



MASTER AGREEMENT # 082025
CATEGORY: Firefighting Apparatus and Fire Service Vehicles
SUPPLIER: Ward Apparatus, LLC

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 Ward Apparatus, LLC, 1250 Schweizer Road, Horseheads, NY 14845 (Supplier).

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

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

Article 1:
General Terms

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

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

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on December 8, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (RFP #082025), Category 2: Specialty Apparatus and Equipment, to Participating Entities. In Scope solutions include:
- a. **Category 2: Specialty Apparatus and Equipment**, including, but not limited to:
- i. Specialty apparatus including but not limited to: aircraft rescue and firefighting (ARFF), command and communication units, rescue vehicles, mobile foam units, and custom rescue trailers;
 - 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 2** responders **MAY** include **complementary** Brush and Wildland Urban Interface (WUI) Apparatus solutions in their response.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

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

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

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

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

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

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

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

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier

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

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

- Participating Entity Contact Name;
 - Participating Entity Contact Email Address;
 - Participating Entity Contact Telephone Number;
- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
 - 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
 - 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included

Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

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

19) **Grant of License.**

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

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

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

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to

the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

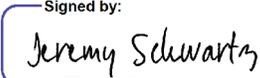
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

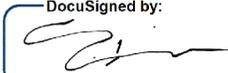
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within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

- 4) **Ordering Process and Payment.** Supplier’s ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcwell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier’s standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcwell 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. Sourcwell 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.

Sourcwell

Ward Apparatus, LLC

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 12/16/2025 | 5:49 PM CST

DocuSigned by:

 EA005BBE8D584D3...
 By: _____
 Scott Beecher
 Title: President
 Date: 12/16/2025 | 12:38 PM PST

RFP 082025 - Firefighting Apparatus and Fire Service Vehicles

Vendor Details

Company Name: Ward Apparatus, LLC
1250 Schweizer Road
Address: Horseheads, NY - New York 14845
Contact: Tom Leckband
Email: tom@wardapparatus.com
Phone: 712-541-1082
Fax: 607-739-7092
HST#: 83-2696900

Submission Details

Created On: Wednesday July 02, 2025 08:12:48
Submitted On: Wednesday August 20, 2025 12:26:52
Submitted By: Shawn Rice
Email: shawn.rice@WARDAPPARATUS.COM
Transaction #: 97459f3c-02a2-4702-aaf5-cda39afecd59
Submitter's IP Address: 147.243.189.17

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.	Ward Apparatus, LLC
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	EL Manufacturing, LLC BOSS Security and Automation, LLC BEST Machine Solutions, LLC Ward Diesel, LLC
4	Provide your CAGE code or Unique Entity Identifier (SAM):	9A1M9
5	Provide your NAICS code applicable to Solutions proposed.	336211
6	Proposer Physical Address:	1250 Schweizer Road Horseheads, NY 14845
7	Proposer website address (or addresses):	https://wardapparatus.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):	Scott Beecher, President scott.beecher@warddiesel.com (607) 796-0149
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Shawn Rice Regional Sales Manager 1250 Schweizer Road Horseheads, NY 14845 shawn.rice@wardapparatus.com 607-796-0149
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Peggy Japenga Sales Administration 1250 Schweizer Road Horseheads, NY 14845 peggy.japenga@wardapparatus.com 607-796-0149

