

**MASTER AGREEMENT #101525****CATEGORY: Used Fire Apparatus, Rescue, and Emergency Service Vehicle Solutions****SUPPLIER: Brindlee Mountain Fire Apparatus, LLC dba Firetrucks Unlimited, LLC; Company Two Fire**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Brindlee Mountain Fire Apparatus, LLC dba Firetrucks Unlimited, LLC; Company Two Fire, 15410 US Highway 231, Union Grove, AL 35175-8541 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on December 16, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (RFP #101525) to Participating Entities. In Scope solutions include:
 1. Sourcewell is seeking proposals for Used Fire Apparatus, Rescue, and Emergency Service Vehicle Solutions, including:
 - a. The sale, purchase, brokerage, and consignment of used:
 - i. Firefighting apparatus and fire service vehicles, of all types; and,
 - ii. Ambulance and emergency medical service vehicles, of all types.
 - b. Equipment, options, accessories, and supplies complementary to the purchase of a turnkey or complete unit of the types described in Sections 1. a. i. – ii. above.
 - c. Services related to the offering of the solutions described in Sections 1. a. - b. above, including installation, customization, inspection, transport or delivery, repair, maintenance, training, and support.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R. § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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 comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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 Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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 Agreement it will comply with applicable requirements as referenced above.

vi) **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.

vii) **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).

viii) **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.

ix) **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.

x) **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.

xi) **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 Agreement 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.

xii) **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.

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

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a 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 Agreement or any purchase by an authorized user.

xv) **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 Agreement or any purchase by a Participating Entity.

xvi) **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.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement 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.

xviii) **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.

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

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

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions 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 Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **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, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) 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.

ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement 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.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue

for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **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 Agreement.
 - \$1,000,000 each occurrence Bodily Injury and Property Damage
 - \$1,000,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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 Agreement 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

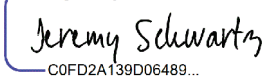
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Brindlee Mountain Fire Apparatus, LLC dba
Firetrucks Unlimited, LLC; Company Two Fire

Signed by:


C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 12/15/2025 | 3:27 PM CST

Signed by:


C3E101A801F34E1...

By: _____

Dan Arant

Title: Sales Manager

Date: 12/15/2025 | 11:55 AM CST

101525 - Used Fire Apparatus, Rescue, and Emergency Service Vehicle Solutions

Vendor Details

Company Name: Brindlee Mountain Fire Apparatus, LLC
Address: 15410 US Hwy 231
Union Grove, AL 35175
Contact: Dan Arant
Email: darant@firetruckmall.com
Phone: 720-630-3501
HST#: 63-1281979

Submission Details

Created On: Wednesday August 27, 2025 09:54:27
Submitted On: Monday October 13, 2025 14:42:43
Submitted By: Dan Arant
Email: darant@firetruckmall.com
Transaction #: 9ca518f6-c32a-4feb-938f-bbb3f46d66b2
Submitter's IP Address: 147.243.246.16

