



**MASTER AGREEMENT # 082025**  
**CATEGORY: Firefighting Apparatus and Fire Service Vehicles**  
**SUPPLIER: BME Fire Trucks, 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 BME Fire Trucks, LLC, 4600 S. Apple Street, Boise, ID 83716 (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 3: Brush and Wildland Urban Interface (WUI) Apparatus, to Participating Entities. In Scope solutions include:
- a. **Category 3: Brush and Wildland Urban Interface (WUI) Apparatus**, such as:
- i. Wildland firefighting apparatus, such as brush trucks and wildland urban interface (WUI) units;
  - 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.; and,
  - iv. **Category 3** responders ***MAY*** include **complementary** Specialty Apparatus and Equipment 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, as follows: (1) \$2,000.00 (two thousand dollars) per vehicle for tenders, and (2) \$1,000.00 (one thousand dollars) per vehicle for brush trucks. 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 based on all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed.

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

or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

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

19) **Grant of License.**

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

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

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

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

c) **Use; Quality Control.**

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

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

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

promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

**Article 3:  
Supplier Obligations to Participating Entities**

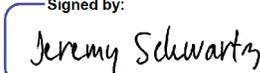
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

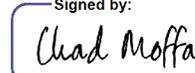
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within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

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

Sourcewell

BME Fire Trucks, LLC

Signed by:  
  
 C0FD2A139D06489...  
 By: \_\_\_\_\_  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 12/12/2025 | 4:13 PM CST  
 \_\_\_\_\_

Signed by:  
  
 DF0C84B585D445B...  
 By: \_\_\_\_\_  
 Chad Moffat  
 Title: President  
 Date: 12/12/2025 | 2:48 PM CST  
 \_\_\_\_\_

# RFP 082025 - Firefighting Apparatus and Fire Service Vehicles

---

## Vendor Details

Company Name: BME Fire Trucks, LLC.  
Does your company conduct business under any other name? If yes, please state: BME  
Address: 4600 S Apple Street  
Boise, ID 83716  
Contact: Chad Moffat  
Email: chad@bmeffire.com  
Phone: 208-338-1444 333  
HST#: 86-3711861

## Submission Details

Created On: Friday July 11, 2025 09:55:53  
Submitted On: Wednesday August 13, 2025 08:05:46  
Submitted By: Chad Moffat  
Email: chad@bmeffire.com  
Transaction #: b2421796-d53f-4e36-9ad5-66344550c258  
Submitter's IP Address: 147.243.183.37

---

**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.	BME Fire Trucks, 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).	BME Fire Trucks, LLC, assumed names of BME Previously operated under Boise Mobile Equipment, Inc.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	9B2D5
5	Provide your NAICS code applicable to Solutions proposed.	336211
6	Proposer Physical Address:	4600 S Apple Street Boise, ID 83716
7	Proposer website address (or addresses):	www.bmefire.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):	Chad Moffat President 4600 S Apple Street, Boise, ID 83716 email: chad@bmefire.com Ph: 208-338-1444 ext 333
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Matt Stocker National Sales Manager 4600 S Apple Street, Boise, ID 83716 email: mstocker@bmefire.com Ph: 208-338-1444 ext. 304
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Landon Moffat Vice President 4600 S Apple Street, Boise, ID 83716 email: landon@bmefire.com

