

MASTER AGREEMENT # 082025 CATEGORY: Firefighting Apparatus and Fire Service Vehicles SUPPLIER: Custom Fire Apparatus, 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 Custom Fire Apparatus, Inc., 509 68th Avenue, Osceola, WI 54020 (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.

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- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on December 8, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (RFP #082025), Category 1: Structural Apparatus and Comprehensive Solutions, to Participating Entities. In Scope solutions include:
 - a. Category 1: Structural Apparatus and Comprehensive Solutions, including, but not limited to:
 - i. Pumper trucks, aerial trucks, tanker/tender or water supply trucks, and quints;
 - ii. Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in i. above;
 - iii. Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in i. ii. above; and,
 - iv. **Category 1** responders **MAY** include <u>complementary</u> Specialty Apparatus and Equipment and Brush and Wildland Urban Interface (WUI) Apparatus solutions in their response.
 - 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
 - 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
 - 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
 - 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200). Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
 - i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal

Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

- ii) DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.
- iii) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- iv) RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit

Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by 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

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- 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.

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- 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

Custom Fire Apparatus, Inc.

Signed by:

Jeruny Schwartz

Jeremy Schwartz

Title: Chief Procurement Officer

Date:

DocuSigned by:

WHUDE LIKUDE

By:

Wayde Kirvida

Title: Business Manager

Date:

12/15/2025 | 9:35 AM PST

RFP 082025 - Firefighting Apparatus and Fire Service Vehicles

Vendor Details

Company Name: Custom Fire Apparatus, Inc.

Does your company conduct

business under any other name? If

yes, please state:

WI

509 68th Ave

Address:

Osceola, WI 54020

Contact: WAYDE KIRVIDA

Email: wayde@customfire.com

Phone: 612-325-1366 Fax: 612-325-1366 HST#: 39-1317082

Submission Details

 Created On:
 Monday July 07, 2025 14:27:05

 Submitted On:
 Tuesday August 19, 2025 15:21:02

Submitted By: ryan kirvida

Email: ryan@customfire.com

Transaction #: f6c37e76-19ca-4aee-b245-634d64004329

Submitter's IP Address: 147.243.245.211

Bid Number: RFP 082025

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.	Custom Fire Apparatus, Inc.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
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 = 0H9G8 SAM UEI = P3SKQWMXYCY6
5	Provide your NAICS code applicable to Solutions proposed.	NAICSC 336211
6	Proposer Physical Address:	Custom Fire Apparatus 509 68th Avenue Osceola, WI 54020
7	Proposer website address (or addresses):	www.customfire.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):	Wayde Kirvida Sales Representative Custom Fire Apparatus 509 68th Avenue Osceola, WI 54020 wayde@customfire.com 651-325-1366
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ryan Kirvida Business Manager Custom Fire Apparatus 509 68th Avenue Osceola, WI 54020 ryan@customfire.com 612-940-3665
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Kristi Scheet Office Manager Custom Fire Apparatus 509 68th Avenue Osceola, WI 54020 715-294-2555

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

			_
Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Founded in 1978 by Jim Kirvida, Custom Fire Apparatus, Inc., began as a small fire truck refurbishment business focused on helping fire departments that could not afford to buy a new fire truck. By repairing old trucks of various makes and models, Jim gained invaluable insight into how fire apparatus should be built to withstand time, rigorous use, and harsh environmental conditions. Armed with deep product knowledge, industry expertise, and strong customer relationships, Jim soon transitioned to designing and manufacturing new fire trucks tailored to the unique needs of fire departments and utilizing construction materials and methods that would set his trucks apart based on quality fit and finish, and come with a lifetime warranty to guarantee it. As word spread about Custom Fire's exceptional craftsmanship, departments across Minnesota and Wisconsin took notice. By 1982, the company had outgrown its
		original space and expanded into the former Bellanca airplane factory, the largest facility at the Osceola airport. Continuing its commitment to innovation and quality, Custom Fire recently invested several million dollars to upgrade its headquarters and expand into two additional manufacturing buildings. This expansion has more than doubled our footprint and production capacity, providing employees with a modern, safe, and efficient work environment. The company has also incorporated state-of-the-art equipment, including an additional fiber-optic laser and an advanced material handling system, further enhancing precision and product quality. By leveraging the latest technologies, Custom Fire consistently exceeds industry standards with every fire truck it produces. With approximately 45 employees, Custom Fire maintains a workforce small enough to provide personalized attention to customers and employees, yet large enough to compete with the nation's top apparatus manufacturers. Employees enjoy the benefits of a growing company while contributing to the safety and protection of communities across the country.
12	What are your company's expectations in the event of an award?	In the event of an award, our expectations would be to continue presenting Sourcewell as the most competitive, efficient, and economical way to buy a new fire apparatus. We would encourage non-members to join Sourcewell and we would encourage existing members to leverage their existing membership. As part of this effort we will explain the process of specing a new apparatus and drawing from our line of Core Models and available options. Sourcewell-awarded vendor designation allows access to Sourcewell members who value Custom Fire's unique value propositions of customization, quality, value, and customer service. If awarded the contract, Custom Fire expects to drive measurable growth by expanding access to our products through Sourcewell's established cooperative purchasing network. We will actively engage existing Sourcewell members and educate members of other cooperatives on the unique value and simplicity of the Sourcewell contract. This platform enables us to streamline procurement, strengthen distribution, and build long-term relationships based on trust, performance, and shared value. Along with the benefits of buying through Sourcewell, as well as our discounted pricing for Sourcewell customers, Custom Fire can now also promise shorter lead times due to expanded production capacity, which will further growth the presence of Sourcewell in our customer markets. We find that some of our customers are not aware that their municipality is contracted with Sourcewell in which case we "convert" and enable them to make their next purchase via the Sourcewell contract. With the prices of new fire apparatus often being cost prohibitive, we have seen and expect to continue seeing demand for fire apparatus refurbishments increase in the coming years. We are well suited to serve that demand as the refurb market is Custom Fire's heritage. We are educating customers about the fact that they can
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.	purchase re-furbishment work through their Sourcewell contract. Custom Fire Apparatus is a financially strong and stable company with a 45-plus year track record of profitable operations. We operate with a conservative financial philosophy, maintaining healthy cash reserves and a consistent year-over-year revenue growth rate. Our most recent audited financial statements confirm strong working capital, a current ratio well above industry benchmarks, and no reliance on external financing to fund operations or capital expenditures.