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Brindlee Mountain Fire Apparatus, LLC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Firetrucks Unlimited, LLC; Company Two Fire	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 44JT4	*
5	Provide your NAICS code applicable to Solutions proposed.	NAICS: 423110, 336390, 336120, 811310	
6	Proposer Physical Address:	15410 US Highway 231, Union Grove, Alabama 35175-8541	*
7	Proposer website address (or addresses):	http://www.firetruckmall.com http://www.firetrucksunlimited.com http://www.companytwofire.com	*
8	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):	Dan Arant, Sales Manager, darant@firetruckmall.com, 256-469-2714 Mail: 15410 US Highway 231, Union Grove, Alabama 35175-8541	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Dan Arant, Sales Manager, darant@firetruckmall.com, 256-469-2714 Mail: 15410 US Highway 231, Union Grove, Alabama 35175-8541	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Nate Smith, President, nsmith@firetruckmall.com, 434-229-9715 Mail: 15410 US Highway 231, Union Grove, Alabama 35175-8541	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Founded in 2001, Brindlee Mountain Fire Apparatus (BMFA) has grown from a small, service-minded operation into the largest and most trusted name in the used fire apparatus industry. For more than 24 years, the company has been dedicated to a single mission: to be excellent in every aspect of buying, selling, fixing, and refurbishing used fire trucks.</p> <p>Today, Brindlee Mountain Fire Apparatus sells more than 550 fire trucks annually, serving departments across the United States and around the world. This success is built on the company's unwavering commitment to its core values:</p> <p>Service – Supporting fire departments with the same dedication they give their communities.</p> <p>Excellence – Striving to exceed expectations in quality, reliability, and customer experience.</p> <p>Integrity – Doing the right thing in every transaction, relationship, and repair.</p> <p>Gratitude – Honoring the trust placed in us by firefighters and communities everywhere.</p> <p>From its headquarters in Union Grove, Alabama, the company continues to lead the industry with a passion for helping fire departments maximize their resources, extend the life of their apparatus, and ultimately serve their communities more effectively.</p>	*
12	What are your company's expectations in the event of an award?	BMFA has a mission of being excellent in every aspect of buying, selling, fixing, and refurbishing used fire trucks world-wide. This proposal seeks to showcase a thorough offering of products and services allowing both career and volunteer fire departments the ability to source quality used apparatus for a fraction of the cost, and lead-times, of new apparatus. BMFA expects to assist all Sourcewell Participating Entities with the ability to procure these products and services through this trusted procurement vehicle. Further, BMFA expects the annual value of used apparatus sales to increase due to ease and transparency in the marketplace.	*
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	In 2025 Brindlee Mountain will celebrate its 24th anniversary, celebrating over two decades of consistent infrastructure, employee, and revenue growth. BMFA proudly owns the largest inventory of used-apparatus in the Western Hemisphere, owing to its strong financial position. Being a private company, the financial data are confidential. To that end, please see attached letter of recommendation and financial strength from Pinnacle Bank.	*
14	What is your US market share for the Solutions that you are proposing?	While no full market share data exists, Brindlee Mountain Fire Apparatus is the largest buyer and seller of used fire trucks by volume in the US. BMFA serves a specific niche in the fire apparatus industry by focusing on the used market and estimates its market share to be greater than 50%.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Similar to the US market data, limited data is available in the Canadian used market space. BMFA is the largest buyer of used Canadian fire trucks by volume, however, a reliable estimate is unavailable.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	BMFA has never entered bankruptcy.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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?	a) Holistically, Brindlee Mountain operates as a used fire apparatus dealer, buying used products that have been manufactured by other fire apparatus manufacturers, adding value to those products in the form of upgrades and/or refurbishments, and selling those products to end-users inside and outside the fire industry. Similar to used automobile dealers, Brindlee Mountain does not require authorization from the original fire apparatus manufacturer to conduct business. b) Additionally, a large division of Brindlee Mountain operates as a Service center providing a menu of services for Fire Departments. These services, described in greater detail within this proposal, commonly include: annual planned maintenance, pump tests, mobile service, collision repair, and heavy refurbishment. These services are provided directly by Brindlee Mountain employees and/or wholly owned subsidiaries. In certain situations, Participating Entities will elect to have services provided by Brindlee Mountain authorized independent dealers.	*
18	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.	Brindlee Mountain Fire Apparatus and affiliates employ 49 technicians certified as Emergency Vehicle Technicians (EVT) and/or National Institute of Automotive Service Excellence Technicians (ASE). These certifications distinguish BMFA against its peers in the used apparatus marketplace, representing the largest center of expertise nationally.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	To our knowledge there are no relevant industry awards available to Used Fire Apparatus Dealers. However, Brindlee Mountain would highlight its 24 years of experience, which is regularly called upon by insurance adjusters, industry publications, tradeshow programmers, and others to provide marketplace expertise for a variety of reasons. In fact, BMFA was asked to present the FDSOA Fleet Manager of the year Award in 2024 highlighting the trust and expertise BMFA brings to the fire industry.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Municipal and Volunteer Fire Departments remain the largest customer base for Brindlee Mountain Fire Apparatus within the local government sector, followed by the United States Navy in the federal government sector. Many of these customers are also Sourcwell Participating Entities. From 2022 - 2025 BMFA estimates 75% of our business was with governmental organizations.	*
22	What percentage of your sales are to the education sector in the past three years?	Brindlee Mountain does also conduct business within the education sector, represented by colleges, universities, and/or fire college programs. From 2022 - 2025 BMFA estimates less than 5% of our business was within the education sector.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	BMFA has been awarded used fire apparatus contracts through: Sourcwell, Canoe (Canada), NPPGov, and LAMATS. These contracts began in the summer of 2020. From 2022 - 2025, the total sales volume for each of these agreements is as follows: Sourcwell: \$11,167,116 Canoe: \$740,250 NPPGov: \$931,958 LAMATS: \$224,000	*
24	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	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Big Sky Fire Department, MT	Stephen Pruiett	1-406-995-2747	*
Wythe County Fire Department, VA	Chuck Parnell	1-276-223-3302	*
Edisto Beach Fire Department, SC	Denney Conley	1-843-869-2505	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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

