal.	We offer extended warranties at an additional cost. Cost is dependent on complexity and component content. Our factory-direct warranties are competitively priced and have increased in popularity as customers realize the added value of a factory-supported warranty program.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods.	<p>Typical payment stages are progress payment for chassis and the final payment upon customer acceptance.</p> <p>We offer credit/discounts for early payment based on prevailing interest rates.</p> <p>We assign a finance charge when progress payment is delayed based on prevailing interest rates.</p> <p>We accept cash, check, and wire transfer.</p>	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	<p>We offer and frequently provide Municipal Lease-to-own financing packages. These are typically structured over 5, 7, or 10 years.</p> <p>We offer discounts for payments made before the due date.</p>	*
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.	<p>Custom Fire will require a signature on a standard purchase contract.</p> <p>SEE TABLE 10, ITEM 54 for Sample Contract.</p>	*
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?	<p>To date, we have not worked with the P-card but would consider it upon request.</p>	*

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.	<p>BASE-PLUS PRICING Being a highly customizable product, we believe it is a disservice to the customer to strictly limit their choices to all-inclusive pre-engineered designs. Therefore, we are offering a "Base Plus" approach. The customer will select the most appropriate Base Model of the vehicle and add the necessary options (Common and Special) to personalize the final product to their specific needs. Base Models and Commons options are listed in Documents "TABLE 11, LINE ITEM 56, BASE MODELS" and "TABLE 11, LINE ITEM 56, COMMON OPTIONS".</p> <p>SPECIAL OPTIONS A highly customizable product requires the ability to add unforeseen features and modifications. Additionally, new products introduced over the next 4 years must be considered. Therefore, the Special Options category will be used to address such enhancements. Because Special Options tend to have a greater demand on resources, they will receive less discount than Common Options. Additionally, because the Limited base models are more heavily discounted, they will have limits on Special Option content.</p>
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>BASE MODEL DISCOUNT The discount from List price for each base model is shown on TABLE 11, LINE ITEM 56, BASE MODELS.</p> <p>COMMON OPTION DISCOUNT Common Options receive a 15% discount from list as depicted on TABLE 11, LINE ITEM 56, COMMON OPTIONS.</p>
58	Describe any quantity or volume discounts or rebate programs that you offer.	Case by case basis determined by engineering content, special options, and key supplier pricing. Identical trucks build consecutively will receive an engineering reduction credit, which typically ranges from \$6000-12,000.00.
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.	Sourced components will be priced on a cost-plus basis based on the component cost and required installation labor.
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.	<p>TRAVEL EXPENSES Customer travel expenses are not included as they vary widely based on distance, methods, qty of personnel, and number of trips.</p> <p>BOND COSTS Performance Bond expenses shall be added, at cost, if required by the end-user.</p> <p>EXTENDED WARRANTY AND SERVICE PACKAGES Extended service packages, warranties, and training packages may incur additional expenses depending on the nature of the package.</p>
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 costs are included within 300 miles of the factory. Delivery beyond this range shall be charged at cost based on the method of travel and driver. A fixed-rate may not be provided due to fluctuations in fuel and air travel rates.
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery terms offshore shall be listed separately if provided. Pricing will be determined by the cost of transport.
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have an in-ground scale, a tilt table, and a pump test facility available to all customers. We routinely provide an operational demonstration at our pump test facility for Ex Works delivery. Customers may drive their own vehicle home with proof of insurance and proper licensing. We offer chauffer service by factory employees for FOB.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	d. other than what the Proposer typically offers (please describe).	For Sourcewell, we have provided aggressive discounts from the List Price we typically offer to non profits and municipalities under other purchasing methods.

