

**MASTER AGREEMENT # 082025****CATEGORY: Firefighting Apparatus and Fire Service Vehicles****SUPPLIER: LDV, Inc.**

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 LDV, Inc., 180 Industrial Drive, Burlington, WI 53105 (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 2: Specialty Apparatus and Equipment, to Participating Entities. In Scope solutions include:
- a. **Category 2: Specialty Apparatus and Equipment**, including, but not limited to:
- Specialty apparatus including but not limited to: aircraft rescue and firefighting (ARFF), command and communication units, rescue vehicles, mobile foam units, and custom rescue trailers;
 - Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in i. above;
 - Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in i. – ii. above; and,
 - Category 2** responders **MAY** include complementary 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 Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcwell 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

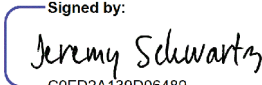
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

LDV, Inc.

Signed by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 12/8/2025 | 11:06 AM CST

DocuSigned by:

A9EA7707F1824D1...

By: _____
Frank Solofra
Title: Director, Corporate Accounts

Date: 12/8/2025 | 8:35 AM PST

RFP 082025 - Firefighting Apparatus and Fire Service Vehicles

Vendor Details

Company Name: LDV, Inc.
Does your company conduct business under any other name? If yes, please state: WI
Address: 180 Industrial Drive
Burlington, WI 53105
Contact: Frank Solofra
Email: fsolofra@ldvusa.com
Phone: 262-763-0147 2436
Fax: 262-767-2529
HST#: 39-1281237

Submission Details

Created On: Thursday July 17, 2025 10:33:15
Submitted On: Tuesday August 19, 2025 15:07:08
Submitted By: Kristina Hugasian
Email: sales@ldvusa.com
Transaction #: c173c2c4-3cd7-41be-905b-767a97792dd2
Submitter's IP Address: 147.243.245.14

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.	LDV, Inc.	*
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).	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 0TYS3 UEI: MXMZKAUNUSG3	*
5	Provide your NAICS code applicable to Solutions proposed.	336211	
6	Proposer Physical Address:	180 Industrial Drive Burlington, WI 53105	*
7	Proposer website address (or addresses):	https://www.ldvusa.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):	Frank Solofra 180 Industrial Drive Burlington, WI 53105 fsolofra@ldvusa.com 262-763-0147, x2436	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Frank Solofra 180 Industrial Drive Burlington, WI 53105 fsolofra@ldvusa.com 262-763-0147, x2436	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mary Lynch Vice President 180 Industrial Drive Burlington, WI 53015 mlynch@ldvusa.com 262-763-0147, x2474 Kristina Hugasian Sales & Marketing Coordinator 180 Industrial Drive Burlington, WI 53015 sales@ldvusa.com 262-763-0147, x2520	*