14	What is your US market share for the Solutions that you are proposing?	Estimates from the Fire Apparatus Manufacturer's Association indicate about Approximately 4300 fire trucks were sold in 2024 in the US.	
		Nationally, Custom Fire represents a very minor percentage of trucks sold given our factory-direct sales model and regional focus, as opposed to a dealer network model. Custom Fire's primary market includes Minnesota and Wisconsin where our marketshare in 2024 was approximately 13% and 8% respectively. The company also sold several complete fire truck refurbishments and large service projects which are not counted in those percentages.	
		Over half of Custom Fire's 2024 sales were through Sourcewell. Most of Custom Fire's sales last year were to repeat customers, which is a common theme due to strong customer relationships, however the company saw a significant increase of new customers. Our strength lies in providing highly specialized, multi-functional designs tailored to the specific needs of each department, which has also positioned us as a trusted provider for retrofit, re-chassis, and rebuild projects.	*
		Through strategic growth initiatives and expanding distribution channels, particularly via cooperative purchasing platforms, we are actively working to increase our national footprint.	
15	What is your Canadian market share for the Solutions that you are proposing?	Custom Fire Apparatus currently holds a limited share of the Canadian market, as we are in the early stages of market entry following our recent ULC certification. While our official market share is presently under 1%, we have begun establishing a presence through targeted partnerships with a leading Canadian fire apparatus dealer. To date, we have completed several projects, including the delivery of a fully built apparatus, partial body assemblies for dealer completion, and two specialized foam eductor trailers for an industrial customer in Alberta. These engagements have helped us establish credibility and operational readiness in the Canadian market. We view Canada as a strategic growth opportunity and are actively investing in relationships, compliance, and tailored solutions to meet the specific needs of Canadian fire services.	*
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.	N/A as Custom Fire Apparatus has had no bankruptcy proceedings.	*
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	Custom Fire Apparatus, Inc. is a manufacturer of custom fire apparatus and related specialized equipment. We design, engineer, and build our products in-house at our Wisconsin-based facility, ensuring full control over quality, performance, and compliance. Our sales and service functions are primarily carried out by company-employed personnel. The majority of our revenue is generated through direct factory sales representatives, who work closely with departments to deliver tailored solutions aligned with their operational needs. Service is provided by trained factory technicians, either at our manufacturing site or on location, depending on customer preference and scope of work. In select cases—particularly when geographic or scheduling considerations apply—we may coordinate with trusted third-party service providers, subject to customer approval, to ensure responsiveness and continuity of service.	
	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?	While we maintain direct relationships in our core markets, we also partner with a small number of independent dealers in select regions to support strategic growth and expand market reach. These partnerships are managed closely to maintain consistent product knowledge, training, and service quality.	*
		Custom Fire is not a distributor/dealer/reseller but is an Original Equipment Manufacturer of fire fighting apparatus.	
		Custom Fire is best described as a manufacturer of fire apparatus that sells "factory direct" to end customers in most cases. In some cases, Custom Fire sells it's originally manufactured apparatus to dealers and other OEMs who then up-fit the product and sell to their end customer. Those dealers and OEMs that Custom Fire sells to are not owned by Custom Fire but are third party entities. The dominant majority of Custom Fire's sales to end user customers are sold directly from the factory by sales people who are employed by Custom Fire.	

	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.	Custom Fire Apparatus, Inc. holds all necessary licenses and certifications required to manufacture, sell, and support fire apparatus in multiple jurisdictions, and we maintain compliance through a combination of internal expertise and qualified third-party partners. We are licensed as both a manufacturer and dealer in the state of Wisconsin, and we also hold a Texas Manufacturer License, a prerequisite for participation in the HGACBuy cooperative purchasing program. These licenses ensure we meet all regulatory requirements for production, sales, and delivery in those states. When needed, third-party service providers are vetted and must meet EVT certification requirements if performing work on our behalf. To support expansion into the Canadian market, we achieved ULC certification in 2021 and continue to maintain that credential, allowing us to deliver certified apparatus that meet Canadian performance and safety standards. All certifications and licenses are actively maintained and regularly audited to ensure full compliance with applicable federal, state, and industry requirements.	*
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 Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A as Custom Fire Apparatus has had no disbarments or supspensions	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Custom Fire Apparatus has been consistently recognized within the professional community for innovation, technical leadership, and product excellence with the best recognition being through customer referrals, a primary means for our sales growth. Over the past five years, we've been regularly featured in respected trade publications such as Fire Apparatus Journal and Fire Apparatus & Emergency Equipment Magazine, often cited for our custom engineering capabilities and unique apparatus solutions.	
		We have been consulted by industry writers including Bill Adams and Al Petrillo, who frequently highlight our work in areas such as multi-functional rescue-pumpers, clean cab layouts, and specialized equipment integration. These references demonstrate our continued relevance and technical leadership within the fire apparatus manufacturing space.	*
		A particularly notable achievement was the successful design and ULC certification of a 140-foot articulating aerial platform for Vancouver Fire Rescue Services—a first-of-its-kind build in Canada, showcasing our advanced design, engineering, and compliance capabilities in a highly regulated environment.	
		Although formal awards are rare, these consistent editorial inclusions and technical milestones reflect our status as a respected innovator and trusted manufacturer in the industry. Article reprints and supporting materials are provided in Table 3, Line Item 18.	
21	What percentage of your sales are to the governmental sector in the past three years?	Over the past three years, virtually all of Custom Fire Apparatus's sales—approximately 98%—have been to governmental entities, including city, township, county, and tribal fire departments. Our core business is centered on serving the municipal fire service sector, where we have built long-standing relationships based on performance, customization, and after-sale support.	*
		The remaining small percentage consists of occasional contracts with industrial or private fire brigades, but our operational model, certifications, and service infrastructure are all designed around the unique needs of public-sector emergency response agencies.	
22	What percentage of your sales are to the education sector in the past three years?	N/A Custom Fire does not sell to the education sector.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Custom Fire is a member of the HGAC cooperative purchasing agreement with annual sales volume through this agreement of approximately \$2 million.	*
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?	N/A. Custom Fire does not have any GSA contracts or Standing Offers and Supply Arrangements.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
NORTH SAINT PAUL FIRE DEPT. NORTH ST. PAUL, MN	FIRE CHIEF JASON MALLINGER	651-747-2552	*
NEWTOWN SQUARE FIRE DEPT. NEWTOWN, PA	CHIEF ENGINEER HARRY ROBINSON	215-847-9456	*
WAYNE TWP FIRE DEPT. INDIANAPOLIS, IN	ASST. FIRE CHIEF MATT STEWART	317-775-0680	*
WAUSAU FIRE DEPT. WAUSAU, WI	FIRE CHIEF JEREMY KOPP	715-261-7900	

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

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

Line Item	Question	Response *
26	Sales force.	Strong Regional Presence with Experienced Factory-Direct Team Company Background Since 1978, Custom Fire has been a trusted regional player in the fire apparatus industry.
		We pride ourselves on being agile, which enable fast, direct communication and personalized service.
		Municipal Sales Team Custom Fire maintains a factory-direct sales model, enhanced by dealers in targeted areas such as Colorado, North Carolina, and Long Island identified for their unique fit and suitable representation.
		Minnesota, Wisconsin, Northern Iowa, Northern Illinois (primary territories) Additional states served upon request, including New Jersey, Pennsylvania, New York, Connecticut, Maryland, Virginia, and Alaska—demonstrating our expanding footprint.
		Sales Team Experience Scott Lumby: 25+ years of experience selling loose equipment and complete fire apparatus. Wayde Kirvida: Mechanical Engineer turned salesperson with 20+ years factory-direct experience. Jessie Corey: Product designer since 1993, transitioned to inside sales and Project Mgt.
		Industrial Sales Focus Beyond municipal apparatus, Custom Fire has a strong presence in industrial firefighting markets such as oil and gas, chemical, and refinery sectors. Our industrial product lineup includes: Foam delivery skid units Foam supply units High-capacity foam and water pumpers.
		Industrial sales are led by company president and founder, ensuring direct leadership involvement in this key market segment. Our Lead Engineer also is directly involved in all Industrial Sales activities due to the complex nature of the product.