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

Line Item	Question	Response *
-----------	----------	------------

<p>11</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>Since its establishment in 1990 as Boise Mobile Equipment (BME) and now operating under BME Fire Trucks LLC., BME has been a trusted name in the fire industry for over 35 years. Our extensive experience in manufacturing wildland fire apparatus has allowed us to consistently deliver high-quality products to United States Federal agencies, Cal Fire, municipalities, and fire districts across the United States and Canada. BME is known for its exceptional quality and is a recognized leader in the wildland market, providing unparalleled support to fire services.</p> <p>BME Mission Statement: Our mission at BME Fire Trucks LLC is to provide high-quality lifesaving products to emergency professionals and their departments. BME and our employees are dedicated to building products that work effectively, ensure the safety of first responders, and help save property and lives. We are committed to excellence in design, build, and safety standards that allow BME to meet the specific needs of our customers. BME manufactures apparatus that not only works but stands the test of time, providing long-term value to our customers. Additionally, we are committed to hiring employees who excel in their fields and are dedicated to our products and our customers.</p> <p>BME Core Values:</p> <ul style="list-style-type: none"> <li>• Honesty: Own it, honor it, and make it happen no matter the cost. It may not always be easy, but it is the way we do business.</li> <li>• Integrity: There are no shortcuts in building fire trucks. We design and build what our customers expect and deserve as they put their lives on the line to save others. We honor commitments made and work every day to build the best, safest, and most reliable fire apparatus in the industry.</li> <li>• Dedication: BME and our employees are committed to building and designing the best wildland apparatus on the market and ensuring that when our trucks leave our facility, they will perform above expectations and bring our customers home.</li> <li>• People: Our employee team is our best asset and the reason BME products exceed expectations. BME is committed to making sure our team is treated fairly, has a safe work environment, and leads productive and fulfilling lives.</li> <li>• Quality: BME wildland apparatus are placed in some of the most difficult firefighting situations in the fire industry. Through extensive customer collaboration and continuous product and process improvement, BME doesn't just build apparatus; we overbuild it. Our trucks are safer, more serviceable, and function at the highest level to meet the demands of wildland firefighting. Our quality can't just meet expectations; it has to exceed them day in and day out.</li> </ul> <p>Business Philosophy:</p> <ul style="list-style-type: none"> <li>• Keep things simple.</li> <li>• Treat our customers the way we want to be treated.</li> <li>• Build relationships for a lifetime, not just for one deal.</li> <li>• Provide customers with a high return on their investment.</li> </ul> <p>Business Longevity: Founded in 1990, BME Fire Trucks, LLC has specialized in building wildland fire apparatus for over 35 years. Staying true to our purpose, we continue to manufacture high-quality wildland apparatus. Since 2014, we have significantly expanded our operations, adding several hundred thousand square feet of manufacturing space, increasing our workforce by over 800%, and delivering thousands of fire apparatus across the country. We continuously invest in our people, property, and equipment to meet the diverse needs of our customers. In 2021 and 2022, we further expanded our reach by establishing a national sales network and hundreds of service locations across the United States.</p>
<p>12</p>	<p>What are your company's expectations in the event of an award?</p>	<p>The Sourcewell cooperative offers new and existing customers additional opportunities to efficiently and effectively access and purchase BME products. Sourcewell is a well-known and respected consortium that provides a proven method for accessing information and value purchasing. This consortium will be promoted across the BME Sales Force, which consists of 19 authorized BME dealers and their respective sales teams. These dealers have extensive knowledge of our products and their customers' needs, enabling them to utilize the consortium's benefits to place the right truck for each individual customer's needs. Sourcewell will provide an effective and efficient avenue for customers to access information and facilitate the purchase of much-needed fire apparatus.</p>