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.	The Sourcewell contracted vehicles will receive their own order packet consisting of a blueprint, full apparatus specs, price pages, and order form. This will travel through the plant during the build and be retained digitally and in a physical file after sale. The project job number will receive a unique code identifying it as a Sourcewell project. And each truck will receive a unique placard stating the Sourcewell relation and the customer representative name. It is our expectation that two separate customers will be able to identify that the same amount was paid for the same content, much like a window sticker on a new car. Sourcewell will receive quarterly reports on deliveries resulting from Sourcewell contracts.
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.	We identify and internally announce the purchase method of all contracts and methods of success. This information will be used to make decisions related to marketing and distribution efforts. Strong performance will reinforce efforts and drive investment in that category and vice versa.
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 Sourcewell Admin Fee ranges from \$1500 to \$2000 per order and is detailed by Base Model in document "TABLE 11, LINE ITEM 56, BASE MODELS".

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

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>We have broken our offering into 2 categories, COMPLETE and PARTIAL.</p> <p>Partial products are accessories and subassemblies requiring further equipment to be complete. They may be selected to upgrade or refurbish an existing vehicle. They may be added to a base model as necessary to meet the Participating Entity's requirements.</p> <p>Complete products are finished fire and rescue vehicles.</p> <p>COMPLETE PRODUCTS/BASE MODELS</p> <p>We are offering 19 different completed NFPA Fire and Rescue apparatus including Initial Attack, Urban Interface, Pumper, Tender, Pumper Tender, Light Rescue, and Heavy Rescue apparatus.</p> <p>Complete products are provided in the form of Base Models, which are complete functional vehicles that comply with NFPA 1901. The base models may be altered or enhanced with the addition of Common Options and Special Options.</p> <p>Base models are listed and priced on the Document titled "TABLE 11 Line Item 56 BASE MODELS".</p> <p>STANDARD FEATURES OF EVERY BASE MODEL:</p> <ul style="list-style-type: none"> Aluminum or Stainless Steel Apparatus Body Poly Tank of stated capacity (where applicable) Roll Up Compartment Doors NFPA Compliant Hosebed (where applicable) NFPA Compliant pump system (where applicable) of stated capacity

LED Warning and DOT Lighting in compliance with NFPA

NFPA "loose equipment" basic set

INITIAL ATTACK/WILDLAND BASE MODELS

Above standard features apply. These are vehicles designed for urban interface and off highway type operations. They are able to pump while driving. They are equipped with fire pump systems and poly tanks and body configurations normally associated with wildland or urban interface conditions. They are NFPA compliant in base model form and may be enhanced significantly with Common and Special options. The Initial Attack features a reliable and capable Ultra High Pressure water and foam system. The Urban Interface features a PTO driven NFPA rated fire pump suitable for large volume and pump-n-roll operations. They are commonly built on commercial chassis but available on custom chassis if requested. Chassis shall be specified and added to base model at Custom Fire's cost prior to order.

PUMPER BASE MODELS

Above standard features apply. These are vehicles designed for primarily municipal rescue and structural fire operations. They are equipped with fire pump systems and poly tanks and body configurations normally associated with structural fire fighting conditions. They are NFPA compliant in base model form and may be enhanced significantly with Common and Special options. All pumper base models feature proven midship or rear mount fire pumps starting at 1250gpm. We are offering midship, rear-mount, and enclosed top mount versions of pumpers. We are offering both commercial and custom chassis. Chassis shall be specified and added to the base model at Custom Fire's cost prior to order.

SPECIAL SERVICE/RESCUE BASE MODELS

Above standard features apply. These are vehicles designed for primarily municipal rescue and command operations. They are also suitable and available for law enforcement and public health initiatives. They are equipped with large storage compartments and crew areas. They are NFPA compliant in base model form and may be enhanced significantly with Common and Special options. We are offering both commercial and custom chassis. Chassis shall be specified and added to base model at Custom Fire's cost prior to order.