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.	LDV, Inc. was established on September 29, 1977 initially as a Snap-on® Tools mobile tool store manufacturer. We began building specialty service vehicles in other markets in 1986. LDV, Inc. is the global leading manufacturer of emergency response vehicles (including mobile command, disaster response, incident response, EOD, SWAT community engagement and hostage negotiation vehicles), mobile medical, bookmobiles, library outreach and commercial specialty vehicles. Our long-standing reputation for unmatched quality, performance and vehicle reliability makes us the most trusted resource in the industry. LDV is proud to be the global leader in all things custom vehicles. After all, we know your job depends on it. Since 1977, we have been designing and building world class custom specialty vehicles. From design through delivery and beyond, LDV's second-to-none vehicle quality, parts and service ensure your vehicle is ready when you need it. Know what you need to accomplish, but don't know how to make it happen? That's our job. After manufacturing over 30,000 specialty vehicles, we have many ideas on how to best customize your vehicle. With a clear understanding that your needs are unique to your department's objectives, we are committed to giving you innovation, technology and quality that you can count on for years to come. With a wide range of expertise and capabilities, we are flexible enough to handle your specific demands. And with a team of responsive, customer-centric problem solvers, we are agile enough to support your exact business needs – when and where you need it. After all, when it's just you and the open road, we give you the confidence you need to focus on doing your job. Our long-standing reputation for unmatched quality, performance and vehicle reliability makes us the most trusted resource in the industry. Not surprisingly, LDV is the chosen vendor for the most prestigious corporations, U.S. and international government agencies and builds 9 out of every 10 Snap-on Mobile Tool Stores. At LDV, we perform better so you can.	*
12	What are your company's expectations in the event of an award?	In the event of an award, LDV expects to work diligently to promote and successfully utilize the contract. We recognize contract award is only the first, and maybe easiest step in the process. We will inform and educate potential customers on the availability and benefits of the contract and work to maximize contract benefits for all involved (our customers, Sourcewell and LDV).	*
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.	As a privately held organization, LDV does not disclose our financial statements. We've provided a summary of our financial position and history from our major bank and independent accountant in the 'Supplemental Information' attachment.	*
14	What is your US market share for the Solutions that you are proposing?	Market share is difficult to track in the specialty vehicle industry as there is no standard reporting or industry association that all manufacturer's submit to. That said, LDV has been a specialty vehicle manufacturer since 1977. We have steadily grown since our inception, adding production capacity, personnel and customers. Over the past three years, LDV has sold well over 100 vehicles in the emergency response market annually.	*
15	What is your Canadian market share for the Solutions that you are proposing?	As noted above, market share is difficult to track in our industry. In addition to the many vehicles we sell annually in the US, we regularly sell and service the Canadian market.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	NONE	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	LDV is a manufacturer a. N/A b. As a manufacturer, LDV employs our own internal sales force. Each external facing sales person is supported by a team of technical sales, CAD designers and project managers, all based at our headquarters in Burlington, WI. In addition to employing our own sales force, we retain our own delivery and service drivers as well. Employing these resources allows LDV to ensure quality and consistent service through every phase of the design, build, delivery and service life cycles of our vehicles.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	LDV holds both manufacturer and dealer licenses. We have included copies of these licenses in the 'Supplemental Information' attachment. We are able to do business in all 50 states and sell into Canada as well.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	LDV holds many state and local contracts. We have been a GSA schedule holder since 2001. We have NEVER been debarred or suspended from any contract and consistently receive "Exceptional" ratings during our annual audits.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	LDV is an ISO certified supplier. Certification was earned in 2015. A copy of our certificate is included in the 'Supplemental Information' attachment.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Government sales a. 2022 – 88% b. 2023 – 85% c. 2024 – 93%	*
22	What percentage of your sales are to the education sector in the past three years?	Education sales a. 2022 - .6% b. 2023 – 2% c. 2024 – 2%	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Please see table in the "Supplemental Information" attachment.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Please see table in the "Supplemental Information" attachment.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Washington D.C. Fire	Ed Rice	202-637-3240	*
City of Long Beach Fire Department (CA)	Scott Hart	562-619-1017	*
Arlington Heights Fire Department (IL)	Ray Salisbury	847-368-5850	*
Chicago Fire Department	Edward Ebertsch	312-743-3585	
Charlotte Fire Department (NC)	Mike Mitchum	704-336-2461	