13	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p>	<p>BME Fire Trucks LLC, established in 2021, is primarily owned by Boise Mobile Equipment, Inc., with Pierce Manufacturing, Inc., a subsidiary of Oshkosh Corporation, as a minority owner. Over the past 31 years, BME has operated under the name Boise Mobile Equipment and, more recently, BME Fire Trucks, LLC., specializing in the manufacturing of wildland fire apparatus. From 2014 to 2025, BME experienced significant growth, expanding over 1000% and increasing its manufacturing operations from 22,000 square feet to 206,000 square feet of manufacturing, inventory, and administrative space. Since 2021, BME has expanded its sales and service network across the US and Canada through the addition of the Pierce dealer network of over 170 locations and 300+ experienced sales personnel. With annual sales exceeding \$50 million and need to continue to grow, BME maintains minimal debt and uses internal capital for growth and market expansion. The company is well-positioned to continue growing its emergency vehicle sales, service, and operations, boasting a good credit rating, outstanding vendor relationships, and a 35-year history of service. Additionally, BME has a substantial backlog of work and the potential to further increase its market share with the additional footprint of the dealer network and increasing demand for wildland apparatus. (See attached vender references and bonding letter in references and finance folder.)</p>	*
14	<p>What is your US market share for the Solutions that you are proposing?</p>	<p>Based on historical sales statistics from the Fire Apparatus Manufacturers Association (FAMA) for Brush Trucks manufactured to NFPA 1906 standards (Wildland Fire Apparatus), BME has represented approximately 70-80% of the market sales and deliveries in the wildland market over the last three years. BME holds a higher market share in the Western US, where the environment creates a greater need for wildland emergency vehicles, but we are seeing an increase in demand in the eastern US as end-users look at alternative options of multi-purpose apparatus.</p>	*
15	<p>What is your Canadian market share for the Solutions that you are proposing?</p>	<p>Canada is an emerging market for BME, with limited sales over the past three years. However, in 2024, BME expanded its presence by adding two new authorized dealerships and service centers. This expansion will provide additional support and increase the footprint of BME products in Canada.</p>	*
16	<p>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.</p>	<p>None</p>	*
17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).  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?</p>	<p>BME is best described as a manufacturer with 16 US-based dealers and 3 Canadian dealers. Each dealer operates independently under a signed BME dealer agreement and is authorized to sell and service apparatus in designated geographical areas. Typically, the dealers are the prime contractors on contracts and are supported by BME employees. The BME dealers operate out of 170+ locations and their respective organizations employ over 300 people for sales and service to customers. This organizational structure enhances communication, training, and service when purchasing and maintaining fire apparatus.</p> <p>BME dealers provide sales support, specialized vehicle training, warranty, and service support.</p> <p>BME also sells a limited number of vehicles directly to Cal Fire or DGS in California and other government organizations such as the US Forest Service and the Bureau of Land Management.</p> <p>(Please see dealer map and dealer list in Dealers' zip folder)</p>	*
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>BME Fire Trucks, LLC holds state licenses for sales, manufacturing, and dealer operations in accordance with state laws. The BME dealer network independently obtains licenses as required by the laws of the states in which they operate. BME certifies that it maintains all necessary dealer, distributor, or specialty licenses in every location where business is conducted or where dealers operate.</p> <p>(See Dealer Map in Dealers' zip folder)</p>	*
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>None</p>	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Over the past five years, BME has focused its efforts on creating and building the best wildland fire apparatus and cultivating a loyal customer base, rather than pursuing industry awards. BME actively supports the Fire Apparatus Manufacturers Association and collaborates with various organizations such as NFPA to enhance awareness of the fire industry.	*
21	What percentage of your sales are to the governmental sector in the past three years?	BME government sales have averaged between 5-10% of total sales over the past three years.	*
22	What percentage of your sales are to the education sector in the past three years?	BME sales to educational sector are less than 1% of total sales over the past three years.	*
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?	H-GAC - Houston-Galveston Area Council- 25 units per year. Department of General Services (DGS) - California - Cal Fire State contract -Sales volume is 60 units per year.	*
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?	GSA contract #GS-30F-003GA Sales volume would be 15 units per year.	*

**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 *	
Sacramento Metropolitan Fire Department	Shea Purcell	916-859-4140	*
San Bernardino	Dale Sandoval	909-638-4473	*
Ventura County FD	Mike Ashley	805-443-7673	*
State of Colorado	Matt Oleary	970-988-5222	