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27 Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.

Factory sales reps serve clients in MN, WI, IA, IL as well as other states which lack a dedicated sales rep or dealer/distributor.

Recent examples of states served by factory sales:

Maryland Pennsylvania New Jersey Connecticut Indiana

In addition to factory sales reps, we operate through the following relationships: Safetek/ProFire

Wayne Stevens, President
Serving Canada through complete and partial products
Abbotsford, BC, Canada
604-761-2974

Excengin, Inc.

Carlos Vargas, President Serving North and South Carolina as well as Latin and Middle Eastern accounts. Rutherfordton, NC (833) 923-6446

L.I. Proliner Inc.
Billy Georgiou, President
Serving Long Island, NY
Medford, NY
631-447-9558
www.ProlinerRescue.com

Floyd Bacon, President Serving CO, WY, MT, NM, AZ Castle Rock, CO 303-887-6322

Project Management is led internally at Custom Fire, however, any dealer involved in the sale is kept informed and involved as necessary to ensure a seamless customer experience.

Delivery and Onboarding/Training is conducted by internal Custom Fire team members and/or authorized distributors.

28	Service force.	Custom Fire Apparatus delivers high-quality, dependable after-sale support through a factory-direct service model that prioritizes technical expertise, responsiveness, and flexibility. Our approach centers on direct service by factory-trained personnel, supplemented by strategic partnerships to serve customers across wide geographic areas.
		Key Component Partners Where practical, we collaborate closely with key component suppliers—such as pump manufacturers, chassis providers, poly tank fabricators, roll-up door specialists, and light tower vendors—to address complex or specialized service issues efficiently and effectively.
		Factory-Based Service Team Our dedicated in-house service team, based at our Osceola, Wisconsin manufacturing and service facility, benefits from: Direct access to engineering and production resources Fast, knowledgeable issue resolution Product expertise that surpasses typical third-party repair networks Extended Service Coverage
		For customers located beyond our immediate travel radius or in remote areas, we partner with a network of trusted, customer-approved third-party service providers who: Have specialized experience with emergency vehicles Hold relevant EVT certifications Are coordinated through Custom Fire's service department to ensure consistent standards, communication, and follow-up
		Service Model Highlights Direct ownership of service quality with minimal handoffs Fast, informed diagnosis and repair by technicians involved in the original vehicle build Clear accountability as all service and warranty work is managed under unified factory leadership Customizable service solutions including preventive maintenance, inspections, training, and technical support
		Customer Benefits This hybrid service model allows Custom Fire to provide reliable after-sale support to Sourcewell participants across diverse regions—including urban and rural areas without sacrificing responsiveness or quality.
		Our extensive network of third-party providers has also been a valuable asset for new customer development and referrals.
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/Contracts are held by Custom Fire Apparatus, Inc., not the selling dealer or representative. In addition, the factory employed Contract Administrator takes over the project between contract and completion. The selling party remains involved throughout the process. After delivery the Custom Fire service department remains available to address any post delivery concerns and after sale support by working directly with the

end user or with the end user's service provider.

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.

Custom Fire Apparatus is committed to delivering exceptional customer service to support the operational readiness and long-term reliability of every fire apparatus we manufacture. Our customer service program is built on principles of direct access, fast resolution, technical expertise, and flexible support to meet the unique demands of emergency response organizations.

Customer Service Process and Procedures

Each vehicle delivery includes a comprehensive post-delivery walkthrough and onboarding session led by a project engineer or service specialist, conducted in person or virtually.

Service Manager proactively follows up with customers within 30–60 days post delivery to ensure customer satisfaction, answer questions, and confirm operational readiness.

Sales reps are provided with feedback and notified of any outstanding issues.

Initiation of Service Requests

Service requests can be initiated through the assigned sales representative, authorized dealer, or directly through Custom Fire's Factory Service Department.

Factory-direct customers collaborate with a dedicated Service Manager who coordinates diagnostics, scheduling, technician deployment, and parts dispatch.

Issue Diagnosis and Resolution

Rapid diagnosis is performed by factory-trained technicians who have intimate knowledge of each vehicle's build.

In-stock service parts are shipped within 24 hours; custom-fabricated parts are typically produced and shipped within 48 hours.

On-site repairs are scheduled promptly based on urgency, geographic location, and technician availability to minimize downtime.

Flexible Service Delivery

Factory mobile technicians and approved third-party service providers deliver service at the customer's location, especially in remote or hard-to-reach areas.

Chauffeur service is available for customers unable to deliver or retrieve vehicles for factory repairs.

Performance Monitoring and Continuous Improvement

All service requests, response times, and resolution outcomes are tracked for accountability.

Engineering reviews recurring issues to implement product improvements and prevent future occurrences.

Response Time Capabilities and Commitments

In-stock Parts Shipment Within 24 hours

Custom Parts Shipment Within 48 hours

Initial Service Response Typically within 24 hours

Follow-Up Communication Within 7 days post-service

On-site Service Scheduled promptly based on issue urgency and location

Incentives and Provider Engagement

Direct Accountability: Factory-employed technicians and Service Managers take personal ownership of service outcomes to ensure quality and responsiveness.

Continuous Training: Service providers receive ongoing technical training and access to engineering support to improve repair efficiency and accuracy.

Recognition Programs: High-performing technicians and service partners receive internal recognition to encourage excellence.

Collaborative Relationships: Strong partnerships with third-party providers foster a shared commitment to customer satisfaction and reliability.

Summary

Custom Fire Apparatus delivers a customer service program that combines rapid response, expert technical support, and flexible service options to ensure that every fire apparatus remains mission-ready. Our hybrid factory-direct and authorized partner model guarantees consistent service quality and accountability across all geographic areas, supporting emergency response teams wherever they operate.

