



MASTER AGREEMENT # 082025
CATEGORY: Firefighting Apparatus and Fire Service Vehicles
SUPPLIER: W.S. Darley & Co.

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 W.S. Darley & Co., 920 Kurth Road, Chippewa Falls, WI 54729 (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 8, 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 #082025), Category 1: Structural Apparatus and Comprehensive Solutions, to Participating Entities. In Scope solutions include:
- a. **Category 1: Structural Apparatus and Comprehensive Solutions**, including, but not limited to:
- i. Pumper trucks, aerial trucks, tanker/tender or water supply trucks, and quints;
 - ii. Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in i. above;
 - iii. Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in i. – ii. above; and,
 - iv. **Category 1** responders **MAY** include **complementary** Specialty Apparatus and Equipment and Brush and Wildland Urban Interface (WUI) Apparatus solutions in their response.
- 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 Sourcwell 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 Sourcwell 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 Sourcewell 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.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 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**

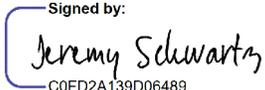
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

W.S. Darley & Co.

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 12/5/2025 | 4:52 PM CST

DocuSigned by:

 E7BF6A1DE86C46A...
 By: _____
 Kyle Darley
 Title: Vice President Tactical Division
 Date: 12/5/2025 | 1:38 PM PST

RFP 082025 - Firefighting Apparatus and Fire Service Vehicles

Vendor Details

Company Name: W.S. Darley & Co.
Does your company conduct business under any other name? If yes, please state: IL
Address: 325 Spring Lake Drive
Itasca, IL 60143
Contact: James Long
Email: jameslong@darley.com
Phone: 630-735-3500 x332
Fax: 630-735-3560
HST#: 36-0976610

Submission Details

Created On: Tuesday August 19, 2025 08:39:44
Submitted On: Wednesday August 20, 2025 13:05:08
Submitted By: Kyle Darley
Email: kyledarley@darley.com
Transaction #: 601a2091-c103-436e-8d06-c34e5c2e454b
Submitter's IP Address: 147.243.245.20

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.	W.S. Darley & Co.
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).	None
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage - 15852, SAM UEI TENRPZGMAGJ6
5	Provide your NAICS code applicable to Solutions proposed.	922160
6	Proposer Physical Address:	920 Kurth Road, Chippewa Falls, WI
7	Proposer website address (or addresses):	www.Darley.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):	Kyle Darley - Vice President Tactical Division - 920 Kurth Road, Chippewa Falls, WI 54729 - (715) 225 -2611
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kyle Darley - Vice President Tactical Division - 920 Kurth Road, Chippewa Falls, WI 54729 - (715) 225 -2611
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Peter Darley Executive Vice President - 325 Spring Lake Drive - Itasca, IL 60143- Peterdarley@darley.com - 708-902-0009