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Located in Chemung County, New York, once the fire engine capital of the United States, Ward Apparatus, LLC has a long and rich history within the area of fire rescue and specialty vehicles. Formerly Maintainer Custom Bodies (MCB), Ward Apparatus acquired the company in January of 2021 and returned fire truck manufacturing to the area after a 35-year absence.</p> <p>Combining the best industry experience and manufacturing capabilities, Ward now continues the tradition of manufacturing the finest emergency vehicles available in the fire industry. Ward is part of a family of companies that have served the fire industry for more than 40 years, including Ward Diesel Filter Systems, Ward Fire Equipment, EL Manufacturing, and BOSS Security & Automation.</p> <p>At Ward Apparatus, customer satisfaction is our priority. We offer custom, personalized service where you can expect shorter production times and even faster response times. We are also continuing to expand our service department to meet developing industry demands. We are equipped to build the custom emergency or fire truck you want that is specific to your needs. Our team of experienced designers and engineers will work with you to design your truck to your standards and requirements.</p> <p>Our trucks feature an all-aluminum body with fully welded, square aluminum extrusion crates and an enclosed cage to reduce weight and increase durability. Our truck designs allow you to create more storage for your gear and equipment and our multiplex wiring system allows for multiple electronic messages to travel through the same datalinks wire, reducing possible failure points. All truck bodies can also be custom-built to fit Spartan, HME, and all commercial chassis.</p>	*
12	What are your company's expectations in the event of an award?	We have numerous customers and potential customers across the United States and Canada who wishes to leverage a Cooperative Purchasing Contract to purchase fire apparatus. Our intent is to lead with a Sourcewell Contract for all future sales. This will be accomplished with communications and training events to our Dealerships and their representatives. We will also immediately update our marketing website and literature to reflect our affiliation with Sourcewell.	*
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.	Ward Apparatus, LLC is a privately held company. See attached documents for supporting evidence of financial strength.	*
14	What is your US market share for the Solutions that you are proposing?	<p>20%</p> <p>Ward Apparatus will increase awareness of our products in many ways. Number one has been accomplished, the successful move of the design and manufacturing of the Fire and Specialty Apparatus products to a much larger facility in Horseheads, NY. During this move we started the process of developing a sales growth strategy through well-established Dealerships. In addition, we are improving our website and literature assets. The short-term goal of these changes is to increase our sales opportunities resulting in the market share of our products increasing significantly.</p>	*
15	What is your Canadian market share for the Solutions that you are proposing?	As stated above, our commitment to Canada is the same.	*
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.	We have never filed for bankruptcy.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	B. We would be a manufacturer of the vehicles in this contract. We have a direct sales team responsible for dedicated areas of the United States. We also have a dealer network that is situated to provide sales and service throughout the remaining areas. All of our dealers provide full warranty and service capabilities. As stated, we currently have three (3) members of our direct sales team. Two (2) salesmen and one (1) sales administration that assists with multiple areas of the sales process.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Our company and its employees hold numerous licenses and certifications related to the manufacturing of fire apparatus. Our President/Owner plays a large role in the Fire Apparatus Manufacturers Association (FAMA), he also sits on many other boards such as NFFPA, ARFF Working Group, VCOS, NVFC and multiple others. Our employees hold certifications in their respective work areas such as welding and manufacturing certifications. Some of our employees also hold different levels of the Emergency Vehicle Technician certifications (EVT).	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Not Applicable	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	We have received the Sarbanes Award along with multiple other industry awards. We have also participated in the IAFC/VCOS and NVFC Lavender Ribbon Report, Best Practices for Firefighter Cancer Prevention.	*
21	What percentage of your sales are to the governmental sector in the past three years?	95%	*
22	What percentage of your sales are to the education sector in the past three years?	5%	*
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?	HGAC Contract FS12-23 2022 \$4,162,194.00 2023 \$5,908,484.00 2024 \$6,319,852.00	*
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?	Ward Apparatus does not currently have GSA contracts.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Riverside County Fire	Jose Gallardo	(951) 940-6969
San Bernadino County Fire	Dale Sandoval	(909) 387-7803
LA City Fire Department	Mike Flores	(213) 978-2180