**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>BME has an in-house sales support team that manages individual dealer territories. The inside sales team supports government and direct sales, dealer network, trade shows, and oversees the build and delivery process. They coordinate with dealer or end-user from start to finish, ensuring that customer needs are met and any requests or changes are coordinated with the production floor. Additionally, the BME sales team is responsible for specifications, website information, and developing online sales platforms to facilitate the design and sales process.</p> <p>BME utilizes a large authorized dealer network to facilitate the majority of sales and accommodate a more hands on approach for sales and service. The dealer network is independently owned and operated with 170+ locations. Dealers and sales representatives cover specific geographic areas which allows better access to information and service for end-users. It also enhances communication and feedback from the end-user, dealer, and BME. (See attached dealer map in dealers' zip file)</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	BME utilizes a large authorized dealer network of over 300 sales representatives located across the US and Canada. These representatives belong to a network of 19 companies and bring extensive knowledge, service, and experience to the customer. Many of these representatives come from the fire industry and have firsthand experience that helps facilitate the purchase and build process. These dealers provide exceptional service, with many offering 24/7/365 support. Dealers operate out of over 170 service and sales locations, providing direct support, demonstrations, and service to the end user. (See attached dealer map in dealers' zip file)	*

28	Service force.	<p>BME and our authorized dealers operate over 170 sale/service centers across the US and Canada. These centers are independently owned and operated. Each dealer maintains a large inventory of fire apparatus parts and employs qualified technicians to work on fire apparatus. Additionally, dealers operate over 250 mobile service vehicles that are strategically located across territories to provide fast and efficient service. BME and their dealer network also offer phone support and troubleshooting services to help end-users solve problems in the field and return apparatus to service as quickly as possible. BME maintains 50,000 square feet of space allocated to inventory and parts, enabling expedited shipment throughout the US and Canada. BME also has a warranty and customer service department that assists dealers and end-users with problem-solving issues and work-around solutions to keep apparatus in service. Many of our customers work on wildland fires, and finding aftermarket parts, work-around solutions, and alternative options through support staff is very important. (See attached dealer map in dealers' zip file)</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.	<p>BME utilizes two processes for ordering apparatus. The first process involves a large dealer network with over 300 salespeople trained in the fire industry. These sales representatives have the necessary tools to sell, configure, and build fire trucks. They can access the BME apparatus configurator to customize trucks according to individual customer needs. The configurator offers multiple options and provides instant feedback, enabling customers to build cost-effective and purpose-built fire apparatus. Dealers provide continuous feedback during the build process and have access to BME engineers to resolve any questions or concerns. Once the dealer receives a purchase order (PO) from the end user, it is submitted to BME, and the design-build process begins.</p> <p>The second process is a direct sales approach for several government agencies and a few departments. These agencies include Cal Fire, the Bureau of Land Management, and the US Forest Service. BME provides sales support to these agencies, which work with in-house personnel for sales questions and truck configuration. These entities contact a BME representative, configure the apparatus, receive pricing, and submit a PO for the build.</p> <p>Once the PO is accepted, The dealer or BME will typically schedule an onsite visit and preconstruction meeting. Once this is completed and the truck is designed and approved the truck is put on the production schedule with an anticipated delivery date. BME and the dealer communicates updates and schedule changes as the truck proceeds forward in production.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>BME offers extensive hands-on, white-glove service, training, and support to the end user through the BME dealer network and in-house services. BME dealers are located throughout the US and Canada, providing individual customer support and follow-up. Fire departments can access most services 24/7/365. Service centers offer expedited repairs, parts, and quick resolutions to most problems. Most service centers and representatives are strategically based to provide the best coverage for departments and access to information and support.</p> <p>BME also provides additional customer service support that is accessible to dealers and end users for questions and concerns. BME has multiple representatives in the field who are accessible to dealers and end users for questions and concerns, and support staff in our warranty and sales support departments can resolve most urgent issues in a short period of time.</p> <p>BME dealer service centers are authorized to perform many warranties without approval and have access to expedited approval in unique circumstances. Typically, warranty authorizations for more complex work are approved in 24 hours or less.</p> <p>BME and their dealers maintain a large inventory of fire parts and equipment for most service issues or repairs. BME dealers maintain a parts inventory for common service issues and maintenance requirements. BME carries a full line of all BME parts, including pumps, tanks, and lighting, which can be shipped via expedited mail or LTL for overnight or quick delivery. Inventory on hand facilitates repairs and lowers the time engines are out of service due to repairs.</p> <p>BME dealers have access to engineers, electrical personnel, and management for difficult issues. BME's warranty and resolution department has individuals with over 20 years of experience identifying and resolving difficult problems.</p> <p>BME operates from 7:00 am – 5:00 pm MST. BME is currently working to expand our website to have parts sales and identification accessible via the web. Parts would be purchased through our dealer and could either be shipped to the dealer or drop-shipped to the customer depending on location.</p>	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	BME and our dealer network provide not only close proximity to the end-user but also knowledgeable support with strong relationships. Dealers work to understand the needs of individual departments and are available at a moment's notice to solve problems or configure new trucks. BME and our dealers strive to make the customer's job easier by offering the best fire apparatus, service, and parts available. Fire trucks need to be reliable and work, our close, constant, and individual support ensure our customers have that trust and experience.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	BME has three authorized dealers that cover Canada (Commercial Emergency Equipment, L'Arsenal, and Safety Source). Each dealer has sales and service centers in their territories to accommodate the needs of their customers. Commercial is our largest dealer in Canada, covering Western Canada, Ontario, and the Northwestern Territories. L'arsenal and Safety Source also provide sales and service support in Quebec and the Northeastern Territories. All dealers offer excellent customer support, service centers, and parts to meet the individual needs of each department. (See attached dealer map in dealers' zip file)	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	There are no areas in the US and Canada that BME is not able to fully support through our own efforts and our dealer network. (See attached dealer map in dealers' zip file)	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	None known.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	BME is not aware of any specific requirements or restrictions that would apply to Hawaii, Alaska, or US Territories. Individual territories may have specific requirements.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	If the non-profit entity has Sourcewell approval for purchase, BME and their dealer network would allow the terms of the master agreement to be extended to them for purchase under the terms of the contract.	*

**Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>BME Fire Trucks, LLC will implement a targeted marketing strategy focused on delivering high-quality, cost-effective information to end-users, dealers, and vendors to promote our Sourcewell contract. The first step involves coordination with our internal Sales Team, Dealer Support Team, and national Dealer Network to make sure they fully understand the contract and how it benefits customers by simplifying and streamlining the purchase of fire apparatus. To support this, we will integrate the Sourcewell contract option into our fire truck configuration system, making it prominently visible to both dealers and end-users. A dedicated page will be added to the BME website, outlining contract details, eligibility, and the advantages of purchasing through Sourcewell. (See Sourcewell Proposed Marketing folder in documents). We will also publish a formal blog post to announce this opportunity and highlight the streamlined procurement process.</p> <p>All BME marketing materials and dealer brochures will be updated to feature the Sourcewell logo and a brief program summary, ensuring consistent messaging across all platforms. ( See Sourcewell Proposed Marketing folder) This will include specific references to the Sourcewell procurement process and the unique advantages it offers to public sector buyers. This multi-channel approach will enhance visibility, increase engagement, and effectively communicate the value of our Sourcewell partnership to the broader public safety market.</p> <p>For more details, please refer to the uploaded samples or brochures available in the marketing plan/samples folder. (Two are folders are included with documents - BME Current Marketing which is a sample of our current brochures and Sourcewell Proposed Marketing which would be changes to our website and also brochures if awarded the contract.)</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>BME Fire Trucks has a dedicated in-house marketing team that manages our website and actively engages communication across multiple social media platforms, including Instagram, Facebook, YouTube, TikTok, LinkedIn, and X. Our team regularly uploads fresh content to showcase what BME is building, highlight customer relationships, and provide updates on new truck options, the specification process, and procurement solutions tailored to departmental needs.</p> <p>Video content plays a central role in our strategy, allowing us to feature custom builds and deliver detailed, engaging visuals of our apparatus. We promote cross-collaboration with fire departments, dealers, and industry partners to boost visibility and foster engagement throughout the fire service community.</p> <p>BME also partners with over 20 dealers across the U.S. and Canada, many of whom maintain their own websites and social media channels that link back to BME products. These connections expand our digital reach and keep our brand at the forefront of the fire industry.</p> <p>Our marketing team actively monitors website analytics, metadata, and performance metrics to track user engagement, refine SEO, and improve both content strategy and the user experience. We also utilize third-party tools to optimize our online platforms and analyze competitor activity and digital trends, ensuring that BME remains current, discoverable, and impactful in a competitive market.</p>
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Sourcewell plays a vital role in promoting the fire apparatus contract by offering both accessibility and a dependable, informative resource. Their platform enables purchasers to view different types of apparatus and choose options tailored to their departmental needs. It is crucial for end users to recognize that this program saves time and money, helping departments make smarter purchasing decisions.</p> <p>BME will collaborate with Sourcewell to ensure that contract and sales information are accurately integrated into our website. BME and Sourcewell will share training resources and use their support staff to better understand and communicate the benefits of the contract. Additionally, BME will work with Sourcewell to make sure our dealer representatives have the most current information, are properly trained, and well-informed about the procurement process. Customers will always have the flexibility to choose their options, but they will also have the best information to make decisions for their department, government agency, or city.</p>
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>BME does not provide an E-procurement ordering process because of the complexity of our product. BME will offer some product configuration options on our website, giving customers a chance to learn more about their choices and create purchase outlines they can submit through our dealer network.</p>