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>Darley is one of the oldest and most recognizable names in the fire industry. Our mission is to passionately serve the world's first responder and tactical communities by providing high quality, safe and innovative products with unmatched commitment and service. Established in 1908, by William S. Darley, the family owned and operated company continues through four generations. The company is well known for its fire equipment catalog which has graced fire stations in all 50 states and Canada for over a century. Our supply chain spans over 65,000 sku's from 2500 suppliers including equipment for rescue, water flow, hazmat, pumps, vehicles, suppression, ventilation, thermal imaging, wildland, SCBA, PPE and EMS. We currently have \$28 million of inventory onhand in order to provide products when our customers need it. Darley saw the potential of the internet in the 1990's and launched our first ecommerce website, eDarley.com, in July of 1999. This served as a digital version of our 300-page print catalog and gave customers the ability to place orders 24/7. We were one of the first companies in our industry to offer this level of website functionality. A competitive advantage for Darley is we operate both as a distributor of equipment plus and an ISO 9001 manufacturer of fire pumps, skid units and vehicles. Darley has been a proven contractor to the federal government recognized with three Army/Navy E Award for excellent in pump manufacturing during World War. Our largest customer today is the Defense Logistics Agency (DLA) where we hold several major contracts including TLS Fire and Emergency Equipment Services (F&ESE), Special Operational Equipment (SOE) and FMS Medical. As a partner with the federal government, we are held to the highest standards of quality, reporting, compliance and on time delivery accuracy. At the heart of Darley as our Core Values which include:</p> <p>Integrity -We will act in an honorable and ethical manner. We will do the right thing. We will do what we say we are going to do. Passionate Customer Focus -We will serve customers in a prompt and fair manner while exceeding their expectations. Relationships Based on Respect-We will foster relationships built on trust, mutual respect and solid family values. Teamwork, Empowerment, Inclusion and Development -We will cultivate an environment of teamwork, diversity and empowerment. We will develop leaders and encourage personal and professional growth. Innovation -We will develop innovative solutions and drive technology. Celebration -We will take time to recognize employe efforts and celebrate our Team Darley victories. We will work hard, have fun, and make a difference</p>	*
12	What are your company's expectations in the event of an award?	<p>Darley expectations in the event of an award are to provide the best possible service and customer experience. We take pride in serving those who serve which means: speed, great communication, and healthy relationships with both vendors & customers. Our goal is to earn your trust and the trust of the customer. We have built our business on delivering and doing what we say we will do; we have been doing it for over 100 years.</p>	*
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.	<p>Summary Financial Statements are attached in the document section.</p>	*
14	What is your US market share for the Solutions that you are proposing?	<p>Darley's 2025 sales of fire service products will be approximately \$100m. Fire apparatus will make up approximately 10%-20% of these sales.</p>	*
15	What is your Canadian market share for the Solutions that you are proposing?	<p>We do not sell fire apparatus in CA.</p>	*
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 Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	<p>Not Applicable</p>	*

17	<p>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).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Darley is able to provide one of the widest selections of fire equipment to Sourcewell customers because we are both a manufacturer and distributor. We pride ourselves as being a solutions provider that can source items from wide network of manufacturers well beyond the offering on our website. Distributed products include but are not limited to tools such as pike poles, axes, sledge hammers, halligan bars, bolt cutters, tool kits, shovels, rakes, bars, mpunting brackets, saws, air tools, vehicle extrication, Electric Vehicle safety, struts, cribbing, lifting air bags, rescue clothing, rope, rescue rigging hardware, tripods, stretchers and medical kits. Water flow options include nozzles, monitors, water tanks, reels, strainers, hose testers, flow meters, hose, valves and adapters. Other distributed items falling under the scope of this contract are PPE fans, thermal imaging cameras, gas detection, ladders, decon systems, foam and foam systems. Items covered on other contracts but also available - turnout gear, gloves, helmets, boots, bags, flashlights, EMS, SCBA, Virtual Reality Trainers, UAV's, and PPE Washers and Dryers. Darley manufactured items include portable pumps, CAFS, skid units and ATV's & Fire Apparatus. Darley offers full fire apparatus service capabilities at its location. The individuals responsible for completing service at Darley are employees of the W.S. Darley Co. Additionally, Darley has a network of 3rd party dealers who sell fire apparatus. Some of the 3rd party dealers also provide fire apparatus service. Darley also has a network of certified service technicians capable of performing maintenance & repair on Darley Fire Pumps. Darley does not employ 3rd party dealers. Darley does not employ 3rd party certified service technicians.</p>
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>W.S. Darley & Co. holds a vehicle manufacturers license in the state of WI. W.S. Darley & Co. also holds a Dealer license in the state of WI & PA.</p>
19	<p>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 Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>Darley has no Suspensions or Debarments</p>
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>Earnst and Young - Midwest Entrepreneur of the Year Award - Loyola Family Business Heroes Award -Inc. 5000 – Fastest growing Company (multiple) Award - Crains Fast Fifty – Chicago's top fifty (multiple) Awards - Better Business Bureau Continued A+ Accreditation Award - Chicago Tribune Top Work Places 2021 and 2022 - Deloitte Recognized Darley as one of the US Best Managed Company in 2025 - Crain Recognized Darley as one of top 50 fastest growing businesses in Chicago in 2025.</p>
21	<p>What percentage of your sales are to the governmental sector in the past three years?</p>	<p>Over 90%.</p>
22	<p>What percentage of your sales are to the education sector in the past three years?</p>	<p>Less than 1%.</p>
23	<p>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?</p>	<p>HGAC- Vehicle contract - Approximately \$1 million - Cal Fire - \$375,000 - GA Forestry - \$296,000 - FL Forest Service - \$198,000</p>
24	<p>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?</p>	<p>GSA MAS GS-07F-0387Y - 2021 \$2,026,521, 2022 \$15,106,101, 2023 \$10,362,697 - 47QFNA20D003 - 2021 \$486,624, 2022 - \$69,654, 2023 - \$0</p>