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

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

Line Item	Question	Response *
26	Sales force.	<p>Coupled with our nationwide dealer network, Ward Apparatus, LLC employs a National Sales Manager to ensure we are meeting every customer expectation, ensure timely deliveries, coordinate unit deliveries, and track customer feedback for the Western portion of the United States. We also employ a Regional Sales Manager that performs the same duties as the National Sales Manager for the Eastern United States.</p> <p>Part of that Sales Force are several other team members. Sales Administrator who assists with building specifications and multiple other aspects of the sales process. We also have a Sales Engineer on staff providing engineering drawings and build a foundation for the Production Engineering team. Ward Apparatus, LLC also employs a Contract Administrator that joins the sales process once the project becomes an order. They are tasked with chassis tracking, photo procurement, ensuring vehicles are ready for delivery and any other necessary tasks for the projects.</p> <p>In addition to our Ward Apparatus dealer network, we have a Factory Direct Sales Team focused on the Ward No Smoke product line. They service the entire United States of American, Canada, and Military contracts.</p>
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Ward Apparatus, LLC has thirteen (13) Dealerships, covering thirty (30) U.S. States providing sales, parts, service and warranty repair. Each dealer has served the fire industry for many years and is well versed in the fire apparatus industry. We offer recent deliveries, contact information, and additional tools to our dealer network via our website (https://wardapparatus.com/).</p> <p>The following dealers proudly represent Ward Apparatus:</p> <p>BULLDOG FIRE APPARATUS Servicing: Vermont, New Hampshire, Maine, Massachusetts, Rhode Island, Connecticut, Northeast New York</p> <p>REDSTORM FIRE & RESCUE APPARATUS Servicing: Maryland, Delaware, Virginia & Eastern West Virginia</p> <p>JOHNSON'S EVS Servicing: Ohio, Kentucky, and West Virginia</p> <p>HENDRICKSON FIRE RESCUE EQUIPMENT Servicing: New York Counties Servicing: New York Counties</p> <p>TRUE NORTH EMERGENCY EQUIPMENT (division of Vimar Equipment, Ltd.) Servicing: Oregon, Washington, Idaho & Alaska</p> <p>R & R FIRE TRUCK REPAIR, INC. Servicing: Michigan</p> <p>FIRE SERVICE, INC. Servicing: Indiana, Illinois, & Wisconsin</p> <p>PEACH STATE EMERGENCY VEHICLES Servicing: South Carolina, Georgia, Alabama</p> <p>ATLANTIC COAST FIRE APPARATUS Servicing: North Carolina and Tennessee</p> <p>Republic, EVS Servicing: Arizona, Nevada, Utah</p> <p>COLDEN FIRE & RESCUE Servicing: New York Counties</p> <p>CAMPBELL SUPPLY COMPANY Servicing: New Jersey, New York Counties and Pennsylvania Counties</p> <p>NORTH CENTRAL EMERGENCY VEHICLES Servicing: Minnesota, North Dakota, South Dakota, Nebraska, Northern Kansas</p> <p>Ward No Smoke is handled by our Factory Direct Sales Team. Our multiple ATV, UTV, and other support apparatus are handled by our Factory Direct Regional Sales Managers as well as our Dealer Network.</p>
28	Service force.	<p>Ward Apparatus does require our Dealerships to have full-service capabilities to assist in warranty and maintenance needs of our customers. In addition, Ward Apparatus does have one of the largest service centers in the Northeastern United States. Ward No Smoke employs factory trained Technicians to install ALL systems. We do provide a parts catalog to service facilities should there need to be any non-warranty work completed.</p>