Describe your ability and willingness to Custom Fire is fully committed to making our products and services available to all provide your products and services to Sourcewell participating entities across the United States, regardless of location. Sourcewell participating entities. We actively support Sourcewell's mission to streamline public procurement and believe every member should have equal access to our apparatus, custom configurations, and service capabilities. 1. Nationwide Sales Reach Factory-Direct Sales Team serving members nationwide Select Dealer Partners in designated regions For areas without current representation: Direct internal response Proposal development and specification support Virtual and in-person consultations to guide the process 2. Nationwide Service Capability In regions without a physical service center or prior relationships, we: Identify and authorize qualified, customer-preferred service providers Vet and train providers as needed Provide ongoing support from our in-house Service & Engineering teams 3. Commitment to Access & Support No exclusions—full suite of products and services available to all members Remote and on-site service coordination Virtual pre-construction meetings and final inspections Full logistics support for delivery, training, and warranty service nationwide 4. Tailored Solutions, National Standards Flexibility of a small, responsive manufacturer National-level standards for quality and service Every contract—regardless of geography—managed with the same rigor and care as our core Upper Midwest customers Custom Fire is not only able but enthusiastic about serving Sourcewell members nationwide—bringing responsive service, creative problem-solving, and long-term partnership to every engagement. 32 Describe your ability and willingness to Custom Fire is dedicated to serving Sourcewell participating entities in Canada through a combination of strategic dealer partnerships and ULC-certified manufacturing. provide your products and services to Sourcewell participating entities in Canada. 1. Dealer-Driven Access & Support Operating exclusively through authorized Canadian dealer representatives, dealers navigate local codes, certifications, and service requirements. They act as primary contact for sales, specification support, and after-sale service. And they ensure compliance with provincial and national standards 2. Product Availability & Responsiveness Through our dealer network, we offer the full range of Custom Fire apparatus and specialty vehicles, supported by: Custom design collaboration with Canadian buyers Engineering documentation aligned with Canadian regulations Logistics and service planning to ensure smooth delivery and ongoing support 3. Long-Term Growth in Canada Expanding market footprint we are investing in capacity and infrastructure to support Canadian municipalities & industrial buyers, guaranteeing consistent access to Custom Fire quality for all Sourcewell-affiliated entities, nationwide.

Custom Fire is well-positioned and fully committed to supporting Canadian participants through qualified dealer partners, ULC-compliant production, and a collaborative, service oriented approach that extends from purchase to long-term operation.

States or Canada that you will NOT be fully serving through the proposed agreement. 20. products are available nationwide and throughout Canada, subject only to the availability of appropriate service and warranty support mechanisms. 21. Service & Warranty Considerations While we do not exclude any region, our ability to fully support apparatus post-delivery depends on establishing a qualified and customer-approved service method. Options 22. Concal Sarvice Center: Identify and quality a nearby center that meets our standards and customer expoctations. 23. Factor-Direct Support Mobile service visits or remote technical guidance from our in house experts. 24. Proactive Approach to Coverage Gaps 25. Veractive Approach to Coverage Gaps 26. Veravaluate coverage on a case-by-case basis. Where service gaps exist, we collaborate with Sourcevell members to develop customized solutions for uninterrupted support. Our goal is to ensure continuity of care for every apparatus we deriver. 26. There are no pre-determined ageographic exclusions. Our ability to serve depends solely on establishing adequate warranty support and service a rangements—which we putter dilipsely for every using parties were depended solely our Solutions if avaired an agreement, and the reasoning for this. 27. Custom Fire Apparatus, inc. will fully serve all Sourcevell participating entity sectors—government, declared, and an agreement, and the reasoning for this. 28. Custom Fire Apparatus, inc. will fully serve all Sourcevell participating entity sectors—government entities. 28. The constraint of the proposed contract. 29. If an entity is Sourcevell approved, and able to be serviced after the sale, we will serve them to the best of our ability. 29. While our history and expertise are strongest in municipal fire service and industrial customers and organizations in other sectors whose missions require specialized for or emergency response, our products and services are equally applicable to qualified departments and organizations in other		·		
Serving through the proposed agreement. Our products are available nationwise and throughout Canada, subject only to the availability of appropriate service and avaranty support mechanisms. 1. Service & Warranty Considerations While we do not exclude any region, our ability to fully support apparatus post-delivery depends on establishing a qualified and customer-approved service method. Options include and customer appropriate service center identify and qualify a nearby center that meets our standards and customer support. Mobile service with the customer to approve an independent service provider for warranty work. 2. Proactive Approach to Coverage Gaps We evailable coverage on a case-by-case basis. Where service gaps exist, we collaborate with Sourcewell members to develop customized subdoms for uninterrupted support. Work of the customer of approximate subdoms for uninterrupted support. Work of the customer of approximate subdoms for uninterrupted support. Work of the customer of approximate subdoms for uninterrupted support. Work of the customer of approximate subdoms for uninterrupted support. Work of the customer of approximate subdoms for uninterrupted support. Work of the customer of approximate subject of the customer of approximate subdoms for uninterrupted support. Work of the customer of approximate subdoms for uninterrupted support. Work of the customer of approximate and subdoms for approximate and subdoms for approximate and subdoms for approximate and subdoms for approximate and processed contract. 1. Exemption of the subdoms for the proposed contract. 1. Exemption of the subdoms for the proposed contract. 1. Exemption of the subdoms for the subdoms for approximate and appro	33		Custom Fire Geographic Service Policy	
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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.	Custom Fire's marketing strategy for Sourcewell is intentionally multi-faceted, targeting both visibility and education to ensure prospective customers understand the value and accessibility of the cooperative contract. Integrated Messaging Across Channels We are integrating Sourcewell-specific messaging into our communications and branding as well the overall customer experience such as; Pre-construction meetings Factory tours Spec reviews and proposal presentations This ensures that even one-on-one customer interactions become part of our ongoing Sourcewell outreach. Sourcewell-Centered Content Strategy Custom Fire will be developing Sourcewell-focused content such as: Case study write-ups from successful Sourcewell purchases Short-form videos highlighting ease of procurement through Sourcewell
		• Email marketing campaigns geared toward municipal leaders and procurement officers Trade Show Presence and Networking At trade shows and regional conferences, our booth will continue to display Sourcewell- branded materials, and staff prepared to discuss purchasing via Sourcewell as a core topic. This year (2025) we included Sourcewell branding on our demonstrator fire trucks (ie. moving billboards) as shown in photos (see addendum). This has generated significant awareness especially at trade shows such as the Wisconsin Fire Chiefs Convention held at Wisconsin Dells in June. Dealer & Partner Enablement Though our sales are primarily factory-direct, we will provide our independent service partners and any affiliated representatives with Sourcewell information such as marketing collateral and guidance to ensure consistent messaging across all customer touchpoints.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Supporting marketing materials referenced will be uploaded per instructions. Custom Fire embraces digital tools and data to optimize our marketing efforts and amplify the visibility of our Sourcewell contract offering. Targeted Digital Advertising and Retargeting We deploy digital ads across platforms like Google and YouTube that are keyword-optimized for fire apparatus procurement, and will increase focus on municipal purchasing and Sourcewell. Leveraging cookies and metadata, we use retargeting campaigns to recapture the attention of visitors who previously explored our offerings online. Content Analytics and Conversion Monitoring We track metrics like click-through rates, time-on-page, and bounce rates to refine our messaging. This ensures content related to our focus areas deliver measurable impact. Email Automation and Lead Nurture Using data from lead capture forms, trade show scans, and inbound inquiries, we intend to increase email workflows that educate prospects on the Sourcewell purchasing process to guide users through product purchasing steps—reducing friction in the decision-making process. VISIT OUR YOUTUBE CHANNEL TO SEE VIDEOS ABOUT OUR PRODUCTS
		https://www.youtube.com/CustomFireApparatus Please see marketing addenda (e.g. examples of social media and other promotional collateral including the application of Sourcewell branding)