Line Item	Question	Response *	
26	Sales force.	Brindlee Mountain Fire Apparatus and Subsidiaries employ a full-time sales team of 27 individuals with over 275 years of experience in the Fire and EMS Industry. All personnel specialize in their respective fields of Apparatus Sales, Service Sales, Heavy Collision and Refurbishment Sales, Ambulance Remount Sales, Leasing Sales, and Purchasing Sales. BMFA has leveraged this experience to bring industry leading support to its customer base in all 50 US States and 10 Canadian provinces, as well as a number of international customers on 5 continents fulfilling one of our core operating principles in "Creating Customers for Life."	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Over the past 24 years, Brindlee Mountain Fire Apparatus and Subsidiaries have created a strong network of relationships in the Fire Industry with both new and used dealers across all of North America. These relationships allow fire departments in every state and Canadian province the ability to have needs met when it comes to buying, selling, or servicing used apparatus. Relationships with new and used dealers allow fire departments a viable pathway to trade-in used apparatus towards the cost of new orders, have access to warranty and standard service work after purchasing used apparatus from Brindlee Mountain, and even purchased used apparatus through the Fire Truck Finder network. A list of current authorized resellers are available upon request and have been submitted with this bid response.	*
28	Service force.	Brindlee Mountain Fire Apparatus and Subsidiaries proudly employ nearly 100 technicians across 4 campuses in the US. These experts represent a total of 331 certifications including 7 Master EVT certifications and 3 Master ARFF certifications allowing BMFA to offer industry leading work world-wide. BMFA technicians have been deployed on 4 continents on behalf of its customer base, performing skilled service, refurbishment, collision repair, fabrication, and remount services.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>All orders are handled by Brindlee Mountain Fire Apparatus, Subsidiaries or Authorized Resellers (as mentioned in Line 27). Note: where authorized resellers are concerned, a BMFA representative is present and engaged in the order process.</p> <p>The fire apparatus selling process is structured to prioritize the needs of the customer, ensuring a comprehensive range of options within a transparent environment. Any unit within our owned inventory may be reserved for a period of up to two weeks to accommodate departmental travel arrangements for on-site inspection. For these inspections, our organization provides airport transportation, lodging, and meals, with the purchaser responsible only for airfare. For customers who wish to purchase apparatus site-unseen, avoiding the time/cost of inspections, Brindlee Mountain will deliver the apparatus to the customer in a mutually agreed upon condition and provide the customer a 7-day acceptance period for inspection and testing. If the customer finds the apparatus does not meet the mutually agreed upon condition, the apparatus can be returned for a full refund.</p> <p>Following the inspection, the reserved apparatus may be held for an additional ten (10) days to allow sufficient time for the department to obtain the necessary internal approvals required to execute a purchase agreement.</p> <p>Standard pricing for inventory apparatus includes all applicable operational testing (e.g., pump testing, aerial testing), chassis servicing, completion of a designated repair list, and coverage under a major component warranty. Departments are granted full authority to identify and document additional repair items during their inspection.</p> <p>Upon execution of the sales agreement, our service team commences the repair list in accordance with the agreed scope. Final payment is due upon completion of the designated work, at which point delivery of the apparatus will be coordinated.</p> <p>For departments looking to sell their apparatus to Brindlee Mountain, a specification sheet is provided to the department by a BMFA purchase representative. After the specifications and photos have been returned to BMFA, the representative will review Brindlee Mountains' 24 years of comparable sales data (though the latest 2 years of transactions are most relevant), and will provide the department a written, guaranteed purchase offer. This purchase offer specifies any terms and conditions of the purchase (pump test, tire condition, rust disclosure, etc).</p> <p>For Service work or Heavy Refurbishment, the customer will work directly with Brindlee Mountain's Operational Leadership team in order to collect the desired scope of work for quoting purposes. At the time of quote, the customer will be provided cost and delivery timeline expectations. All work can be completed at any Brindlee Mountain, Subsidiary, or Authorized dealer location and will be disclosed and approved in advance by the customer. The customer always retains the right to choose the location of any service or refurbishment work.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>As a core operating principal Brindlee Mountain Fire Apparatus seeks to "Create Customers for Life" by prioritizing the "Right Thing Over Revenue." Its nearly 20,000 used apparatus bought, sold, brokered, and fixed over 24 years speaks to the reputation of trust and integrity Brindlee Mountain has worked to build.</p> <p>As a practice, customer service is ingrained in every employee, from technician to sales person. Brindlee Mountain does not outsource or offshore customer service. Our phones are staffed by local BMFA employees 8am - 5pm CST Monday - Friday. Every customer that interacts with a Brindlee employee will expect to feel seen, heard, and cared for. If there is ever a complaint, issue, or problem that needs to be addressed customers have the option to call our office directly, email our CEO directly (a link is provided in every employee signature line), or personally stop by any of our locations for a meeting. All transactional information between Brindlee Mountain Fire Apparatus is stored and catalogued in a powerful, cloud-based ERP system in order ensure security, accuracy, and completeness.</p> <p>When inquiring on information related to used apparatus, employees are measured against a same day response (during business hours) or 12-hour maximum response time (for overnight truck inquiries). Additionally, general inquiries are routed to multiple employees rather than individuals ensuring maximum visibility for customer requests.</p> <p>Finally, warranty claims are handled in-house and fulfilled directly by Brindlee Mountain Fire Apparatus. There are no 3rd party warranty policies.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>Since becoming a Sourcewell participating entity in 2021, Brindlee Mountain has provided over \$11,00,000 of value in used apparatus, refurbishment and service work to other Sourcewell participating entities. BMFA stands willing and able to continue providing value across the entirety of its product lines to all Sourcewell participating entities.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Similar to the US Market mentioned in Line Item 31, Brindlee Mountain stands willing and able to continue providing value across the entirety of its product lines to all Sourcewell participating entities.</p>	*