**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.	<p>BME provides operational demonstrations at the time of pickup and delivery for all fire apparatus. Training can be conducted either through the factory or offered via our dealer network at additional cost. Additionally, BME offers onsite training for end-users on specific items, which can be scheduled throughout the year. Participation is free but the end user is responsible for travel, room and board.</p> <p>Customers typically receive additional training at the time of delivery before placing the apparatus in service. This training is typically included in the purchase but there can be additional cost depending on time and complexity. More specific training is available through the factory and the dealer network, and it can be customized to meet the department's needs and scheduled as required.</p>
42	Describe any technological advances that your proposed Solutions offer.	<p>BME offers products specifically designed and built for Wildland applications. Our products feature a tubular exoskeleton structure that enhances the safety and durability of the trucks. BME is one of the few companies in the US that utilizes this advanced tubular system. Additionally, we have made significant technical advancements in electrical programming and autocycling to minimize service and engine issues. Our trucks also include lockout controls for pumps and new pump control systems. BME apparatus typically operate 100s of miles from service locations so having redundancy and specific controls limits the time that a truck is not in service.</p>
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>BME does not manufacture the chassis for BME Fire apparatus. However, our chassis partners are actively working on electrification options, reducing emissions, and minimizing idle time for vehicles in the field. These partners continuously improve engines and DEF systems to limit environmental impact. BME collaborates with these partners to integrate our firefighting systems, ensuring efficient use of the vehicle engine and accessories.</p> <p>Additionally, BME works with vendors and partners to procure equipment that is sustainable, meets current government regulations, and, if possible, can be reused or rebuilt. BME recycles materials and partners with several companies to either reuse waste or recycle unused materials or parts. We also utilize LEDs on our trucks and throughout our factory. Recently, we upgraded all factory lighting to LEDs and continue to modernize our heating and cooling systems.</p>
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.	<p>BME Fire Trucks currently does not carry any official eco-label, rating, or certification. However, BME will continue to work with our vendors who provide equipment and products that carry an energy efficiency label or a green/sustainability logo and incorporate new technology into our builds.</p>
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?	<p>BME has several unique attributes that differentiate our company from others. BME's primary focus is wildland fire apparatus. BME trucks are built for the toughest environments in which they could operate and are overbuilt and over engineered to make sure firefighters can do their job and make it home.</p> <ol style="list-style-type: none"> <li>1. BME builds their fire bodies utilizing a tubular exoskeleton frame covered with sheeted steel or aluminum. This not only gives our bodies tremendous strength over a typical folded metal fire body but allows our unit to flex and move as vehicles navigate difficult terrain. BME tubular bodies also help prevent injuries due to their support of the cab structure.</li> <li>2. BME utilizes the same tubular technology on our doors. This prevents door warping and enhances durability and longevity of trucks. BME wildland trucks are still functioning after 30 years of working in some of the most difficult environments in the world.</li> <li>3. BME plumbing is all stainless steel and tig-welded to ensure quality, service, and longevity in the field.</li> <li>4. BME trucks are designed and engineered to be serviced in the field. Pump mounts and configurations can be changed in a Walmart parking lot. Wiring harnesses are designed to incorporate tunable solutions and immediate repairs while the truck are in the field.</li> <li>5. BME also has an extensive support staff or dealers and service centers across the US and Canada. BME and these 70+ service centers carry parts for any of our vehicles and offer over 250 mobile vehicles in the field for repairs.</li> <li>6. BME trucks utilize a lot of common components that are carried by Cal Fire, BLM, or the US Forest Service. Most of these entities carry parts for our trucks and have access to our service centers while third parties are in the field on a fire.</li> </ol>