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?	Role of Sourcewell: We view Sourcewell as a vital partner in raising awareness about the advantages and availability of competitively awarded contracts. By leveraging its broad network and trusted reputation, Sourcewell can facilitate connection with a diverse range of public sector entities and stimulate interest through ongoing outreach, educational initiatives, and targeted communications.
		Our Commitment as a Vendor: Custom Fire takes an active role in complementing Sourcewell's efforts by consistently highlighting the contract's value proposition in all sales and marketing channels. We ensure that current and prospective clients understand the streamlined procurement process and cost efficiencies made possible by the Sourcewell contract. Every communication with a prospect entails conversation about Sourcewell and we leverage the sales support materials provided by Sourcewell to enhance their awareness and understanding.
		Sales Team Integration: Our sales organization is deeply embedded with knowledge of the Sourcewell program. We provide continuous training sessions to keep them updated on contract specifics, terms, and benefits. This empowers our sales professionals to proactively introduce and integrate Sourcewell as a preferred purchasing pathway, seamlessly incorporating it into each customer interaction and proposal. This collaborative approach between Sourcewell's promotional capabilities and Custom Fire's proactive sales engagement ensures the contract is effectively utilized and promoted across all appropriate markets.
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.	E-Procurement Availability and Usage Given the highly specialized and customizable nature of our fire apparatus products, we do not currently offer a traditional e-procurement or online ordering system. Our sales process emphasizes direct collaboration with customers to tailor each vehicle's specifications, ensuring their unique operational requirements are fully met. Governmental and educational clients typically engage with our experienced sales team through personalized consultations, allowing them to thoroughly review design options and configurations. This hands-on approach—often including in-person demonstrations and detailed discussions—provides a level of service and product understanding that cannot be fully replicated through automated e-commerce platforms. We remain open to exploring digital tools that enhance communication and streamline ordering while maintaining the high-touch experience that our customers value.

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.	In accordance with NFPA, we demonstrate operation of the apparatus and key vehicle systems. This includes a walk around explanation of the apparatus and all its components. This also includes operation of the apparatus to demonstrate real world conditions. For example, we connect the truck to our underground water tanks, establish draft, and pump water out of the truck. During this event, we take each member of the customer team through the pump control system, discharge operation, intake operation, pump primer, foam system, etc. Because each apparatus is unique, we use the apparatus specifications as guide for this process. We do not employ a grading or rating system as that is not within the scope of the manufacturer's responsibilities. Recurrent sessions are made available upon request to help maintain proficiency and address any operational uncertainties that may develop over time. Training is delivered either by our factory-employed staff or, when necessary, by authorized third-party trainers who are well-versed in NFPA standards and the specific application of the equipment. There may be a fee associated if a third party is employed (such as when the end user is distant from our factory site). We consider this hands-on, ongoing support a key value component of the Sourcewell offering, enhancing customer experience beyond price and fostering long-term confidence and satisfaction.	*

42	Describe any technological advances that your proposed Solutions offer.	Technological Advances in Our Products and Services Custom Fire integrates advanced technology throughout our products and processes to enhance performance, safety, and customer experience.	
		Fiber Optic Laser fabrication and automated material handling installed in 2024 have improved manufacturing quality and throughput, reducing lead times of completed products to the customer.	
		Factory Floor Blog: Customers gain 24/7 online access to real-time updates and detailed information about their projects while in production, improving transparency and communication.	
		Computer-Modeled Products: Our precision-engineered computer-designed models ensure manufacturing accuracy, consistent quality, and facilitate superior field support and documentation.	
		Key Technologies Include: GPS-enabled light controls for adaptive warning light intensity and improved on-scene safety.	*
		Hot and cold water decontamination discharges designed for effective turnout gear cleaning directly on the scene.	
		Computer-controlled foam systems for precise and economical application of foam agents.	
		Multi-point pressure control with computerized Engine and Pump management to optimize water flow.	
		Idle reduction systems that contribute to fuel savings and lower emissions.	
		Ultra high-pressure foam technology for rapid fire knock-down.	
		Crew area air purification systems enhancing safety within closed environments.	
		These innovations underscore our commitment to delivering cutting-edge, reliable, and safe fire apparatus tailored to meet evolving customer needs.	
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Manufacturing Facility Enhancements: Our new manufacturing facility is equipped with state-of-the-art LED lighting, delivering the latest in energy efficiency and significantly reducing electricity usage. We have also implemented advanced energy-saving HVAC systems, including in-floor heating, which optimizes energy consumption while maintaining a comfortable environment. Large windows are incorporated throughout the facility to maximize natural sunlight, enhancing energy savings and creating a more inviting and productive workspace for our employees. Additionally, we have retrofitted lighting in our pre-existing facility to all LED fixtures, further extending our energy-efficient initiatives.	
		CAD/CAM Manufacturing: Utilizing computer-aided design and manufacturing techniques, we optimize material use through precise part cutting, minimizing scrap and waste throughout production.	*
		Unpainted Stainless Steel Bodies: The use of brushed stainless steel fire apparatus bodies eliminates the need for wet paint, reducing volatile organic compound (VOC) emissions and environmental impact associated with painting.	
		Idle Reduction Technology (IRT): Our available IRT systems employ batteries or auxiliary diesel engines to power essential vehicle functions without running the primary engine, reducing engine wear, lowering emissions, and cutting fuel consumption.	
44	Identify any third-party issued ecolabels, 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.	Custom Fire is actively pursuing formal recognition for our commitment to sustainability and energy efficiency. We are currently in the process of applying for Focus on Energy recognition, which acknowledges companies that demonstrate leadership in energy conservation and environmentally responsible practices.	*
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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?	Design-Build Customization Each customer is paired with a dedicated product designer and project engineer. Use of 3D modeling and computer-aided assembly to engineer products precisely to customer specifications. Ensures personalized, high-quality equipment at a competitive cost. Advanced Manufacturing Technologies Fiber Laser Fabrication: Provides high-precision cutting and superior product quality. Automated Material Handling System: Enhances manufacturing efficiency and consistency. Result: Improved product quality, shorter lead times, and faster delivery without compromising craftsmanship.
		Durable and Repairable Construction Bolted construction using corrosion-resistant stainless steel. Easy and economical repairs facilitated by modular design. Replacement body parts available within 48 hours to minimize customer downtime.
		Open-Source Components Use of non-proprietary parts allowing customers multiple options for sourcing replacements. Avoids vendor lock-in common with sole-source suppliers. Provides long-term flexibility and cost control in maintenance.
		Reliable Automotive-Style Electrical Systems 12V systems with name-brand relays and resettable circuit breakers. Power distribution panel is accessible and equipped with detailed "as-built" schematics. Weatherproof Deutsch connectors and return ground wires on all lights ensure reliability. Primarily hard-wired system for durability and easy serviceability over decades.
		Small company ethos Access to company decision makers. Treat customers by name rather than VIN #. And they frequently remind us of this attribute. Shorter Lead times that the big box companies.
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	Custom Fire maintains active membership in the Fire Apparatus Manufacturers' Association (FAMA), where we contribute to ongoing technical and safety standards development. We recently (June 2025) submitted one of our products to FAMA to subject it to a rigorous slip resistance testing to ensure firefighter safety.
	federal and state requirements.	We also uphold the principles and construction requirements outlined in NFPA standards, integrating them into our design, production, and quality assurance processes.
		When needed, third-party service providers are vetted and must meet EVT certification requirements if performing work on our behalf. All certifications and licenses are actively maintained and regularly audited to ensure full compliance with applicable federal, state, and industry requirements. Documentation can be made available upon request.
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.	Custom Fire is ULC-certified, having successfully completed complex builds for Canadian customers—including an advanced articulating aerial platform for the City of Vancouver. This certification enables us to deliver compliant apparatus across Canadian jurisdictions, including to municipal and industrial customers with rigorous technical and regulatory needs.