33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	There are no geographic restrictions.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	There are no account types of participating entities that will not have full access to our solutions.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific requirements or restrictions that would apply to participating entities in Hawaii, Alaska, or the US Territories. BMFA has happily and successfully conducted business for these entities.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes. Brindlee Mountain Fire Apparatus will extend terms of any awarded master agreement to nonprofit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>There are multiple channels by which Brindlee Mountain has effectively marketed its previous Sourcewell contract, helping participating entities purchase over \$11,000,000 in used fire apparatus the past 3 years alone.</p> <p>1. Employee Training - word of mouth has proven to be the most effective channel by which Brindlee Mountain has helped participating entities procure its products and services. The municipal procurement process can be tedious and time consuming and all Brindlee Mountain Fire Apparatus, Subsidiaries, and Authorized Dealers are well versed and trained on how to educate and help participating entities utilize Sourcewell to satisfy their local bid requirements and ensure the lowest price for products and services.</p> <p>2. Website and Social Media - Brindlee Mountain has created a landing page on its main website, helping educate participating entities on the value of utilizing Sourcewell. That landing page is: https://www.firetruckmall.com/CooperativePurchasing. Additionally blog posts and social media posts often highlight case studies of participating entities who have effectively utilized Sourcewell in procuring Brindlee Mountain products and services.</p> <p>3. Tradeshow - participating entities can feel confident visiting Brindlee Mountain Fire Apparatus' booth at national trade shows and having conversations on procuring products and services through Sourcewell. Often, when Sourcewell is also displaying booth space at shows, BMFA has the opportunity to walk with customers to the Sourcewell booth for deeper conversation.</p>	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Brindlee Mountain proudly leverages a world-class, in-house Marketing Team that promotes its products and services across every viable marketing platform today. From paper magazine advertisements to Social Media platforms and podcasts, it is rare that the BMFA brand be unrecognized in the used marketplace. Across all these media, a customer is pointed to our main channel, FireTruckMall.com, which has consistently ranked as the number one website across relevant search terms for well over a decade. Finally, the FireTruckFinder tool, established and managed by BMFA, is embedded in nearly 70 websites across the fire industry providing participating entities even more ways to find value for their departments and procure our products and services at affordable costs.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>It is expected that Sourcewell would continue to effectively promote all meaningful contracts that benefit the participating entities within the fire service. This should continue to be done via web portals, word of mouth, trade-shows and the like.</p> <p>Brindlee Mountain, Subsidiaries, and Authorized Dealers will continue to promote the value of Sourcewell to participating entities as they have been trained. The effectiveness (and benefit to participating entities) of this training thus far is seen in the over \$11,000,000 of procured apparatus through Sourcewell in the last three years alone.</p>	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes. All products and services from Brindlee Mountain have some component of e-procurement options, particular buying or selling used apparatus via our website at FireTruckMall.com. Though most customers prefer a hands-on, in-person approach to buying, inspecting, etc - Brindlee Mountain can accommodate virtual transactions. The customer journey begins with request or submitting information via one of BMFA's online forms, communication can continue via email, video calls, or SMS communication, and can conclude via e-signature and payment portals.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
41	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.	No specialized training is needed or required for participating entities to fully utilize the proposed services.	*
42	Describe any technological advances that your proposed Solutions offer.	Brindlee Mountain Fire Apparatus has maintained a leadership role within the fire industry for well over a decade. A consistent focus and investment in systems and technology is at the heart of that success. BMFA regularly provides advice and counsel to other major players within the industry.	*
43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Repurposing previously owned fire apparatus is the key and most fundamental component of our business model. A refurbished fire apparatus will perform more environmentally friendly. BMFA also continually seeks more efficient methods of refurbishing and remounting apparatus so that fire departments extend the useful life of its fleet. That extension not only conserves financial resources, but can lower their carbon footprint.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	BMFA adheres to the standards issued by the EPA, OSHA, and applicable state agencies. BMFA has not pursued any 3rd party eco-labels.	*
45	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?	BMFA holds the honor of facilitating more used fire truck sales than any other company worldwide. BMFA places the highest value on building and maintaining relationships both with our buyers and with new fire truck dealers - who are our largest source of used fire trucks for our inventory. BMFA's proposed solutions use the most current digital marketing and technology available today. All of this create value for each of the Sourcewell participating entities.	*
46	Describe how your solutions meet United States fire related standards, such as NFPA, for the equipment and products offered in your proposal, including applicable federal and state requirements.	BMFA adheres to the standards issued by the EPA, OSHA, and other applicable state agencies. During the refurbishment process, BMFA ensures the apparatus meets the NFPA standards, and other applicable standards, for the year the apparatus was built.	*
47	Describe how your solutions meet Canadian fire related standards such as NFPA, and CAN/ULC S515 for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	BMFA adheres to the standards issued by the Canadian government and other applicable provincial agencies. During the refurbishment process, BMFA ensures the apparatus meets the NFPA standards, and other applicable standards, for the year the apparatus was built.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
48	Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable.	*
49		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable.	*
50		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable.	*
51		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable.	*
52		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable.	*
53		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable.	*
54		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable.	*
55		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable.	*
56		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable.	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
57	Describe your payment terms and accepted payment methods.	<p>For the purchase of an apparatus a 50% deposit is required upon signing with the remaining balance due at the time of pickup or delivery. Full pre-payment of an apparatus allows for a prepayment discount.</p> <p>For apparatus leasing, the first month lease is due prior to delivery.</p> <p>For Heavy Service work, a 50% deposit is required upon signing with the remaining balance due after final inspection.</p> <p>For Refurbishment, a 50% deposit is due upon signing with the remaining balance due after final inspection.</p> <p>Accepted methods of payment: Check, ACH, Wire Transfer</p>	*
58	Describe any leasing or financing options available for use by educational or governmental entities.	Brindlee Mountain Fire Apparatus regular provides leasing opportunities on all types of apparatus. Pricing is provided in this response in the Pricing Table and typically follows the market costs of luxury vehicles from rental agencies.	*