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Ward Apparatus, LLC would work directly with either the customer or dealer to provide a specification of the desired apparatus. Once we have a specification developed, we would submit to the Design Engineer for processing the Sales Drawing. Customer and/or the dealer would review and provide any feedback. Once all parties involved are confident that all desired components are included in the specification, Ward Apparatus, LLC would provide the pricing to the customer or dealer. This process also used in the sale of UTV, and other Ward manufactured products. The ordering process is slightly different for our Ward No Smoke product as it is handled start to finish internally by our team. The PO is received, processed and our factory trained technicians are scheduled into the customer's location to install.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Ward Apparatus uses our Dealer Network for the customer's first point of contact for all service and part needs. In those territories where a dealer has not been assigned, the customer would work directly with Ward Apparatus, LLC. We have an in-house service group that can assist our dealer network with any questions, parts or manuals they may need to assist customers. Customers are also able to call Ward Apparatus directly if needed. In those cases, we would include the local Dealership in the discussion to ensure the customer is taken care of as quickly as possible. For those customers that do not have one of our Dealerships close by we would use our own internal service group or contact a local service center at the recommendation of the customer. The response time will vary; however, all calls for parts and service support are prioritized and handled at the earliest opportunity. As to service/warranty/vehicle-down parts needs, our Horseheads, NY Service & Parts Center, has inventory to cover many high-volume parts in order to shorten the time for service/repair in our own service facility and for delivery to end-users. Additionally, any "vehicle down" parts requests are addressed daily and will ship the same day if parts are in stock. For those parts not in stock, Ward Apparatus, LLC will make every effort to expedite. Ward No Smoke has a one (1) year warranty on new installations of the system. They are backed by a complete inventory of Ward No Smoke replacement parts. We also pride ourselves on having our Ward No Smoke Technicians available to consult if necessary.	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities.	Ward Apparatus is extremely excited to be invited to propose our products through Sourcwell. Sourcwell is a very well-known and respected platform for Fire Departments to purchase through. As a smaller manufacturer we see this as a very important step to help grow our business.	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	As noted under item 30, Ward Apparatus looks forward to working with our Dealership in Canada to promote Sourcwell as a way to purchase Fire Apparatus more efficiently and quicker.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	All geographic regions are covered.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Ward Apparatus, LLC has no limitations in our ability to service all potential customer needs.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Ward Apparatus, LLC has no limitations in our ability to service all potential customer needs.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Ward Apparatus, LLC has no limitations in our ability to service all potential customer needs.	*

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.	The marketing plan to highlight this opportunity will consist of building a dedicated webpage connected to our current website explaining the features and benefits of this program. We would also propose building rack cards and flyers specifically sharing the features and benefits that can be given out at events. Additionally, we would distribute a minimum three (3) posts per month on Facebook and Instagram discussing the opportunities customers have with this promotion, with a boosted post budget per month specifically targeting specific audiences resulting in greater reach to new accounts based on Meta's current estimates.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We currently maintain a multi-page website that gives full insight to our product lines and abilities. We also maintain social media pages on Facebook, Instagram, and LinkedIn platforms. We also maintain a Google Analytics profile to ensure we are staying in front of our perspective customers as much as possible.
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	We believe that Sourcewell should continue to streamline the process of using the tools they provide. We have heard very good reviews from customers that currently use the program. We seek to learn and implement any processes and promotions provided by Sourcewell, and to implement into our sales process once awarded a contract.
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.	We do not utilize an e-procurement process. All sales run through our Dealer Network or a Ward Apparatus, LLC Sales Manager.