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Fireline Emergency Vehicles	Mike Jamison	1 (717) 380 7725
Absolute Fire	Tony Amaroso	1 908 759 3345
Skeeter EV	Jesse Marroquin	1 254 447 0540

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.	Darley currently has over 50 field sales reps and managers located in the USA and Canada, supported by a team of 25 inside sales/customer service agents. We also have the ability to partner with thousands of manufacturers in our supply chain for sales calls, product demonstrations, training or problem solving collaboration. In addition, we have a network of OEM's, dealers and service centers that are authorized to sell and support Darley pumps, vehicles and skid units. We have the ability to support requests in all 50 States, Canada plus military bases and international. Darley has exclusive dealer representation for fire apparatus in the following states: NY, NJ, PA, NH, MA, ME, RI, CT, VT, CO, AZ, UT, NV, TX. Darley has active discussions with prospective Fire Apparatus dealers in the state of CA & WA. *
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Sourcewell customers can benefit from an ever evolving network of current Darley supply partners as well as new additions. Darley's Supply Partner Team is responsible for building and maintaining supplier relationships. They attend trade shows, conduct supplier site visits, negotiate favorable terms and pricing, ensure that our suppliers understand the contractual terms and conditions and help enforce delivery and quality standards. Products that are not in compliance with certificates of conformance, source inspection or other quality standards are rejected. Suppliers are also subject to due diligence, including, but not limited to, site visits with management, D&B credit reports, and proof of product insurance. Our vendor partners are expected to provide field sales and support, training, competitive pricing, accurate and timely delivery schedules, returns, quality assurance, financial stability and strong reputation for quality products. Darley utilizes a Transportation Management System with a core list of transportation companies that ensures efficient and completely prices logistics for our customers. *
28	Service force.	Should you ever experience any service or product related issues, Sourcewell customers would contact one of our 25 customer service representatives for a fast and easy resolution. Our agents are empowered to work with customers to answer questions, provide quotes, enter orders, confirm deliveries, issues return RMA and help facilitate repairs/parts. Service may also be provided by one of our outside sales reps who can inspect products that don't meet customer expectations. Those that purchase Darley pumps or trucks are supported by our engineering team and network of factory trained mechanics. Most items can be returned or exchanged and all are subject to manufacturers' warranties. Fire apparatus customers can take advantage of our in house service and maintenance capabilities, too. *
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	"Customers will receive courteous, professional support dealing directly with a Darley team member. Customers can place an order or request a quote directly by phone, email and fax. Additionally, we offer this same functionality and more through our integrated eBusiness suite. Regardless of the sales channel the flow for processing, changing, canceling, and receiving notifications is standardized across all interactions. We provide order acknowledgment upon request. Darley technology includes Oracle as our main ERP platform, which we use to manage all aspects of the transaction, including sales, ordering, shipping, accounting, and customer and supplier account information. As the hub for managing all transactions, JDE/Oracle is integrated with our ecommerce website, Salesforce and Business Intelligence tools. With Darley, Sourcewell customers will gain a partner with: <ul style="list-style-type: none"> • A proven track record of successfully for over 114 years • Ability to source difficult to find items • An established purchasing system • A vast network of experienced and thoroughly-vetted suppliers • A growing team of product experts and transportation assets • A solid and scalable foundation of processes, procedures, control mechanisms, and checks and balances "
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.	Customer Support as one of the fundamental cornerstones of our business. Over the past year, we have increased the number of customer support personnel at Darley while investing in tools and technology that simplify the order and support request process. Darley understands that effective and responsive customer support is one of the most important factors in selecting a supplier. This involves all facets of customer interface, including research of products, order entry, product delivery, and after-market follow up and service. Our agents are available by phone during normal business hours from 7:00 am - 5:30 pm Monday - Friday Central Time. Customers also have access 24/7 by email. Today, many customers are able to find answers to their questions via our website which is also supported by chat. We operate in a culture of putting the customer first and continuous improvement is part of the Darley Quality Management System. Orders receive written confirmation including delivery dates what are monitored by our supply partner team. *