MOBILE WATER SUPPLY BASE MODELS

Above standard features apply. These are vehicles designed for the movement of water supply and backup support on structural fire operations. They are equipped with fire pump systems and poly tanks and body configurations normally associated with rural fire fighting conditions. They are NFPA compliant in base model form and may be enhanced significantly with Common and Special options. All tender and pumper-tender base models feature proven fire pumps starting at 1000gpm. Wetside and Dryside tender bodies are available. Options may be added to increase tank capacity and rear axles as necessary. We are offering both commercial and custom chassis. Chassis shall be specified and added to the base model at Custom Fire's cost prior to order.

AERIAL APPARATUS

Custom Fire is a dealer for Sutphen Corporation and defers such product offerings to Sutphen for sale through Sourcewell.

PARTIAL PRODUCTS/SUBCATEGORIES

We are offering a variety of apparatus subassemblies and primary components allowing Participating Entities to refurb, rehab, and enhance their existing fleet of vehicles.

Custom Fire is uniquely positioned to offer such services as they are our foundation as a company and our small company agility allows us to offer partial projects and refurbishment services. We have extensive experience in all the stated products and services.

See "TABLE 14A Item Line 69" for description and examples of each Product Type.

69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>PARTIAL PRODUCTS AND SUBCATEGORIES We offer several Partial Products also identified as subcategories.</p> <p>They are as follows:</p> <p>COMMON OPTIONS, see TABLE 11, LINE ITEM 56, COMMON OPTIONS for a complete list and pricing.</p> <p>SPECIAL OPTIONS, see TABLE 14A, LINE ITEM 69 for definition and example.</p> <p>AFTERMARKET ACCESSORIES, see TABLE 14A, LINE ITEM 69 for definition and example.</p> <p>PUMP MODULES, see TABLE 14A, LINE ITEM 69 for definition and example.</p> <p>FIRE APPARATUS CREW CABS, see TABLE 14A, LINE ITEM 69 for definition and example.</p> <p>FIRE APPARATUS BODY MODULES, see TABLE 14A, LINE ITEM 69 for definition and example.</p> <p>FIRE APPARATUS BODY UPGRADES AND REFURBISHMENT, see TABLE 14A, LINE ITEM 69 for definition and example.</p> <p>NFPA PREPARED CHASSIS, see TABLE 14A, LINE ITEM 69 for definition and example.</p>
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Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
70	Firefighting apparatus and service vehicles, of all types, such as: pumper/engine, initial attack, mobile water supply, aerial, quint, special service, mobile foam, command and communications, and purpose-built firefighting or rescue trailers	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer aerial products through Sutphen Corporation and Sourcewell.
71	Wildland fire apparatus, of all types, such as: fire suppression equipment, mobile water supply, and crew carriers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our product listing will detail our Wildland Fire Apparatus options. We offer Ultra High Pressure pumps, Rated pumps, and Pump-n-Roll configurations. We offer all makes of fire pumps. We offer all types of Foam Systems.
72	Aircraft rescue and firefighting vehicles	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do not build ARFF vehicles. We do offer high capacity foam systems and have built a variety of "Municipal" style fire trucks for airport use over the years.
73	Purpose-built chassis and vehicle components for firefighting apparatus and fire service vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer equipped commercial chassis, custom chassis, crew cabs, and apparatus bodies for use in re-chassis and re-body projects. See "TABLE 14A, LINE ITEM 69" for more info.
74	Equipment, options, accessories, and supplies complementary or incidental to the purchase of a turnkey or complete unit of the types described in Lines 70-72 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer a wide array of aftermarket upgrades and accessories including lighting, bumpers, compartment interiors, and apparatus body upgrades. See "TABLE 14A, LINE ITEM 69" for more info.
75	Services related to the offering of the solutions described in Lines 70-74, including installation, customization, remount, refurbishment, inspection, repair, maintenance, training, and support	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer refurbishment of apparatus bodies and pump systems and chassis. See "TABLE 14A, LINE ITEM 69" for more info.