59	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Brindlee Mountain utilizes three (3) standard transaction documents: Sales Agreement, Purchase Agreement, and Broker Agreement (see attached sample documents to this proposal - Service and Refurbishment documents are custom in their scopes of work). The terms of these agreements describe applicable costs, payment terms, warranties, limits of liability, terms of purchase, terms of apparatus condition, and the like.	*
60	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes - this is accepted at no additional cost.	*
61	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.	Brindlee Mountain Fire Apparatus provides value-rich products and services across 5 main categories: Sale or Lease of used apparatus, Purchase of used apparatus, Service of used apparatus, Collision repair of used apparatus, and Refurbishment of used apparatus. In the detailed attachment submitted to this proposal you will find information regarding both the list price and the Sourcewell discounted pricing available to participating entities.	*
62	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.	Brindlee Mountain Fire Apparatus is pleased to offer highly competitive pricing rates and discounts to the Fire Industry at large, and Sourcewell participating entities specifically. Pricing discounts can be applied to all products and services. Discounts vary across product lines and are detailed in the attached pricing matrix submitted with this proposal.	*
63	Describe any quantity or volume discounts or rebate programs that you offer.	Due to the non-standard nature of used fire apparatus discounted rates off retail price are available as a part of pricing negotiations. Fixed discounts are attached to full-prepayment of an apparatus purchase and are dependant upon final sale price. Volume discounts are available when a participating entity elects to broker multiple units through the BMFA broker service and is described in further detail on the uploaded Customer Pricing document.	*
64	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.	For sourced products (typically parts and equipment installed on used apparatus during Service, Collision, or Refurbishment work), Brindlee Mountain Fire Apparatus will provide a line-itemed quote detailing a "cost + percentage + Sourcewell Participating Entity discount" for each item. Further details can be see in the attached pricing matrix submitted with this proposal.	*
65	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.	When purchasing a used apparatus from BMFA, freight or shipping charges are often included in the agreement (but will be documented if not included). Other items typically not covered in the pricing of this response include: Travel for inspection (Brindlee Mountain asks the participating entity to purchase airfare or rental car only. All meals, lodging, and local transportation are covered by BMFA). When leasing a used apparatus from BMFA, the participating entity is required to cover standard maintenance and insurance during the lease period. The Participating Entity can select the provider of their choosing. When selling a used apparatus to BMFA, the Participating Entity will agree to standard terms requiring they provide BMFA a current Pump or Aerial test (where applicable), DOT compliant tires (where applicable), and proof of rust condition or ultrasound test (where applicable). These elements are not included or covered by Brindlee Mountain Fire Apparatus. Other elements may also not be included in the pricing submitted in this proposal, yet will be disclosed to the Participating Entity and mutually agreed upon before contract finalization on any product and/or service.	*
66	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	As a standard practice, the costs of logistics are the responsibility of the Participating Entity for lease transactions only. The Participating Entity may elect to use a logistics company of their choosing. Unless otherwise stated, and mutually agreed upon, BMFA will cover the cost of logistics for all other products and services.	*