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.	Ward Apparatus does offer training on our apparatus as required by customer specifications. We will also help coordinate specialized training on specific customer requested items such as air cascade systems, Foam Systems, Apparatus Maintenance, Pump Operations, and other systems training. This training could occur at our manufacturing facility or remotely at the customers location. Ward Diesel factory technicians will provide customer training at the time of the installation of the system. The cost of this training is included in the purchase.
42	Describe any technological advances that your proposed Solutions offer.	The Ward No Smoke system is "apparatus mounted" emission removal system and eliminates the need for attachment hoses inside the building. As a greater safety benefit the system continues emission removal on scene. The Ward No Smoke provides on-scene/out of building protection because it is permanently attached to the apparatus.
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Ward Apparatus has recently bid projects using the latest idle reduction technology using Lithium Ion Battery Banks instead of diesel or gas generators. We are also working with our local chassis supplier on fully electric apparatus once the chassis become available. Zero-RPM part of Mission Critical Electronics (1-855-937-6776) would be the contact how they have assisted on on Idle Reduction Projects. Ford Motor Company is our partner on Ford Electric Cab and Chassis.
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Ward Apparatus is part of several Companies under our parent company, Beecher Emissions Solutions. Ward Diesel Manufactures the "NoSmoke" and "NoSmoke2" Emissions Filter Systems. These systems further reduce the harmful effects of exhaust gases. The current EPA Government Standard for vehicle exhaust is the best its ever been but is designed only to meet outdoor air quality standards. Our Fire Industry is currently working on several items using a term of "Envelope of Safety" to better protect the health and well being of our firefighters. Our systems help meet indoor air air quality as defined by OSHA and Niosh standards to further reduce the harmful emissions of exhaust gases. We have attached documents to show test results of our NoSmoke devices. These devices are part of our listed options to add to our products as well as directly marketed to end users and other manufacturers and dealers of Fire Apparatus. In addition our parent company is working with local and state officials to improve our energy footprint at our Horseheads, NY location. We recently improved the heating and cooling efficiency of our facility by replacing the entire roof on our office and manufacturing facility. We are also working on improvements in our lighting systems with testing of LED light fixtures.
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?	Customization. We pride ourselves on the ability to adapt and customize every aspect of our builds. We continue to grow as a company and acquire assests to further our abilities. Such as bigger laser cutters, sand blasting equipment, metal mill machines, large press breaks. All in an effort to provide a truly custom apparatus to our customer.
46	Describe how your solutions meet United States fire related standards, such as NFPA, for the equipment and products offered in your proposal, including applicable federal and state requirements.	NFPA 1500: Standard on Fire Department Occupational Safety, Health, and Wellness Program, states "the fire department shall prevent exposure to fire fighters and contamination of living and sleeping areas from exhaust emissions,"
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.	NFPA 1500: Standard on Fire Department Occupational Safety, Health, and Wellness Program, states "the fire department shall prevent exposure to fire fighters and contamination of living and sleeping areas from exhaust emissions,"
48	Describe available service and repair options for the equipment and products offered in your proposal and how the process works with those servicing the equipment.	Our entire dealer network provides any and all service needs to our customers. We also provide a full service facility at our factory. Depending on the services needed, we will bring units back to the factory to ensure all issues are addressed and properly repaired and documented.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
50		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
51		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
55		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
57		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
58	Describe your payment terms and accepted payment methods.	Standard payment terms are payment upon completed delivery to the customer. Terms may be negotiated on a case by case basis. Discounts are offered for progress payments at time of chassis delivery with balance paid at time of delivery. Ward No Smoke payments are due thirty (30) days after installation. Ward Apparatus ATV, UTV, and other Support Apparatus are due in full prior to shipment of the product.
59	Describe any leasing or financing options available for use by educational or governmental entities.	Ward Apparatus does not offer in-house financing but is willing to negotiate payments terms with special consideration of the customer's financial capabilities. Ward Apparatus works with 3rd party lease/finance companies, including but not limited to: Community Leasing Partners, Manhattan, KS, Blake Kaus, (888) 777-7850, blakekaus@clpusa.net Republic First National, Rochester, IN, Stephanie Perez, (800)-700-7878, stephanie@rfronline.com Leasing 2, Tampa, FL, Brad Meyers, (813)-258-9888, info@leasing2.com

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.	<p>FOR A SALE THROUGH OUR DEALER NETWORK: Ward Apparatus will provide a detailed specification, drawing, and pricing to be shared with the customer. When a customer inquiry is received, the information is processed, working with the Dealer in that territory. The Dealer sales staff will work directly with the customer as liaison between the customer and Ward Apparatus. The project is logged, and various responsibilities are assigned to Ward Apparatus to create the necessary documents to support the Dealer sales effort.</p> <p>Many contracts will be between the dealer and the customer. Based on this the Dealer will generate a Purchase Order to Ward Apparatus.</p> <p>Once the vehicle/product is sold the file would convert from a "Quote" file to a "Unit" file in the Ward Apparatus system. Necessary steps will be taken in order to process the order through the Ward Apparatus system. Report of the sale to Sourcewell will become a part of that process.</p> <p>FOR A DIRECT SALE FROM WARD APPARATUS AND THE CUSTOMER: For sales of Vehicles/products to customers that are not within an assigned Dealer territory; Ward Apparatus has a prepared legal contract document that includes, but is not limited to, a brief description of the vehicle/product sold, projected delivery date, and general terms of the agreement between parties. This contract requires signature of both Ward Apparatus and customer.</p> <p>Ward Apparatus will accept use of a customer-provided contract based on review and acceptance of terms by Ward Apparatus. As an option a Purchase Order submitted by the customer is acceptable.</p> <p>Similar to a Dealer sale, once the vehicle/product is sold the file would convert from a "Quote" file to a "Unit" file in the Ward Apparatus system. Necessary steps will be taken in order to process the order through the Ward Apparatus system. Report of the sale to Sourcewell will become a part of that process.</p> <p>Ward No Smoke purchase orders/agreements and vehicle specifications sheet are required to be submitted to schedule the installation.</p> <p>Ward ATV, UTV, and other Support Apparatus are required to have a purchase order and/or agreement to be submitted prior to the unit being built.</p>
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?	We accept P-cards as a form of payment for purchases of \$10,000.00 or less.
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.	Multiple vehicle purchase discounts may be available for certain product offerings, to be determined at time of sale. Items available within the Ward Apparatus quoting system, i.e. optional equipment, training, delivery, etc. are not discounted.
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.	Ward Apparatus will offer a 7.50% discount from MSRP base model pricing to Sourcewell participating agencies.
64	Describe any quantity or volume discounts or rebate programs that you offer.	Ward Apparatus will review requests for multiple apparatus and determine in each case if an additional discount beyond our standard proposed discount is possible. Ward Apparatus has found that offering volume discounts or rebates has been extremely difficult due to present market conditions. This is due to several factors, including our competitive price structure with close margins, rapid material increases, material and equipment delays, and shortages and current overall market conditions.
65	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Ward Apparatus will identify items within customer specifications that are not in our standard pricing and generate a special pricing request to our engineering and purchasing groups. Each request will be reviewed to see if it is a valid request that can be provided at a reasonable cost with both safety and reliability in mind. A list price will then be generated and discounted per the terms of our submission. We may also recommend a similar option within our current offering as a replacement to the request.