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Darley is proud to support firefighters across the globe with products in over 115 countries having done so since the early 1900's. We look forward to serving the Sourcewell domestic customers, by being responsive to their needs and continually adding new innovative items to this contract.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are willing and able to provide our products and services into Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	None. Darley is in a position to serve all participating entity sectors for this contract. We are not limited to participation with cooperative purchasing contracts.	*
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.	None. Darley is in a position to serve any participant account type for this contract. We are not limited to participation with cooperative purchasing contracts.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, if requested.	*

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.	Our marketing strategy would include: 1) presence on our website on multiple pages discussing the contract scope and how to utilize as a customer; 2) national press release to widely-read industry publications for promotion on their websites and digital communications; 3) social media discussing the contract benefits and scope; 4) search marketing to capture those actively looking for a solution to drive them to the contract; 5) email communication announcing and explaining the contract to key buyers who may be interested in utilizing; and 6) print collateral for in-field sales representatives to share with prospective customers. 7.) Including Sourcewell branding on product flyers & digital presentations (see attached marketing plan for example). 8.) Training Authorized dealers how to access the contract. 9.) incentivizing dealers who drive customers to use the contract with monetary compensation & public recognition on social media platforms (See attached marketing plan for details). 10.) Darley will display Sourcewell brand at select tradeshow in association with its products. Darley is committed to working with Sourcewell to expand the outreach of the contract and to grow awareness of the program and its offerings to current and future customers. Darley has a robust marketing and publications department staffed by six dedicated personnel who have talent and expertise in market analysis, catalog creation, print, and digital campaigns, e-blasts, blogs, product photography, videos, and more.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We are a digital-first marketing organization that leverages digital technology and data in effective, ethical and privacy-compliant ways. We have a regular social media strategy that shares industry content to our thousands of followers. We employ paid promotion on social media to better target relevant buyers based on their profile information and industry affiliations. We do paid search marketing to ensure top-of-page listing position for those relevant customers actively searching for a solution we provide. We develop search engine optimized content on our accessible and modern website using best in class metadata techniques, tags and keywords. We do remarketing based on site visitors and their page experience. We offer opt-in email lists and lead-gen forms that create effective email nurture campaigns. We target buyers online based on their email to ensure appropriate targeting and frequency. We have a full-time website manager as well as digital marketing manager.
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?	Sourcewell continuing to register community leaders and procurement professionals nationwide and drive them to the Sourcewell website to understand the process and find the most relevant contracts and partners for their needs. The building of the Sourcewell community along with the how-to resources and media awareness content on the benefits are huge promotional activities that would assist Darley. Additionally, a press release or email notification to existing members on the new contract would be beneficial promotion. Finally, we would also look to Sourcewell's Supplier Portal for helpful collateral. For integration into our sales process, Sourcewell will be a featured option in relevant lead nurture campaigns and follow-up. We would use the agency lookup to if see our prospects already participate in Sourcewell and notify them of our contract status as well. Also, we will include the option on all sales development collateral and include as a trusted path-to purchase during the sales cycle at the earliest stage possible.
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, we use e-procurement ordering process that includes an account-based authentication and experience on the front-end using Adobe and Salesforce, connecting to product information management to ensure tailored product experience and pricing and linked in the backend to our ERP Oracle JD Edwards.

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.	Darley field sales reps actively engage customers and help identify needs and requirements. They can assist with identifying the best product solution and can often arrange for product demonstrations or follow up visits with a manufacturer's Subject Matter Expert. Factory visits are also offered as a way to better understand the items being proposed. These visits may also include a training element. Darley will offer a semi-annual pump school at our Chippewa Falls, WI manufacturing plant at no cost to Sourcewell customers. Additionally, Darley conducts regular training with its Dealer network. Darley is also partnered with training companies for a customer solution that would be quoted based on the customer's requirements.