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

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your

response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	LDV employs six salespeople dedicated to the specialty markets this contract targets. All work at our Burlington, WI corporate office. Each salesperson has specific territories that have been assigned to them.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Given the unique and complex nature of the Emergency Response and Specialty Vehicles LDV manufactures, we have found it best for us to work directly with our customers through all phases of a vehicle's lifecycle. As such, all sales and technical service are handled directly by LDV's in-house sales and service teams. We do not utilize dealers for sales. That said, we do rely on our service partners and utilize their dealer networks for service and warranty as required.	*
28	Service force.	Our support center is also housed here at our Burlington office and we have relationships with many service locations throughout the country so our customers can obtain local service. LDV has two employees on-site in our Service department that are available to help customers troubleshoot their vehicle issues over the phone. If the problem cannot be solved over the course of the phone call, this can be escalated to a technician being sent out to fix the issue on-site. Additionally, we rely on our service partners and utilize their dealer networks for service and warranty when needed. Finally, we also have two dedicated parts sales specialists available to provide replacement and upgrade parts for our vehicles throughout the lifecycle of the vehicle.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All orders will be processed in-house by our LDV sales team. All sales will be direct between the end user and LDV.	*
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.	LDV has two employees on-site in our Service department that are available to help customers troubleshoot their vehicle issues over the phone. If the problem cannot be solved over the course of the phone call, this can be escalated to a technician being sent out to fix the issue on-site. Additionally, we rely on our service partners and utilize their dealer networks for service and warranty when needed. As an industry leader for over 45 years, LDV maintains relationships at the highest level with truck OEMs such as Freightliner, Peterbilt, Kenworth and Hino. We utilize these resources as required to ensure our customers receive priority service wherever they are located throughout the US and Canada. These relationships extend beyond the OEMs down to major component suppliers as well. Strong and long-term relationships are in place with Cummins, Allison, Valeo / Spheros (A/C), Webasto and more to ensure quality and prompt service for all of our customers.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	LDV welcomes the opportunity to sell products to all Sourcewell customers located across the US and in Canada. With nearly 100,000 ft2 under roof, we have the capacity, personnel and capability to respond and deliver throughout the world. We annually produce well over 100 specialty units and can comfortably add additional requirements and orders obtained through the Sourcewell network. We employ our own staff of trained, professional delivery drivers and deliver the majority of the products we build with this group. Our drivers handle deliveries across the US and Canada.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	LDV welcomes the opportunity to sell products to all Sourcewell customers located across the US and in Canada. With nearly 100,000 ft2 under roof, we have the capacity, personnel and capability to respond and deliver throughout the world. We annually produce well over 100 specialty units and can comfortably add additional requirements and orders obtained through the Sourcewell network. We employ our own staff of trained, professional delivery drivers and deliver the majority of the products we build with this group. Our drivers handle deliveries across the US and Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	None. LDV will provide coverage to all areas of the US and Canada. For deliveries to Alaska and Hawaii, transportation would need to be quoted at the time of order.	*
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. LDV services and sells to all customer and account types.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only difference for entities located in US Territories, AK and HI will be transportation. We will need to quote transportation costs for those entities on a case-by-case basis.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

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.	LDV will create a sell sheet-style press release detailing the main function and points regarding the contract. This will be co- branded with Sourcewell. LDV will add Sourcewell to the State Contracts / Cooperatives section of our website, www.LDVusa.com, as well as send our sell sheet-style press release via email to our extensive customer list. LDV will distribute the co-branded marketing materials via mail and email, as well as announcing on our official website. Social media announcements can also be made in conjunction with this. LDV will also promote the contract with current customers. LDV has a sales team of six dedicated to the special service vehicle market. Each sales person has an assigned territory and works to develop leads and finalize sales within their assigned territories. LDV will train our sales team on the Sourcewell contract benefits with the expectation this will become an important sales tool for them. In addition, LDV attends multiple trade shows throughout the year which focus on different markets that we serve from law enforcement to fire and emergency response. We will actively promote the contract at these shows. See sample sell sheets for different products in the 'Supplemental Information' attachment.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	LDV maintains a very robust website, detailing product options and capabilities, providing resources to assist with funding, offering service tips and providing general information. The information on our website is updated regularly to provide customers and potential customers with the most accurate and helpful information. In addition to our website, LDV is very active on social media channels including Facebook (nearly 10k followers), Instagram (over 2,000 followers), LinkedIn (over 2,000 followers), YouTube and more. We enhance our tradeshow and web presence through the social media channels, promoting different products, advertising new products, announcing press releases and shows, etc.	*
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?	We view Sourcewell as a partner in this process. Sourcewell's role would be to assist LDV in the sales process providing education to customers regarding the cooperative, assisting our sales team with specific customers as required / requested, promoting LDV on the Sourcewell website and forwarding any opportunities that fit LDV's product scope. LDV will add Sourcewell to the State Contracts / Cooperatives section of our website, www.LDVusa.com, as well as send our sell sheet-style press release via email to our extensive customer list. LDV will distribute the co-branded marketing materials via mail and email, as well as announcing on our official website. Social media announcements can also be made in conjunction with this. LDV will also promote the contract with current customers. LDV attends multiple trade shows throughout the year which focus on different markets that we serve from law enforcement to fire and emergency response. We will actively promote the contract at these shows as well.	*
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.	Due to the complex nature of our product offering, an e-procurement option is not available. As noted, we do provide extensive product information on our website from an educational perspective. From there, potential customers work directly with our sales team to ensure their specific needs are met.	*