66	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Ward Apparatus has not included the following items in the total cost of acquisition: 1. Performance and Warranty Bond costs unless required in the customer specifications. 2. Pre-Construction Meeting costs related to travel. 3. Mid-Term and Final Inspection Costs. 4. Lettering and Graphics Cost over and above the NFPA recommended striping and rear chevrons. 5. NFPA Recommended Equipment unless requested in the customer specifications 6. Equipment Mounting 7. Specialized Training unless it was requested in the customer specifications. Ward No Smoke - N/A Ward Apparatus ATV, UTV, and Support Apparatus would be similar to the Ward Apparatus pricing.	*
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.	Ward Apparatus, at the time of a quote request, will review the final delivery transportation needs of the specifications and quote the best effective way to provide this service. Transportation can be via a 3rd party provider, through our Representative dealership, or the Customer may elect to drive their truck back themselves. This freight price may be included as requested in the vehicle acquisition process or quoted separately as a line item on a quote. Ward No Smoke freight to US customers is included in the cost. Ward Apparatus ATV, UTV, and other Support Apparatus would have the same inclusion as Ward Apparatus.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Delivery costs to Alaska, Hawaii, Puerto Rico, and other US Territories will receive special attention and costing from a 3rd party transportation provider. The cost can be added to overall cost or listed separately in the costing proposal. The same process would be used for both Canada and Mexico. Ward No Smoke freight to locations outside of the US are not included. Ward Apparatus ATV, UTV, and other Support Apparatus would follow the same pricing as Ward Apparatus.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Specific options for Delivery or Shipping are not included in our submission but will be detailed in our proposal submission back to prospective customers. As to service parts needs, operating from our Horseheads, NY Service Center, have inventory to cover many high-volume parts in order to shorten the time for service/repair in our own service facility and for delivery to end-users. Additionally, any "vehicle down" parts requests are addressed daily and will ship the same day if parts are in stock. For those parts not in stock, Ward Apparatus will make every effort to expedite.	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	An internal sales individual at Ward Apparatus will be designated as the "keeper" of all Sourcewell transactions. The responsibilities for this position would be (and not limited to): Create a process to guide both our internal sales staff and our dealership representatives on how to use Sourcewell. This will include a simple to use checklist, Inclusive in our sales quoting software and updates to our pricing forms. Liaison with Ward Apparatus authorized dealers and internal sales staff as to the proper use of the Sourcewell contract in working with interested customers. Provide training at the first opportunity following award of the Sourcewell contract. Review of all quotes prior to release to ensure that the proper discount and fee are applied. Reporting of all orders purchased via the Sourcewell contract. Work with the Ward Apparatus Finance group to expedite payment of fees to Sourcewell. Continuous tracking of all Sourcewell opportunities/orders to ensure accurate and timely execution through the quote to delivery process.	*
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Ward Apparatus will track Sourcewell use as well as orders secured through our weekly updated sales reports. We plan on adding a "Sourcewell" Tab to our excel documents for both our Sales Forecast and our Orders / Production Reports. These reports are reviewed by sales, production and upper management.	*