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.	We offer repair and testing for all Fire Apparatus at our factory location. We have existing relationships with authorized service centers in every location where a customer exists. We have a portable pump test trailer for onsite pump testing. And we have 2 state-of-the-art pump testing stations at our factory capable of testing apparatus up to 5000gpm. We have an NFPA tilt table and in-ground scale at our factory location for testing roll stability and weight distribution. We have heavy truck lifts to allow mechanical work from below and body removal from the chassis. And we offer loaner apparatus for use when a new truck is being built or a customer experiences an unexpected long-term out-of-service scenario.
77	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	<p>SEE TABLE 14A, LINE ITEM 69</p> <p>PRICING METHOD Because of the unique “non-production” flow of each category, the following is priced on a time and material basis by the Service Team at Custom Fire. Chassis are sold at cost.</p> <p>BODY REPLACEMENT We are experienced in the refurbishment and replacement of all apparatus body types in compliance with NFPA. Refurbishment is priced at a time and material rate given the various nature of the project requirements. Body replacement follows pricing of a new apparatus body as well as chassis prep fees (wheelbase alterations, drivelines, frame cleaning, etc.) determined by need.</p> <p>PUMP MODULES We are experienced in the replacement of fire pump modules in compliance with NFPA. Pump modules follow the pricing of a new pumper as well as chassis prep fees (drivelines, frame cleaning, mounts, etc.) determined by need.</p> <p>CHASSIS REPLACEMENT We are experienced in the replacement of fire truck chassis in compliance with NFPA. In many cases, this is done in conjunction with body refurbishment or other services listed here.</p> <p>TANK REPLACEMENT We are experienced in the removal of existing tanks, preparation of apparatus body and chassis, and installation of new poly water tanks in compliance with NFPA. This includes replacement sub-frames, plumbing, and paint work as necessary.</p> <p>LIGHTING UPGRADES We are experienced in the removal of existing lighting, preparation of apparatus body, and installation of new DOT, FVMSS, Scene, and Optical Warning Devices in compliance with NFPA. This includes replacement wire harnesses, power distribution panels, and light heads.</p> <p>PUMP REPAIR/REPLACEMENT We are experienced in the replacement and installation of new fire pumps, foam systems, and auxiliary pump systems in compliance with NFPA. This includes replacement plumbing, PTO's, Drivelines, Valves, and Control Interface. This is priced on a time and material basis.</p> <p>PAINT WORK We have a 60' long down draft paint shop with heat curing and a full mixing booth for PPG paint. We have a body shop for routine repairs. And we are frequently called upon for extensive repairs in the event of accident or damage. We are annually audited, trained, and endorsed with the highest warranties in the industry. We are experienced in the full teardown of apparatus chassis and bodies and the replacement of parts. We have done everything from frame-off rebuilds, cab replacements, to apparatus body paint repair.</p>
78	Describe your compliance with US standards for the equipment and products offered in your proposal, including applicable federal and state requirements.	All Base Models comply with DOT, FVMSS, NHTSA, and NFPA-1901.
79	Describe your compliance with Canadian standards for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	We are ULC certified.

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - TABLE 11, LINE ITEM 56, PRICING.zip - Monday November 29, 2021 13:45:08
 - [Financial Strength and Stability](#) - Table 2 Line Item 11 - Custom Fire Bank Letter for sourcewell-mn.gov 11.29.21.zip - Monday November 29, 2021 16:10:01
 - [Marketing Plan/Samples](#) - Table 7 Line Item 35 Marketing Examples.zip - Monday November 29, 2021 14:38:36
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Standard Transaction Document Samples](#) - Table 10 Line Item 54 CustomFIRE Sample Contract.pdf - Monday November 29, 2021 16:03:04
 - [Upload Additional Document](#) - Additional Docs.zip - Monday November 29, 2021 16:15:40

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. - Wayde Kirvida, Sales Mgr, Custom Fire Apparatus, Inc.

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

Yes No

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

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

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