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.	The standard training curriculum for our customers is a four-hour orientation on LDV provided systems such as generator start up and shut down, leveling system operation, AC and DC electrical systems operation, HVAC systems operation, and more. LDV manuals as well as USB drives containing electronic copies of the manuals are provided at the time of training. The training typically takes place at the customer location, allowing entities to select the individuals they would like to attend. Should additional training, beyond the four hour session, be required, LDV has options for longer / multiple training sessions. Additional training is priced on a per vehicle basis, based on the complexity of the vehicle, number of systems included, computer and communications networks and the depth of the training being requested.	*
42	Describe any technological advances that your proposed Solutions offer.	LDV's reputation proves that we are dedicated to innovation when it comes to Engineering and Manufacturing with industry- leading technology such as the Intel-I-Touch™ vehicle automation system, flat-floor slide-outs, video over IP, enhanced communications networks including cellular, satellite and microwave options, and more. Different models proposed include these options as standard. If a model does not, we do offer the option to add the technology. We have included a brochure on our Intel-I-Touch system and an LDV Differentiators brochure in the 'Supplemental Information' attachment.	*

43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	LDV has developed an in-house GreenPower™ system. Green power provides enhanced battery capacity, solar panels, and a smart management system to control the entire system. The GreenPower option allows trucks to run without generator or engine – idling for a substantial portion of the day. See LDV’s brochure on GreenPower in the ‘Supplemental Information’ attachment.	*
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.	None	*
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?	All of LDV’s models are built to the highest quality standards following our ISO certified processes. We offer a custom, in-house designed Intel-I-Touch system allowing for touch panel control of the vehicle, automated start-up and shut-down procedures and enhanced remote troubleshooting. We build utilizing methods to allow for easy upgrades and retrofits in the future, knowing the chassis and upfit will far outlast any installed technology. Other LDV enhancements include flat-floor slide outs, MIL-spec military grade wiring, video over IP, CISCO certified engineers and custom designed robust exterior storage compartments. Additionally, LDV handles all of our upfits in-house. Our highly trained personnel are capable of network integration, satellite communication integration, woodworking, metal fabrication, upholstery, plumbing, graphics design and installation, CNC programming, electrical system design and installation, and HVAC. All of this to say, your truck will be built by LDV, no one else. We design and integrate it all and ensure seamless operation for you and your team.	*
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.	As a standard, all LDV products are built to meet FMVSS and NHTSA standards required for on-road vehicles. Additionally, we refer to NFPA, NTEA, RVIA, AMD, ASME and follow those standards as required by our customers. Finally, all wiring in our trucks follows the MIL-STD.	
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.	As a standard, all LDV products are built to meet FMVSS and NHTSA standards required for on-road vehicles. Additionally, we refer to NFPA, NTEA, RVIA, AMD, ASME and follow those standards as required by our customers. Finally, all wiring in our trucks follows the MIL-STD.	
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.	LDV uses a tiered approach for warranty related repairs. Our first layer is our technical services team. LDV has two dedicated service representatives available to answer questions and troubleshoot via phone, email and web conference (Zoom, Teams, etc). If we are unable to take care of the issue via phone, we move to the second layer – local service partners. We will utilize local service shops when and where possible. Many air conditioning issues can be fixed by local RV shops, generators can be serviced by local generator shops, etc. Often, customers will have local resources they are comfortable with and use on a regular basis. We will tap into those local resources as necessary. Our third layer of support is on-site repair by trained LDV staff. We have trained service technicians, available to travel to customer locations to provide repairs, if needed. Finally, in the most severe cases, LDV may require the vehicle and/or trailer to be repaired at our facility in Burlington, WI. LDV would transport the vehicle to our facility, perform the repair, and return the vehicle to the customer location. Additionally, LDV passes on any manufacturer warranties that are offered on purchased products. These warranties are administered by the manufacture and as such, follow the particular manufacturer’s warranty guidelines. As an example, chassis warranties will be passed on to the end user. Any required warranty work on a chassis will need to be taken to an authorized dealer of that particular make of chassis. All of this is coordinated by LDV’s in-house service team who guide and direct the repair process every step of the way. While warranties may expire, LDV will never stop supporting our vehicles while they are in operation!	