67	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Unless otherwise stated, and mutually agreed upon, BMFA will cover the cost of logistics for Alaska, Hawaii, Canada, or any offshore delivery. BMFA has proudly sold and delivered to all 50 US States, all Canadian provinces, and most US Territories utilizing its approved network of logistics and customs-broker vendors.	*
68	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The unique nature of Apparatus size (height, length, weight, etc) often require specialized transport equipment to haul safely and effectively. BMFA is proud to partner with Industry leaders who specialize in unique transportation. BMFA covers the cost of logistics (unless otherwise stated and mutually agreed upon).	*
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Having been a previously awarded Sourcewell entity, BMFA will continue to deploy its currently effective self-audit process. BMFA utilizes a market-leading CRM program that allows all contracts to be tracked in real-time. Specifically, BMFA categorizes each transaction as a "Sourcewell Agreement" for ease of tracking and reporting. This allows the BMFA representatives the ability to ensure proper discounted pricing is applied to Participating Entities. As an additional redundancy, both BMFA and Participating Entities are required to document their Sourcewell contract numbers on BMFA agreements allowing BMFA finance teams and contract specialists to audit the agreement pricing, ensuring compliance.	*
70	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Utilizing its industry-leading CRM, Brindlee Mountain will be able to track and report on metrics that include, but are not limited to, the number of agreements utilizing the Sourcewell contract as compared against all agreements, the number of agreements that would only have been solidified via using a Sourcewell award, and the term over term growth of Sourcewell agreements (both in units and revenue size) as compared to a baseline.	*
71	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Brindlee Mountain Fire Apparatus proposes an Administrative fee of a stated percentage and a not to exceed cap, as documented within the attached pricing document uploaded with this proposal.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
72	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Brindlee Mountain Fire Apparatus continuously monitors market rates for all products and services and consistently offers pricing at or below competitors, often before a Sourcewell Participating Entity discount is even applied. Our mission is to be excellent in every aspect of buying, selling, and fixing used fire apparatus and that includes aggressively working within the budget constraints in service to the first responder community.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
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73	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>USED APPARATUS PURCHASES / SALES: BMFA is exclusively a used apparatus dealer that offers a full variety of used fire apparatus from all manufacturers. Participating entities have the ability to purchase a used fire apparatus by any manufacturer, based on their needs and preferences. BMFA has earned a reputation of providing excellent products and service over a 24+ year history.</p> <p>BMFA is also a broker on behalf of other sellers. BMFA only charges the seller of brokered apparatus if a buyer is successfully connected to the seller. BMFA tends to own anywhere from 150-200 apparatus at any given time. When brokered apparatus are included, BMFA markets over 1300 used fire trucks!</p> <p>BROKERED APPARATUS = Apparatus listed on behalf of another selling entity INVENTORY APPARATUS = Apparatus owned by BMFA or its subsidiaries.</p> <p>APPARATUS RENTAL / LEASE: BMFA rents fire trucks. Apparatus of all types (i.e., pumpers/engines, tankers, ARFFs, rescue trucks, ambulances, etc.) are available for rent. Renting a fire truck is useful to provide budget flexibility or to provide fire protection service on a temporary basis. This most often occurs when a fire department has an apparatus out of service due to maintenance issues and/or a collision event. Both short-term and long-term rental contracts are available. BMFA expects to pay a contract administration fee on rental transactions of 10% of lease payments when collected with a maximum payment of \$2000 on any single lease agreement.