42	Describe any technological advances that your proposed Solutions offer.	Innovation is part of our Core Value statement at Darley. We have a reputation for engineering excellence in our manufactured products. The Darley 2BE10YD damage control pump was designed for the Navy in 1996 and has no equal. When FEMSA need a solution for fire protection, Darley responded. Our company was one of the first to bring Compressed Air Foam Systems to the marketplace. As a defense contractor, we are uniquely qualified to bring new unclassified technology used by our military to the fire service. One of our best new offerings are the Tactical Pumper offering & Light Tactical Pumper offering which enable fire departments cost effective highly functional fire suppression capabilities that can be procured in a short delivery window.	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Corporate Social Responsibility is an important initiative at Darley including Sustainability</p> <p>Darley installed Elkay EZH20 Bottle Refill Stations at our Itasca headquarters that provide filtered and chilled drinking water for all employees. Since the stations were installed in 2017, the refill stations have saved over 110,618 water bottles.</p> <p>Darley also invested in solar panels for the roof of our headquarters building. They were installed at the end of 2020 and to date we have produced 262.624MWh of solar energy reducing our total utility usage by 75%. The environmental benefits are significant as this has saved 406,668.352lbs of CO2 emissions which is equivalent to planting 3,073 trees. Other changes at our facilities include LED lighting, use of eco friendly packaging materials, new building air purifying system, automated temperature regulation. At our Chippewa Falls, WI manufacturing plants we Added LED lighting to all of pump manufacturing.</p> <p>Added CNC machine coolant recycling to our machine shop.</p> <p>Joined participation in the solar use program with Xcel energy. Over 50% of our power comes from renewable energy.</p> <p>Have and investing more with advanced load shedding/balancing to reduce power consumption during utility peak power periods, which reduces emissions from peaker power plants.</p> <p>Replaced all reciprocating engines with electric motors for pump testing.</p> <p>Installing HVAC smart use control system in office to reduce energy consumption and improve thermal control.</p> <p>Recycle all water used for testing.</p> <p>Installing a filtration system to recycle and reuse oil used for pump testing.</p> <p>Added new water cooler that has bottle fill capability.</p> <p>Have programmable, lights on/off management system in machine shop to conserve power.</p> <p>Installed automatic paper towel dispensers throughout the entire facility and have reduced our consumption.</p> <p>Recycle paper, bottles, cans, used computer equipment.</p> <p>Recycle chips from all our machining.</p> <p>Disaster Relief</p> <p>We have made a number of water donations, both short and long-term, to help those without clean drinking water. The Flint, MI water crisis began in 2014 and continues on today. We have delivered over 25 trailers of water and we're working with point of entry water treatment solutions to ensure no lead-contaminated water can get into homes. We're doing this work with the National Clean Water Collective.</p> <ul style="list-style-type: none"> • During Hurricane Ida in September 2021, we sent 5,000 gallons of water to our friends at Ferrara Fire Apparatus and another 10 trailer loads of water to different non-profits. • During the 2021 Texas ice storm, where 10 million people lost power, we sent 200+ pallets of water over 3 weeks. • In January 2022, after a New Year's Eve wildfire in Boulder displaced so many people in Erie, CO, we sent a trailer load of water to them. • We also support solar and wind-powered water treatment in Nepal and Tanzania to empower the local communities to be able to clean their own water. 	*
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.	Commercial cabs & industrial engines procured by Darley are equipped with relevant emissions documentation (including but not limited to, certified clean idle 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?	Darley is uniquely qualified as both a manufacturer and distributor. We offer stability and the personal touch offered only by a century old family business. As a fire truck and pump builder, we understand the rigors of the fireground like no other. Some companies claim to be a one stop shop, but Darley truly is. Our team continues to shine on DoD contracts with rigorous quality and delivery standards.	*
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.	Darley designs its fire apparatus in line with NFPA 1900 standards. Darley also validates its compliance with said standards through in house testing & third party testing (including but not limited to Underwriters laboratory testing).	