<p>46</p>	<p>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.</p>	<p>BME fire trucks are engineered to meet the highest standards, including NFPA (National Fire Protection Association) regulations. Our fire truck bodies are constructed with an advanced exoskeleton tubular frame, which is designed to exceed rollover protection and crushability standards. This has been rigorously tested through IMMI crush testing and independent roll tests, ensuring safety in a variety of emergency scenarios.</p> <p>At BME, we prioritize quality control at every stage of production. Each phase of the manufacturing process is accompanied by comprehensive inspections to verify adherence to our strict safety and operational standards. Once completed, the fire truck undergoes a series of extensive tests, including:</p> <ul style="list-style-type: none"> <li>• Weight capacity: Ensuring that the truck can handle maximum loads.</li> <li>• Plumbing and electrical systems: Confirming functionality and safety.</li> <li>• Pumping systems: Verifying water pumping capacity and reliability.</li> <li>• Driving tests: Assessing the overall handling, performance, and stability of the truck.</li> </ul> <p>This rigorous testing process ensures that every BME fire truck not only meets but exceeds industry standards for safety, usability, and long-term durability.</p>
<p>47</p>	<p>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.</p>	<p>At BME, we design and manufacture fire trucks to meet the highest industry standards, including those set by the National Fire Protection Association (NFPA) and Can/ULC S515. Our vehicles are built with a strong focus on both U.S. and Canadian specifications, ensuring that they are customized to meet specific regional requirements such as climate considerations and measurement differences.</p> <p>Each BME fire truck is constructed using an advanced exoskeleton tubular frame, designed to exceed rollover protection and crushability standards. This robust frame undergoes rigorous testing, including IMMI crush tests and independent rollover simulations, to ensure superior safety and protection during emergency operations.</p> <p><b>Commitment to Quality Control</b>  Quality is at the forefront of everything we do. From the initial design phase to final delivery, BME fire trucks undergo comprehensive inspections at each stage of production. Our commitment to excellence is reflected in the following extensive testing procedures:</p> <ul style="list-style-type: none"> <li>• Weight Capacity: Ensuring the vehicle can handle maximum load conditions.</li> <li>• Plumbing and Electrical Systems: Verifying functionality and safety.</li> <li>• Pumping Systems: Confirming water pumping capacity and reliability under various scenarios.</li> <li>• Driving Tests: Evaluating handling, performance, and stability to guarantee superior maneuverability in demanding conditions.</li> </ul> <p>All chassis comply with Canadian Motor Vehicle Safety Standards CMVSS.</p> <p>By adhering to a strict testing protocol, BME ensures that every fire truck exceeds industry expectations for safety, operational efficiency, and long-term durability. When you choose BME, you're choosing a fire truck that's built to perform, built to last, and built for your safety.</p>
<p>48</p>	<p>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.</p>	<p>BME fire trucks offer multiple options for service and repair. The BME dealer network, which spans over 170 locations across the US and Canada, offers extensive service, warranty, and repair for BME products. Additionally, the dealer network has over 250 mobile service vehicles to assist customers in situations where the vehicle cannot be pulled from service, is in a hard-to-reach location, or cannot get to a service center for repairs.</p> <p>BME dealers and the factory maintain an extensive inventory of parts for our vehicles and offer expedited shipping, including next-day delivery. We also carry a large inventory of fabricated parts to minimize downtime and expedite service or repairs. If our service centers or mobile locations cannot accommodate the repair in a timely manner, BME can and will authorize warranty and/or repairs to be made by third parties through an approval process. (See attached dealer map in dealers' zip file)</p>