72	<p>Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.</p>	<p>For Products: Wark-Around Rescue Urban Quick Attack Mini Pumper Spitfire Wildland Patrol Wildland Refurbishment and/or Remounting Fee paid to Sourcewell to be 1.5% of base body MSRP with discount</p> <p>For Products: UTV Option Walk-In in lieu of Walk-Around Rescue Option Crane Package Fee paid to Sourcewell to be a fixed amount of \$500.00</p> <p>For Products: Option Ward Diesel Emission Package Fee paid to Sourcewell to be a fixed amount of \$250.00</p> <p>Proposed Administration Fee payable to Sourcewell. Refer to attached document in the pricing section titled "Sourcewell Master Agreement for Fee Structure."</p>
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Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
73	<p>The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.</p>	<p>Due to the advantages of using the Sourcewell program, we will be offering additional percentage discounts than our typical so participating agencies would be enticed to use this program versus others.</p>

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

Line Item	Question	Response *
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74	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Ward Apparatus currently manufactures rescue vehicles ranging from ATV up-fitted units to large, custom chassis rescue vehicles. We primarily manufacture smaller rescue vehicles in a range from nine (9) foot extruded aluminum bodies to fifteen (15) foot extruded aluminum bodies. However we regularly build bodies measuring up to 28' in both a walk-around and a walk-in configurations.</p> <p>We manufacture specialty units for Hazardous Materials, Water Rescue, Technical Rescue applications in varied lengths. Some of our units have incorporated roof mounted cranes to assist with equipment deployment or stabilization.</p> <p>Included in our current product offering is a line of fire suppression units we call Quick Attacks. These are units with ten (10) or twelve (12) foot extruded aluminum bodies that have a rescue vehicle appearance and capability but also offer a 300/400 gallon water tanks and pump mounted at the rear of the unit. This offers the customer the ability to have a multi-purpose unit for a lower price point. Based on optional equipment selected these quick attack units serve well in an Urban environment as well as for Wildland fire Patrol.</p> <p>We offer a true mini pumper apparatus that boasts a Hale 1500 gpm fire pump and 300 gallons of water.</p> <p>Our "large" rescue market share continues to grow. The products offered now include Rescue walk-around and walk-in bodies on both commercial and custom chassis. as we continue to grow our bodies.</p> <p>Our ATV/UTV market share is exploding with the introduction of with skid mounted pump and tank combinations and other up-fit options. We are currently in the design process of an EMS specific slide-in unit for the ATV/UTV market.</p> <p>Another product line that continues to grow for our company is the military offerings. We currently produce a line of mission oriented rescue units for fast deployment on air fields and in other remote locations. This portion of our business continues to grow as we help our military partners identify gaps in their rescue capabilities.</p>
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Super Squad (9' body) paramedic & battalion chief units Responder Rescues, Up to 28' body length, Walk-around & walk-in configurations Urban Rescue Quick Attacks, 10'-12' body lengths Wildland & Patrol Fire Suppression Units, 10'-12' body lengths Mini Pumpers ATV/UTV -Emergency Services Up-fits -Skid/Slide-in Fire Suppression Units -EMS Skid/Slide-in Transport Units Military Emergency Rescue Units and Upfits Refurbish/Life Extension/Antique Refurbishment Rescue Crane Packages Diesel/Gas emissions systems</p>
76	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	<p>Ward Apparatus, LLC performs full refurbishment, remount, and life extension projects on any and all makes, models, and brands of apparatus. This capability allows us to complete jobs ranging from lighting upgrades, repaints, component changes, apparatus modifications, up to full remount on a new chassis. We can perform complete interior upgrades as well. LED lighting conversions have been a recent trend for companies with older apparatus in an effort to lessen the draw on the electrical system. Warning lights, scene lights, light towers, DOT lighting are all items would be willing to help with. We offer generator upgrades and additions. Repairing corroded or damaged structural components. We can offer the customer an endless list of capabilities when it comes to this specific topic.</p>
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.	<p>We proudly stand behind our products without question. We offer a one-year bumper to bumper, a two-year electrical conversion, seven-year paint (PPG warranty included), and a ten-year structural. We also offer a one-year basic warranty against any work performed when it comes to the Refurbishments we perform. Please see the attached documents for full verbiage and explanation.</p>
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?	<p>We do everything possible to provide a comprehensive warranty to include purchased components. Customer Service is our focus. Get the unit back in service or back to ready to respond and we can work out the paperwork after. We will go back to the component vendor if it is a defect or workmanship type issue.</p>
79	Describe any service contract options or extended warranties being offered with your proposal.	<p>If a customer purchases a truck factory direct, we potentially could provide a service contract via our Service Department. When a unit is purchased via a dealer, we would default to them to provide the service component.</p>