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.	Darley designs its fire apparatus in line with NFPA 1900 standards. Darley also validates its compliance with said standards through in house testing & third party testing (including but not limited to Underwriters laboratory testing). In certain instances, Darley provides ULC compliant products. Instances which Darley provides ULC Compliant products are limited to opportunities in which customer specify ULC Compliance.
48	Describe available service and repair options for the equipment and products offered in your proposal and how the process works with those servicing the equipment.	Should you ever experience any service or product related issues, Sourcewell customers would contact one of our 25 customer service representatives for a fast and easy resolution. Our agents are empowered to work with customers to answer questions, provide quotes, enter orders, confirm deliveries, issues return RMA and help facilitate repairs/parts. Service may also be provided by one of our outside sales reps who can inspect products that don't meet customer expectations. Those that purchase Darley pumps or trucks are supported by our engineering team and network of factory trained mechanics. Most items can be returned or exchanged and all are subject to manufacturers' warranties. Fire apparatus customers can take advantage of our in-house service and maintenance capabilities, too. Additionally, customers who experience issues with commercial chassis can bring the vehicle directly to a repair center certified to work on the vehicle. In the event a repair is conducted, end users or dealers can submit a claim for warranty approval. The claim will be reviewed by Darley's team of professionals & the customer or dealer will be notified of the acceptance or denial of the claim. When warranty is claims are accepted, the customer will be credited for costs incurred which are covered under the warranted item.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
49	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 re-sellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	W.S. Darley & Co is a small business entity, as defined by the US Government, and is registered on SAM.GOV.
50		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
51		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
55		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	W.S. Darley & Co is a small business entity, as defined by the US Government, and is registered on SAM.GOV
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
57		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA

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 *	
58	Describe your payment terms and accepted payment methods.	Standard Payment Terms: partial prepayment and full payment prior to delivery.	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	Third Party financing options are available upon request.	*
60	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.	Attached is an example contract. Contracts will reference a Specification (attached) which details the scope of supply for a various product offering. A drawing, also attached, illustrates features of the vehicle which is specified in the contract.	*
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Credit card payments will be accepted on a case by case basis. Darley accepts Visa, MasterCard or American Express. Credit card processing fees will apply to Sourcwell customers. Municipalities and government agencies in good standing will be eligible for Open account terms.	*
62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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.	In order to provide Sourcwell customers with a simple pricing model Darley is offering discounts off Manufacturers' List pricing. Attached is a spreadsheet with discounts by product offering.	*
63	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.	Discounts will be 5% off list price on all fire apparatus purchased through Sourcwell. The associated customizable options will be discounted at 10%.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	Additional discounts will be offered for large buys based on the market basket, possible concessions from suppliers as well as market conditions.	*
65	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.	Our customer service team can assist customers with sourcing new or special order items. We anticipate continually adding more items on to the contract and are in a position to provide open market bids placed on a cost plus option with full transparency.	*
66	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.	Prices are FOB Origin. The price does not include any travel expenses associated with inspection trips, delivery or training. Training at Darley's location during customer paid for final inspection is included in the price. Training at the customers location is not included in the price but can be quoted upon request.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Prices are FOB origin. Shipping can be arranged upon request. All shipping charges will be billed at a cost plus rate & will include fees for any required insurance. Customers are welcome to arrange pick up of their vehicles. If customers pick the vehicle up from Darley, which is only available following receipt of final payment, they are responsible for insurance & licensing once the vehicle has left Darley.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As stated above: Prices are FOB origin. Shipping can be arranged upon request. All shipping charges will be billed at a cost plus rate & will include fees for any required insurance. Customers are welcome to arrange pick up of their vehicles. If customers pick the vehicle up from Darley, which is only available following receipt of final payment, they are responsible for insurance & licensing once the vehicle has left Darley. Additionally, Darley can provide logistic support for customer requiring (or electing) to ship their vehicle via ocean freight. If shipping ocean freight, additional care in preservation of the vehicle may be required to prevent rust or other potential impacts caused by the shipping method. Any special shipping considerations will be billed at a cost plus rate.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	In special instances, display or demonstration vehicles may be located in close proximity to customers. Darley reserves the right to provide free shipping, at its sole discretion, in these instances.	*