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.

Custom Fire Apparatus delivers dependable, high-quality after-sale support through a factory-direct service model that emphasizes technical expertise, responsiveness, and flexibility. Our approach is centered on providing direct service by factory-trained personnel, supported by strategic partnerships for geographically dispersed customers.

Factory-Based Service Team

Service is led by a dedicated in-house team of 4 full-time service technicians located at our manufacturing and service facility in Osceola, Wisconsin.

These technicians are trained across all apparatus systems, including pumps, electrical, hydraulics, structural elements, and aerial devices. Their direct access to engineering and production resources ensures fast issue resolution and product knowledge that exceeds what is typically available through third-party repair networks.

Field Service and Mobile Support

Custom Fire operates a mobile response capability to perform warranty work and postdelivery service at the customer's location. This includes regular travel throughout our primary territory and beyond, enabling us to address issues quickly and reduce downtime for departments.

Our technicians carry OEM-level diagnostic tools and parts, and repairs are performed to factory standards by the same professionals involved in original production.

Extended Service Coverage

For customers outside our immediate travel radius or in remote regions, we maintain a network of trusted, customer-approved third-party service providers. These partners are selected for their experience with emergency vehicles and hold relevant EVT certifications. All third-party service work is coordinated through Custom Fire's service department to maintain consistency in standards, communication, and follow-up.

Service Model Highlights

Direct ownership of service quality, with minimal handoffs.

Fast, informed diagnosis and repair, thanks to technicians' involvement in the original build. Clear accountability, as service and warranty work are handled by factory staff under unified leadership.

Customizable solutions, including preventive maintenance, inspections, training, and technical support.

This hybrid model of factory-direct service with selective third-party augmentation allows Custom Fire to offer Sourcewell participants reliable after-sale support across a broad geography—including both urban and rural departments—without sacrificing service quality or responsiveness.

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.		C Yes No	Our workforce demonstrates a deep dedication to diversity and inclusion, with women comprising 40% of our office staff across key departments including engineering, logistics, marketing, accounting, service, and office management.	*
50		Minority Business Enterprise (MBE)	C Yes No	N/A	*
51		Women Business Enterprise (WBE)	C Yes ← No	N/A	*
52		Disabled-Owned Business Enterprise (DOBE)	∩ Yes ເ No	N/A	*
53		Veteran-Owned Business Enterprise (VBE)	€ Yes C No	Custom Fire is veteran-owned, James M. Kirvida is a former U.S. Navy E4 Petty Officer, 2nd Class.Our hiring practices reflect our strong commitment to supporting veteran business initiatives.	*
54		Service-Disabled Veteran-Owned Business (SDVOB)	C Yes	N/A	*
55		Small Business Enterprise (SBE)	C Yes No	N/A	*
56		Small Disadvantaged Business (SDB)	C Yes No	N/A	*
57		Women-Owned Small Business (WOSB)	C Yes 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 and Options Payments are typically structured in two stages: A progress payment upon chassis delivery and a final payment upon customer acceptance. Early payments may qualify for discounts or credits, calculated based on current market interest rates. Delayed progress payments are subject to finance charges, also determined by prevailing interest rates. Accepted payment methods include cash, check, and wire transfer.	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	Financing Options We offer and regularly provide Municipal Lease-to-Own financing packages, typically structured over 5, 7, or 10-year terms to suit your budget and capital planning needs. Early payment discounts are available for invoices paid before the due date.	*

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.	Custom Fire requires a signature on a standard purchase contract. SEE TABLE 6A-60 for Sample Contract.
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Although we have not previously accepted or been requested to accept P-Card payments, we are willing to evaluate this option upon request.
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.	We offer a "Core+" pricing model designed to provide the basic essentials, NFPA compliance and customization. The Core model is the most appropriate "starting point" for a new apparatus spec. We select a Core Model to start with and add the right Common Options and Special Options to tailor the spec to the customer's unique requirements. Common options are just that. They are the type of upgrades we offer and provide on a routine basis. Special Options go beyond standard offerings as new technologies and components are
		introduced over time. Details for Core Models and Common Options can be found in: "TABLE 7A-74" "TABLE 7A-OPTS". Special Options typically require more resources and engineering, and therefore qualify for a lower discount rate than Common Options.
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.	CORE MODEL DISCOUNT The discount from List price for each core model is shown on TABLE 7A-74. COMMON OPTION DISCOUNT
		Common Options receive a 15% discount from list as depicted on TABLE 7A-OPTS
64	Describe any quantity or volume discounts or rebate programs that you offer.	Due to the custom nature of our product, most discounting derives from repeatability for manufacturing efficiency. There is very little opportunity for volume discounts from the suppliers in our industry. We treat it on a case by case basis and extend the savings to the customer. The largest savings come from engineering efficiencies when a new customer follows a previous design. Amounts range from \$8,000 to
		\$20,000 depending on the complexity of the design and reduced engineering hours.
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.	Sourced components will be priced by applying cost + mark-up + labor to determine the MSRP. Sourcewell discount is then applied which is consistent with Core models and options discounts.
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 predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Additional Cost Considerations Travel Expenses Customer travel expenses are not included in the base price, as they vary significantly based on distance, travel method, number of personnel, and frequency of visits. Bond Costs If a Performance Bond is required by the end user, the associated cost will be added to the final price at our cost. Extended Warranty & Service Packages
		Optional packages, such as extended warranties, training, or service agreements, may incur additional costs depending on their scope and duration.