</p> <p>BUY-BACK PROGRAM: BMFA is willing to provide a guaranteed custom quote to purchase a truck at multiple intervals in the future. This quote can be created prior to apparatus construction based on the build sheet and expected annual mileage / condition, or at any point after the apparatus is placed in service. This guaranteed offer can greatly impact a city council, county commission, or other buying entity in preparing for future apparatus purchases. For fire departments, this program helps departments sustain their fleet replacement plans. Offers are based on Current Market Data and may be impacted by truck specifications, estimated condition, and mileage.</p> <p>REFURBISHMENT: Refurbishment of a fire department's existing apparatus can add a significant number of years to the life of an apparatus for a fraction of the cost to replace the apparatus with a new one. Refurbishment capabilities include, but are not limited to: engine rebuilds / replacements, transmission rebuilds / replacements, pump rebuilds, new paint, upholstery repairs / replacement, lighting upgrades, component additions (ie., new generators, light towers, etc.), body repair, etc.</p> <p>COLLISION REPAIR: Fire apparatus, like any other vehicles, are prone to being involved in accidents. BMFA has a full collision shop with the capability to complete the following repairs: frame, subframe, plumbing, body paneling assessment and fabrication, compartment doors, etc.</p> <p>FIRE APPARATUS AND AMBULANCE REMOUNTS: An existing fire body (from a fire apparatus) or ambulance body can be removed and remounted onto a new, or newer, chassis. Upgraded electrical, hardware, paint, and graphics can be utilized to update the existing body and greatly extend its life expectancy.</p> <p>PUMP TEST: BMFA, and its subsidiaries and affiliates, are fully capable of completing an annual pump service test to ensure that the pump, engine, transmission, and electrical systems of an apparatus are in proper working condition.</p> <p>U.S.D.O.T. INSPECTION: BMFA is capable of conducting D.O.T. inspections, per Federal Motor Carrier Safety Administration guidelines. Full inspection reports and the production of the annual vehicle inspection labels are included.</p> <p>APPARATUS ACCESSORIES: BMFA, and its subsidiaries and affiliates, are capable of providing affixed equipment options, such as cascade systems, light towers, generators, etc. With the purchase of an inventory apparatus, BMFA guarantees a full complement of ground ladders, hard suction, and caps for intakes and discharges where applicable. BMFA, however, does not provide loose equipment such as hose, pike poles, extrication equipment, and other loose tools.</p>
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74	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Firefighting Apparatus and Fire Service Vehicles	*
75	Describe available installation, customization, or inspection services.	BMFA has the technical capability to complete any installation, customization, or upgrade to an existing fire apparatus, producing a more effective and efficient apparatus. Each of these modifications is completed within the applicable OEM guidelines and standards of the year the apparatus was manufactured.	*
76	Describe available transport or delivery services.	BMFA routinely utilizes third-party agents for the transportation / delivery of apparatus. Each vendor has been thoroughly vetted and has a history of providing quality service and fair pricing, while maintaining up-to-date industry-specific knowledge. Carriers are fully insured and responsible for providing any appropriate permits for this transportation.	*
77	Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic regions covered.	With the purchase of an apparatus from the inventory that BMFA, and its subsidiaries own, a major component warranty is offered. The warranty is designed to cover repairs to the major components of an apparatus if the repair reaches \$3000 or more. The warranty covers parts, labor, and any applicable travel costs for a vendor near the buyer's location. The buyer can select the vendor they prefer, or allow one to be chosen on their behalf. Each warranty has a maximum payout. The maximum, or cap, warranty payout varies per transaction, but commonly ranges from \$10,000 to \$20,000. There are no restrictions for warranty coverage based on geographic location of the buyer.	*