70	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.	Darley intends to self audit with full transparency to verify full compliance with our contractual needs. We operate in an established manufacturing environment and have the infrastructure to monitor transactions in compliance with DLA contracting. Darley employs a Chief Ethics and Legal Officer on staff as part of our commitment to doing things right.	*
71	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.	Gathering data on the Sourcewell customers and transactions will allow us to better serve your needs. Some of the metrics we intend to track includes (1) Customer Sales (2) Product Sales by category (3) Pin Drop Geographic Map of Customer by Location (4) On Time Delivery Performance (5) Quality Issues or Returns (6) and Requests for New Products to Be Added. It is also important to survey our customers to better understand their needs and areas for improvement.	*
72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an 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.	Darley's proposed administrative fee is a flat rate of 1% - 1.5% per purchase order. The amount shall be due following receipt of payment from customer. Darley will process payments within 2 weeks of receipt of customer payment.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	NA

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

Line Item	Question	Response *
74	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	The attached price page includes details and pricing of Darley's pre-engineered offering. Specifications have been attached for all pre-engineered offerings. Darley has been a custom fire apparatus manufacturer for 99+ years. In the past 5 years, we have built midmount aerials, tenders, pumpers, quints, and provided all the associated service including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, testing, and support directly related to all apparatus types mentioned.
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The sub categories that best describe our products include: Pumper truck, Aerial Trucks, Tanker/Tender or water supply trucks, and quints. The subcategories that best describe our services include installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, testing, and support.
76	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	Darley provides body & pump remount services. Darley also provides complete refurbishment services. Darley uses a time & materials equation to price all service work including remount and refurbishment.
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.	Darley offers a 1 year warranty on parts and labor for the entire vehicle. The bodies include a lifetime warranty. The paint includes a 5 year warranty. Non-Darley manufactured components, including chassis which carrier a warranty that exceeds Darley's will also be extended to customers on newly purchased equipment. Darley's warranty coverage excludes travel (or shipment) associated with repairs. At times Darley's sales & training personnel, when needed, can provide onsite repairs limiting costs not covered by its warranty. There are no geographic boundaries on Darley's vehicle warranty.
78	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranty issues typically passed on to the original equipment manufacturer?	Darley will handle warranty services, within its 1 year bumper to bumper warranty period, for items made by other manufacturers. Darley often supports these items beyond the 1 year warranty period but does not guarantee coverage outside the 1 year warranty period.
79	Describe any service contract options or extended warranties being offered with your proposal.	There are no service contracts or extended warranties included in this proposal.

Table 7B: Category 1: Structural Apparatus and Comprehensive Solutions - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE

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.

We will not be submitting for Table 7B: Category 1: Structural Apparatus and Comprehensive Solutions - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE

Line Item	Category or Type	Offered *	Comments
80	Pumper trucks, aerial trucks, tanker/tender or water supply trucks, and quints	<input checked="" type="radio"/> Yes <input type="radio"/> No	Darley's solution, as outlined on the attached price page, includes Pumper Trucks, Tenders, & Rescue Trucks. Darley has built multiple aerials (mid & rear mount), & quints in its 99+ years of firetruck manufacturing.
81	Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in 77 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Darley provides equipment options already available on Sourcewell, accessories (an example price list is included for the Tactical Pumper and Max Tactical Pumper offering) as described above.
82	Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in 77 - 78 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, Darley provides full service at its location for aerial trucks, quints, tankers, engines(pumper trucks). Darley also has the capabilities to customize, install, complete refurbishment, conduct maintenance, repair, deliver training and support directly related to the vehicle types in category 1.
83	Category 1 responders MAY include COMPLEMENTARY Specialty Apparatus and Equipment and Brush and Wildland Urban Interface (WUI) Apparatus solutions in their response	<input checked="" type="radio"/> Yes <input type="radio"/> No	Complimentary offerings are included in the attached price page.

Table 7C: Category 2: Specialty Apparatus and Equipment - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE

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.

We will not be submitting for Table 7C: Category 2: Specialty Apparatus and Equipment - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE

Line Item	Category or Type	Offered *	Comments
84	Specialty apparatus including but not limited to: aircraft rescue and firefighting (ARFF), command and communication units, mobile foam units, and custom rescue trailers	<input type="radio"/> Yes <input type="radio"/> No	
85	Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in 81 above	<input type="radio"/> Yes <input type="radio"/> No	
86	Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in 81 - 82 above	<input type="radio"/> Yes <input type="radio"/> No	
87	Category 2 responders MAY include COMPLEMENTARY Brush and Wildland Urban Interface (WUI) Apparatus solutions in their response	<input type="radio"/> Yes <input type="radio"/> No	

Table 7D: Category 3: Brush and Wildland Urban Interface (WUI) Apparatus - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE

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.