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 Costs Delivery within 300 miles of the factory is included in the base price. For deliveries beyond 300 miles, charges will be billed at cost, based on the chosen method of transportation and driver expenses. Due to fluctuations in fuel prices and air travel rates, a fixed delivery rate may not be available for long-distance shipments.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Offshore Freight, Shipping, and Delivery Freight, shipping, and delivery terms for offshore orders will be provided separately when applicable. Pricing will be determined based on the actual cost of transport.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Customer Facilities and Delivery Options We offer access to the following on-site facilities for all customers: In-ground scale Tilt table Pump test facility For Ex Works deliveries, we routinely provide operational demonstrations at our pump test facility. Customers are welcome to drive their own vehicle home, provided they present valid proof of insurance and appropriate licensing. For FOB deliveries, we offer chauffeur service by factory employees to ensure a smooth and secure transport experience.	*

70	Specifically describe any self-audit process or program that	Sourcewell Contracted Vehicle Documentation & Transparency	
	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.	For every vehicle purchased under a Sourcewell contract, a dedicated order packet will be created. This packet will include:	
	proper priority.	Detailed visual aids Black and white 2 dimensional reference and proposal print	
		(blueprints) Full color 3 dimensional solid model engineering renderings	
		Complete apparatus specifications	
		Price pages	
		A formal order form	
		Specifications and visual aids travel with the project through production.	
		The packet will be retained in both digital and physical formats after delivery.	
		Traceability & Compliance Measures:	
		Each project will be assigned a unique job number and clearly labeled as a Sourcewell project.	*
		Every completed truck will feature a permanent placard identifying its Sourcewell status and the customer representative's name.	
		Pricing Transparency Commitment:	
		Any two Sourcewell customers ordering the same configuration will receive identical pricing, much like a "window sticker" on a new vehicle.	
		Accountability Reporting:	
		Quarterly reports detailing all Sourcewell-related deliveries will be submitted to Sourcewell to ensure ongoing accountability and maintain program integrity.	
		Identification: Apparatus shall be provided with a unique plaque featuring Custom Fire and Sourcewell logos, member numbers, and contract information. This is to establish better recognition of the Custom Fire/Sourcwell partnership and brand.	
		Example: This apparatus was custom designed and built by Custom Fire Apparatus, Inc. through Sourcewell Contract for the Fire Department. Delivered on,	
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether	Contract Method Tracking & Strategic Response	
	you are having success with the agreement.	We track and internally communicate the purchase method and source of success for all awarded contracts. This information is used to inform and guide decisions related to marketing, sales strategy, and distribution planning.	*
		Consistently strong performance in a particular purchasing method or contract channel will reinforce our efforts and drive further investment in that area—while underperforming channels may see reduced focus or realignment.	
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	Sourcewell Administrative Fee A Sourcewell Administrative Fee is applied based on the selected Core Model.	*
	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.	Specific fee amounts are detailed in: "TABLE 7A-74."	

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
73	, and the second se	Sourcewell is the most resource efficient and cost effective way to purchase from Custom Fire.

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

Line			
Item	Question	Response *	

Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.

Tables referenced below may be found in the zip folder titled Sourcewell "Proposed Product Tables and Specs". We have broken our offering into 2 categories, COMPLETE and PARTIAL.

Partial products are accessories and subassemblies requiring further equipment to be complete. They may be selected to upgrade or refurbish an existing vehicle. They may be added to a core model as necessary to meet the Participating Entity's requirements.

Complete products are finished fire and rescue vehicles. We are offering 11 different completed NFPA Fire and Rescue apparatus including Brush Truck, Initial Attack, Urban Interface, Custom Pumper, Commercial Pumper, Full Response® Pumper, Light Rescue, Heavy Walk In Rescue, Heavy Duty NonWalk In Rescue, Tender, and Pumper Tanker.

Complete products are provided in the form of Core Models, which are complete functional vehicles that comply with NFPA 1901. The Core models may be altered or enhanced with the addition of Common Options and Special Options.

Core models and listed and priced on the Document titled "TABLE 7A-74" contained within attached Zip folder. In addition, complete spec sheets are provided for each Core Model contained within attached Zip folder.

STANDARD FEATURES OF EVERY CORE MODEL: Aluminum or Stainless Steel Apparatus Body Poly Tank of stated capacity (where applicable) Roll Up Compartment Doors NFPA Compliant Hosebed (where applicable) NFPA Compliant pump system (where applicable) of stated capacity LED Warning and DOT Lighting in compliance with NFPA NFPA "loose equipment" basic set. You may refer to the spec sheets for more description of each Core Model. They are found in the zip folder "Sourcewell Proposal Product Tables and Specs".

INITIAL ATTACK/WILDLAND CORE MODELS Above standard features apply. These are vehicles designed for urban interface and off road type operations. They can pump while driving. They are equipped with fire pump systems and poly tanks and body configurations normally associated with wildland or urban interface conditions. They are NFPA compliant in CORE model form and may be enhanced significantly with Common and Special options.

PUMPER CORE MODELS Above standard features apply. These are vehicles designed for primarily municipal rescue and structural fire operations. They are equipped with fire pump systems and poly tanks and body configurations normally associated with structural fire fighting conditions. They are NFPA compliant in CORE model form and may be enhanced significantly with Common and Special options. All pumper core models feature proven midship or rear mount fire pumps. We are offering midship, rear-mount, and enclosed top mount versions of pumpers. We are offering both commercial and custom chassis.

SPECIAL SERVICE/RESCUE CORE MODELS Above standard features apply. These are vehicles designed for primarily municipal rescue and command operations. They are also suitable and available for law enforcement and public health initiatives. They are equipped with large storage compartments and crew areas. They are NFPA compliant in core model form and may be enhanced significantly with Common and Special options. We are offering both commercial and custom chassis.

MOBILE WATER SUPPLY CORE MODELS Above standard features apply. These are vehicles designed for the movement of water supply and backup support on structural fire operations. They are equipped with fire pump systems and poly tanks and body configurations normally associated with rural fire fighting conditions and water supply. They are NFPA compliant in core model form and may be enhanced significantly with Common and Special options. All tender and pumper-tender core models feature proven fire pumps starting at 1000gpm. Wetside and Dryside tender bodies are available. Options may be added to increase tank capacity and rear axles as necessary.

AERIAL APPARATUS Custom Fire is a dealer for Sutphen Corporation and defers such product offerings to Sutphen for sale through Sourcewell. USED APPARATUS While we do not make this a core part of our business, we frequently take trade-ins towards new apparatus. Therefore, we will usually resell such apparatus if appropriate for service. In this case, we treat it like a refurbishment since it is rare to resell an apparatus without investing some level of work to make it suitable for a new owner.

75 Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Tables referenced below may be found in the zip folder titled "Sourcewell Proposed Product Tables and Specs".

PARTIAL PRODUCTS/SUBCATEGORIES

We are offering a variety of apparatus subassemblies and primary components allowing Participating Entities to refurb, rehab, and enhance their existing fleet of vehicles. Custom Fire is uniquely positioned to offer such services as they are our foundation as a company and our small company agility allows us to offer partial projects and refurbishment services. We have extensive experience in all the stated products and services.

See "TABLE 7A-75" for description and examples of each Product Type.

PARTIAL PRODUCTS AND SUBCATEGORIES

We offer several Partial Products also identified as subcategories.