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

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

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

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

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

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

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

Line Item	Category or Type	Offered *	Comments	
84	Specialty apparatus including but not limited to: aircraft rescue and firefighting (ARFF), command and communication units, mobile foam units, and custom rescue trailers	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer a full Rescue Vehicle line of products to include, but not limited to Rescue trucks, Command Units, Crew Forward Rescues, Walk-Around Rescues, Walk-in Rescues, Hazardous Materials Response Units, Water Rescue, Swift Water Rescue, Rescue Units with Cranes, ATV/UTV Rescue Vehicles and Military Rescue Vehicles.	*
85	Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in 81 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	We do have the ability to provide loose equipment and ancillary services and equipment for use with the apparatus we manufacture.	*
86	Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in 81 - 82 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	We pride ourselves on customization across our product lines. We can also make any custom changes needed or desired during our refurbishment and life extension projects.	*
87	Category 2 responders MAY include COMPLEMENTARY Brush and Wildland Urban Interface (WUI) Apparatus solutions in their response	<input checked="" type="radio"/> Yes <input type="radio"/> No	We do offer a full line of fire suppression vehicles ranging from Mini Pumpers with 1500 gallon per minute truck mounted pumps, Quick Attack units that have a skid-mount style tank and pump, and down to the ATV/UTV skid-mounted tank and pump systems.	*

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

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

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

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

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

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

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Sourcewell Pricing Documents.pdf - Tuesday August 19, 2025 08:18:33
- [Financial Strength and Stability](#) - Financial Strength and Stability.pdf - Wednesday August 20, 2025 09:00:17
- [Marketing Plan/Samples](#) - Sourcewell Sample Advertisement.pdf - Tuesday August 19, 2025 12:25:08
- [WMBE/MBE/SBE or Related Certificates](#) - SBE Certificates.pdf - Wednesday August 20, 2025 10:57:50
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.pdf - Wednesday August 20, 2025 08:58:59
- [Upload Additional Document](#) - Additional Documents.pdf - Thursday August 14, 2025 08:37:17
- Requested Exceptions (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Scott Beecher, President/Owner, Ward Apparatus, LLC

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Firefighting_Apparatus_RFP_082025 Wed August 6 2025 04:28 PM	<input checked="" type="checkbox"/>	2
Addendum_6_Firefighting_Apparatus_RFP_082025 Mon August 4 2025 05:42 PM	<input checked="" type="checkbox"/>	1
Addendum_5_Firefighting_Apparatus_RFP_082025 Thu July 31 2025 04:55 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Firefighting_Apparatus_RFP_082025 Fri July 25 2025 04:25 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Firefighting_Apparatus_RFP_082025 Wed July 23 2025 04:42 PM	<input checked="" type="checkbox"/>	3
Addendum_2_Firefighting_Apparatus_RFP_082025 Thu July 3 2025 03:37 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Firefighting_Apparatus_RFP_082025 Wed July 2 2025 03:49 PM	<input checked="" type="checkbox"/>	1