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 resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
50		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
51		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
55		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	LDV qualifies as a small business based on the size standard determined by the federal government for the NAICS codes we provide.	*
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
57		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

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.	Payment terms are Net 30. Payment can be made via check, wire transfer or ACH.	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	Leasing options can be explored and provided on a case-by-case basis.	*
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.	As a WI auto dealer, LDV will utilize Wisconsin's standard Motor Vehicle Purchase Contract. Form attached in the 'Supplemental Information' attachment.	*
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?	LDV does not accept the P-card due to the cost of our products.	*

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 Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	LDV's provided pricing is line-item pricing. LDV has proposed 66 base models. Each model can be purchased at the discounted price listed. In addition to the base models, LDV has also proposed 255 line item options. End users can modify base models by adding or deleting options. Options and associated pricing have been included and are discounted at the same rate as the base models. The option prices provided can simply be added or subtracted from the base model pricing.	*
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.	LDV is offering a discount of 2.98% to Sourcewell customers. This is a discount from the line-item price. The discount would apply equally to base models and options. This discount is equal to the best discount offered by LDV.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	In addition to the base discount, LDV offers the following quantity discounts: 10-19 units – additional .5% discount (total of 3.48%) 20+ units – additional 1% discount (total of 3.98%) The quantity discounts are offered in instances where the units purchased are substantially similar and can be built consecutively through LDV's production facilities.	*
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.	Any open market or open-source items would be quoted on an as needed basis. LDV would provide the line-item price for the item and then apply the same 2.98% discount to the item.	*
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.	LDV's provided line-item pricing includes all elements required for the vehicle to be operational for the end user. Depending on the options chosen, there could be additional costs associated with satellite subscriptions, software subscriptions, cellular network charges, etc. These would be between the end-user and service provider. Additionally, delivery charges are added to the quote on a per mile basis. Delivery per mile pricing is included in our pricing proposal. Delivery charges for Alaska and Hawaii would be charged on a case-by-case basis to reflect then current rates. Pricing does not include any costs related to registration, titling, licensing or taxes. The provided Canadian pricing is based on current exchange rates of \$1.37 CAD/USD. Canadian pricing will update according to current exchange rates at the time of order.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Delivery to Canada and the contiguous 48 states is charged on a per mile basis. That rate is included in our option pricing and will be added to any proposal based on the delivery location. Delivery charges for Alaska and Hawaii would be charged on a case-by-case basis to reflect then current rates.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Delivery to Canada and the contiguous 48 states is charged on a per mile basis. That rate is included in our option pricing and will be added to any proposal based on the delivery location. Delivery charges for Alaska and Hawaii would be charged on a case-by-case basis to reflect then current rates.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	LDV delivers our products with a team of LDV employed, trained, professional drivers. These drivers receive extensive training on each vehicle prior to departure, allowing them to train our customers on the particular vehicle at delivery. That also allows our drivers to troubleshoot issues that may arise while on the road or during delivery training for customers. This helps mitigate delays that may occur, especially if one of these issues arises during vehicle training on-site. Finally, because these are LDV employees, they are invested in a successful, on-time delivery to our customers. They do all they can to ensure a safe, on-time delivery with 100% customer satisfaction.	*
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.	LDV utilizes a compliance sheet for each sale we execute. This compliance sheet confirms the pricing offered and must be approved by sales, technical sales and project management. Through the use of this compliance sheet, we ensure that the pricing offered matches contractual obligations. Sales teams are not allowed to discount unless a contract is being utilized.	*
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.	LDV will track the following metrics related to this agreement. a. Leads generated by State and Sales person b. Close ratio c. Close timeline d. Value of sales by State and Sales person	*

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.	As noted earlier, LDV holds a number of State contracts. For the majority of these contracts, the contract fee is .75% of the total contract value. One is a flat fee of \$1,000 per PO. To remain competitive with other contract offerings, LDV proposes the same .75% contract fee utilized on other contracts, including our GSA contract.	*
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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.	LDV is offering the same base pricing, discount structure and contract fees as those offered to other currently held contracts.	*