They are as follows:

COMMON OPTIONS, see TABLE 7A-OPTS for a complete list and pricing. SPECIAL OPTIONS, see TABLE 7A-75 for definition and example. AFTERMARKET ACCESSORIES, see TABLE 7A-75for definition and example. PUMP MODULES, see TABLE 7A-75for definition and example. FIRE APPARATUS CREW CABS, see TABLE 7A-75for definition and example. FIRE APPARATUS BODY MODULES, see TABLE 7A-75 for definition and example. FIRE APPARATUS BODY UPGRADES AND REFURBISHMENT, see TABLE 7A-75 for definition and example.

76 Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes. Tables referenced below may be found in the zip folder titled "Sourcewell Proposed Product Tables and Specs".

APPARATUS REFURBISHMENT

This is addressed on Table 7A-75. Custom Fire is offering a "Bumper to Tailboard" range of refurbishment opportunities. We have the ability and routinely perform pump rebuilds, tank replacements, apparatus body repair/modification/repaint services. We also offer lighting overhauls, replacements, and upgrades. In addition, we can conduct drivetrain work through our numerous relationships with engine, transmission, frame, and suspension partners. While not as common of late, we have and continue to provide aerial remounts on to new chassis along with other non aerial-related upgrades. We typically provide a cost-benefit life-cycle analysis for the customer so they understand the impact of refurbishment vs. a new apparatus purchase. And we have the ability to line up financing of the same.

PRICING

We provide an upfront scope of work and quote established by labor and material requirements and standard mark-up. And we provide comparative data for a new "equivalent" apparatus.

CASE STUDY

A customer recently asked us to quote an identical replacement for a 31 year old pumper with 9500 miles on it in excellent condition. When they saw that a new truck would cost nearly \$700,000.00, they elected to upgrade and refurb their 31 year old truck for less than \$300,000.00. This was done through our existing Sourcewell contract. For this customer, it made sense to retain and invest in an apparatus that had been a faithful and reliable member of their team for three decades, while making the safety and functional enhancements that the new truck would have offered. Their refurbishment included the following:

- · All new lighting and 12V wiring.
- Conversion of hinged compartment doors to roll ups
- New valves and pump plumbing
- NFPA compliant pump test and certification
- New poly tank
- Added a rear pump intake
- New runningboards
- New reflective striping
- Added a front bumper extension, hose well, and discharge
- Replaced pump panel with new matching their more recent apparatus
- New cab interior seating and control console
- · Repaint and paint repair as necessary

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.	WARRANTY PROCEDURE A 1 year B2T "bumper to tailboard" warranty is standard on all new apparatus. Due to the significant component content and value, the coverage will vary based on the component content. Extended coverage is available on a case by case, component by component basis. The component mfr warranty shall prevail beyond the 1 yr B2T warranty. Labor costs are covered when performed by a Custom Fire technician. In addition, Custom Fire often reimburses or arranges for a third party when work at the factory is not practical or acceptable to the client. In order to maintain a high level of after-sale service, we establish third party warranty and post-warranty service relationships prior to placing a vehicle in a geographic region. In many cases, we will work through the existing customer third party. And int he case of a customer with their own technicians on staff, we will work though them and authorize them for warranty service. All warranty parts and service must be pre-approved by factory before work commences or is subject to denial.	*
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?	We will cover any warranty service costs that are either included in the final contract to the end user or are inherent to the component mfr. We routinely seek reimbursement from key suppliers such as chassis, pump, and poly tank mfrs. And we will provide warranty and out of warranty repair as part of our normal service business. In the event that mobile service is required, we will work that out with the customer to either provide our own techs or hire an approved 3rd party.	*
79	Describe any service contract options or extended warranties being offered with your proposal.	Tables referenced below may be found in the zip folder titled "Sourcewell Proposed Product Tables and Specs". Custom Fire already meets or exceeds the competition in every category of coverage. We offer extended warranties for added years of coverage for a range of pricing. Much of the warranty exposure is on purchased and installed components which may also offer additional coverage such as Fire Pump, Engine, Transmission, Valves, and Paint. See TABLE 7A-79 for more information on warranty options and pricing.	*

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	© Yes C No	Tables referenced below may be found in the zip folder titled "Sourcewell Proposed Product Tables and Specs". Please refer to Table 7A-74	*
81	Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in 77 above	€ Yes € No	Tables referenced below may be found in the zip folder titled "Sourcewell Proposed Product Tables and Specs". Please refer to Table 74-OPTS	*
82	Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in 77 - 78 above	© Yes C No	Tables referenced below may be found in the zip folder titled "Sourcewell Proposed Product Tables and Specs". Please refer to Table 7A-75	*
83	Category 1 responders MAY include COMPLEMENTARY Specialty Apparatus and Equipment and Brush and Wildland Urban Interface (WUI) Apparatus solutions in their response	€ Yes € No	Tables referenced below may be found in the zip folder titled "Sourcewell Proposed Product Tables and Specs". Please refer to Table 7A-74	*

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	C Yes		*
85	Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in 81 above	C Yes		*
86	Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in 81 - 82 above	C Yes		*
87	Category 2 responders MAY include COMPLEMENTARY Brush and Wildland Urban Interface (WUI) Apparatus solutions in their response	C Yes C No		*

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

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

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

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

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 *
	○ 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 Pricing Document Uploads.zip Tuesday August 19, 2025 10:00:19
 - Financial Strength and Stability Financial Strength and Stability Uploaded Documents.zip Tuesday August 19, 2025 09:30:47
 - Marketing Plan/Samples Marketing Plan Document Uploads.zip Tuesday August 19, 2025 09:47:24
 - WMBE/MBE/SBE or Related Certificates WMBE MBE SBE or Related Certificates Uploads.zip Tuesday August 19, 2025 09:36:22
 - <u>Standard Transaction Document Samples</u> Standard Transaction Document Samples-Table 6A Line Item 60 -TEMPLATE Proposal Sourcewell.zip Tuesday August 19, 2025 09:38:44
 - Upload Additional Document References Testimonials Table 2B Documents Uploaded.zip Tuesday August 19, 2025 14:20:56
 - Requested Exceptions Table 8 Exceptions Document Uploads.zip Tuesday August 19, 2025 15:18:09

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. Wayde Kirvida, Sales Manager, Custom Fire Apparatus, Inc.

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

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	M	2
Addendum_6_Firefighting_Apparatus_RFP_082025 Mon August 4 2025 05:42 PM	M	1
Addendum_5_Firefighting_Apparatus_RFP_082025 Thu July 31 2025 04:55 PM	M	1
Addendum_4_Firefighting_Apparatus_RFP_082025 Fri July 25 2025 04:25 PM	M	2
Addendum_3_Firefighting_Apparatus_RFP_082025 Wed July 23 2025 04:42 PM	M	3
Addendum_2_Firefighting_Apparatus_RFP_082025 Thu July 3 2025 03:37 PM	M	1
Addendum_1_Firefighting_Apparatus_RFP_082025 Wed July 2 2025 03:49 PM	M	1