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
78	The sale, purchase, brokerage, and consignment of used firefighting apparatus and fire service vehicles, of all types	<input checked="" type="radio"/> Yes <input type="radio"/> No	BMFA offers the purchase, sale, and/or consignment (brokerage) of any fire apparatus, regardless of type or manufacturer.	*
79	The sale, purchase, brokerage, and consignment of used ambulance and emergency medical service vehicles, of all types	<input checked="" type="radio"/> Yes <input type="radio"/> No	BMFA offers the purchase, sale, and/or consignment (brokerage) of any ambulance or other emergency medical response vehicle, regardless of type or manufacturer.	*
80	Equipment, options, accessories, and supplies complementary to the purchase of a turnkey or complete unit of the types described in 78 - 79	<input checked="" type="radio"/> Yes <input type="radio"/> No	While loose equipment, such as fire hose, extrication equipment, ambulance stretchers, etc., are not available for purchase, BMFA is willing to include the purchase of loose equipment from third-party vendors in order to create a turnkey experience for the buyer.	*
81	Services related to the offering of the solutions described in 78 - 79 above, including installation, customization, inspection, transport or delivery, repair, maintenance, training, and support	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Modification / customization of fire apparatus and ambulances is available. Complete inspection of apparatus, completion of needed repairs, completion of needed maintenance, and delivery are available.</p> <p>Training, however, is not available. BMFA willing to schedule, on behalf of the buyer, training by the appropriate manufacturer or their licensed dealership.</p>	*

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Pricing and Admin Fee.zip - Friday October 10, 2025 10:18:50
 - [Financial Strength and Stability](#) - Pinnacle Letter.pdf - Wednesday October 01, 2025 15:22:41
 - [Marketing Plan/Samples](#) - Marketing Plan.zip - Thursday October 02, 2025 16:23:37
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Contract Templates.zip - Thursday October 02, 2025 16:28:47
 - [Requested Exceptions](#) - RFP_101525_Used_Firefighting_Vehicles_Master_Agreement.docx - Monday October 13, 2025 13:50:32
 - [Upload Additional Document](#) - Sourcewell Independent Dealers_BMFA (1) (1).pdf - Monday October 13, 2025 13:50:41

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. 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, 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. - Daniel Arant, Sales Manager, Brindlee Mountain Fire Apparatus, LLC

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

☐ 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
There have not been any addenda issued for this bid.		