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.	LDV is offering a full line of specialty custom Command and Communications vehicles and trailers, Emergency Response vehicles and trailers, Hazardous Incident Response vehicles and trailers, Explosive Ordnance Disposal vehicles and trailers, Decontamination units, Dive Rescue vehicles and trailers, Rapid Deployment response vehicles, Rehabilitation units and Equipment vehicles. Each offering is turnkey, with all equipment installed and tested to ensure functionality. Used vehicles of the same type are also available from LDV. Availability and pricing are dependent upon current inventory levels and must be discussed on a case-by-case basis. Detailed specifications for each of the 66 models offered are included in the 'Supplemental Information' attachment.
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Subcategory titles: a. Decontamination Unit b. Dive Rescue c. Emergency Equipment d. Explosive Ordnance Disposal e. Hazardous Material Response f. Mobile Laboratory g. Mobile Command Center h. Outreach Center i. Rapid Deployment Vehicle j. Rehabilitation Unit
76	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	LDV's vehicles are built on commercial chassis built to withstand over 250,000 miles. Often, the technology and interiors will wear out long before the chassis. As such, LDV offers extensive refurbishment services to our customers. Providing the opportunity update technology, interiors, layout, emergency lighting and overall vehicle capabilities on an existing chassis. These services are priced in the same manner as a new vehicle. LDV would propose the retrofit/ refurbishment utilizing the same pricing and discount structure as offered on new products in this proposal.
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.	LDV offers a one-year warranty on all of our vehicles. A copy of our standard warrant certificate has been included in the 'Supplemental Information' attachment. Extended warranties are available to purchase if desired and are included in our option pricing. Additionally, LDV passes on any manufacturer warranties that are offered on purchased products. These warranties are administered by the manufacture and as such, follow the particular manufacturer's warranty guidelines. As an example, chassis warranties will be passed on to the end user. Any required warranty work on a chassis will need to be taken to an authorized dealer of that particular make of chassis. Extended warranties are also available on chassis. These costs vary based on the OEM, length, product and coverage desired. Any other product warranties are passed through directly to our customers. LDV maintains a service department staffed with two individuals available to address service and warranty needs as they arise. With two individuals answering the phone, all service / warranty issues are immediately (during the same day) acknowledged and we assist our customers with the administration of any non-LDV warranties.
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?	LDV passes on any manufacturer warranties that are offered on purchased products. These warranties are administered by the manufacture and as such, follow the particular manufacturer's warranty guidelines. As an example, chassis warranties will be passed on to the end user. Any required warranty work on a chassis will need to be taken to an authorized dealer of that particular make of chassis. LDV's service department is available to assist with the administration of any non-LDV warranties.
79	Describe any service contract options or extended warranties being offered with your proposal.	Extended warranties are available. LDV extended warranty options are included in our proposed option pricing. Extended warranties on chassis, body, engine and transmission are also available. Pricing is dependent upon OEM, coverage desired and length of coverage and can be priced upon request.

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 type="radio"/> Yes <input type="radio"/> No		*
81	Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in 77 above	<input type="radio"/> Yes <input type="radio"/> No		*
82	Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in 77 - 78 above	<input type="radio"/> Yes <input type="radio"/> No		*
83	Category 1 responders MAY include COMPLEMENTARY Specialty Apparatus and Equipment and Brush and Wildland Urban Interface (WUI) Apparatus solutions in their response	<input type="radio"/> Yes <input type="radio"/> No		*

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 checked="" type="radio"/> Yes <input type="radio"/> No	See attached pricing.	*
85	Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in 81 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	See attached pricing.	*
86	Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in 81 - 82 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	See attached pricing.	*
87	Category 2 responders MAY include COMPLEMENTARY Brush and Wildland Urban Interface (WUI) Apparatus solutions in their response	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered.	*

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 Sourcewell 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 Sourcewell 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 Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
- [Pricing](#) - Sourcewell Price List_250806.xlsx - Tuesday August 19, 2025 13:51:59
 - [Financial Strength and Stability](#) - LDV Financial Strength Docs.zip - Wednesday August 13, 2025 10:57:20
 - [Marketing Plan/Samples](#) - LDV Marketing Samples.zip - Wednesday August 13, 2025 11:04:58
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - WI Motor Vehicle Purchase Contract.pdf - Wednesday August 13, 2025 10:53:24
 - [Upload Additional Document](#) - Supplemental Information.zip - Tuesday August 19, 2025 14:07:09
 - 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. - Frank Solofra, Director of Corporate Accounts, LDV, Inc.

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