We will not be submitting for Table 7D: Category 3: Brush and Wildland Urban Interface (WUI) Apparatus - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE

Line Item	Category or Type	Offered *	Comments
88	Wildland firefighting apparatus, such as brush trucks and wildland urban interface (WUI) units	<input type="radio"/> Yes <input type="radio"/> No	*
89	Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in 85 above	<input type="radio"/> Yes <input type="radio"/> No	*
90	Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in 85 - 86	<input type="radio"/> Yes <input type="radio"/> No	*
91	Category 3 responders MAY include COMPLEMENTARY Specialty Apparatus and Equipment solutions in their response	<input type="radio"/> Yes <input type="radio"/> No	*

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 92. NOTICE: To identify any exception, or to request any modification, to Sourcwell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

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 Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
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](#) - Cooperative Contract Pricing.pdf - Wednesday August 20, 2025 13:04:35
- [Financial Strength and Stability](#) - Darley - Finance Overview (002) LW.pdf - Wednesday August 20, 2025 10:50:24
- [Marketing Plan/Samples](#) - Darley Marketing Plan Sourcwell.pdf - Wednesday August 20, 2025 12:46:47
- [WMBE/MBE/SBE or Related Certificates](#) - Certified Clean Idle.pdf - Wednesday August 20, 2025 02:02:09
- [Standard Transaction Document Samples](#) - Sample Contract Drawings and Specification.pdf - Wednesday August 20, 2025 02:24:34
- [Upload Additional Document](#) - Tactical Division Product overview 2025 Sourcwell.pdf - Wednesday August 20, 2025 01:51:36
- Requested Exceptions (optional)

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. - KYLE DARLEY, Vice President, W.S. Darley & Co

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
Addendum_7_Firefighting_Apparatus_RFP_082025 Wed August 6 2025 04:28 PM	<input checked="" type="checkbox"/>	2
Addendum_6_Firefighting_Apparatus_RFP_082025 Mon August 4 2025 05:42 PM	<input checked="" type="checkbox"/>	1
Addendum_5_Firefighting_Apparatus_RFP_082025 Thu July 31 2025 04:55 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Firefighting_Apparatus_RFP_082025 Fri July 25 2025 04:25 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Firefighting_Apparatus_RFP_082025 Wed July 23 2025 04:42 PM	<input checked="" type="checkbox"/>	3
Addendum_2_Firefighting_Apparatus_RFP_082025 Thu July 3 2025 03:37 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Firefighting_Apparatus_RFP_082025 Wed July 2 2025 03:49 PM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1
TO
CONTRACT #082025-WSD**

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **W.S. Darley & Co.**, (Supplier).

Sourcewell awarded a contract to Supplier to provide Firefighting Apparatus and Fire Service Vehicles to Participating Entities through Sourcewell’s Cooperative Purchasing Program, effective December 5, 2025, through December 8, 2029 (Contract).

The parties wish to amend the Contract to amend the Suppliers administration fee.

NOW, THEREFORE, the parties amend the Contract as follows:

Line item 72 of “Table 6A: Pricing” of the Proposal is deleted in its entirety and replaced with the following:

Darley’s administrative fee will be a flat fee of \$2,000.00 per purchase order for the following models: Tactical Pumper™ Base CV515; Tactical Pumper™ Base F550; Max Tactical Pumper™ Base F550; Heavy Tactical Pumper™; Heavy Tactical Tender™; Light Tactical Pumper™, & Light Tactical Rescue™. Darley’s administrative fee will be a flat fee of \$1,000.00 per purchase order for the following models: Ultra Light Tactical Rescue™; Ultra Light Tactical Pumper™; & Ultra Light Tactical Pump & Rescue™.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sou Signed by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Chief Operating and Procurement Officer
Date: 2/23/2026 | 3:05 PM CST

W.S. DocuSigned by:
Kyle Darley
E7BF6A1DE86C46A...
By: _____
Kyle Darley
Vice President
Date: 2/23/2026 | 1:07 PM PST