**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	BME is a small business by number of employees but does not qualify by revenue.
50		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
51		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
55		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	BME qualifies for a small business by number of employees but does not qualify by revenue.
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
57		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
58	Describe your payment terms and accepted payment methods.	BME offers both direct sales and dealer sales. Direct sales are Cash on Delivery (COD), prepayment, contract, or agreed upon terms. Dealer sales terms are typically 15-30 days from delivery and acceptance or agreed upon terms. BME accepts check or wire in US dollars for payment. Canadian sales are made exclusively through Canadian dealers and payment is made by end user to dealer on agreed upon terms. Dealer payment is due to manufacture as agreed upon terms in dealer contract. (See attached pricing folder with models and pricing)
59	Describe any leasing or financing options available for use by educational or governmental entities.	BME dealers and BME offer multiple leasing and financing alternatives to prospective clients. Leasing and financing options are typically offered by a third party unaffiliated to BME such as PNC bank or Mitsubishi financing. These entities are able to provide custom structured terms that fit the needs of the customer. These terms include tax exempt rates, zero documentation fees, and flexible repayment plans.

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.	BME Fire Trucks LLC will accept either a member's Purchase Order, Dealer contract, or dealer purchase order. Typically, BME or the dealer provides a standard contract that includes specifications, changes, and details of the build, along with any additional costs. BME also supplies standard limited warranty documentation, final inspection documents, and a final acceptance form. Additionally, BME dealers may offer extra service contracts or preventative maintenance agreements if requested by the purchaser. (See attached transaction documentation.)	*
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	BME does not accept P-card for apparatus sales.	*
62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Combination of line item and percentage discount are provided in an attached PDF document identified as follows:</p> <ul style="list-style-type: none"> <li>• Product Category</li> <li>• Identification ID#</li> <li>• Product Description</li> <li>• Engine Type</li> <li>• Water Tank</li> <li>• Pump Type</li> <li>• Axle Configuration</li> <li>• Body Type</li> <li>• MSRP</li> <li>• Discount (Percentage off MSRP price)</li> <li>• Line Item (Contract Price) Price</li> <li>• Sourcwell Price</li> <li>• Not to Exceed Price</li> </ul> <p>The Percentage Discount items are also applicable to the unpublished options added to the published base specifications with a standard discount off of list contingent on product.</p>	*
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.	The pricing shown in this proposal represents a 5% discount from BME's list price.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	<p>BME Fire Trucks LLC may offer additional discounts for the following:</p> <p>Multi-unit orders: Discounts vary based on the quantity and build of the same fire truck design. These discounts are determined on a case-by-case basis. Typically the discount ranges 1-3% depending on build complexity.</p> <p>Prepayment: Discounts depend on the price, delivery time frame, percentage of total payment, and interest rate. Prepayments are generally due within 20 days of contract execution, and any additional costs from change orders are due within 20 days of delivery.</p>	*
65	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced or open market items may be provided by a BME authorized dealer and would be quoted at time of request. The dealer would supply a detailed quote at the time of request.	*

66	<p>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.</p>	<p>Dealer-provided options can be added to the apparatus contract upon request and will be handled by the BME authorized dealer. These options can vary depending on the customer's request and may include, but are not limited to, the following items. Pricing will be provided to each customer upon request and varies by dealership and customer location.</p> <ul style="list-style-type: none"> <li>• Factory inspection trips and preconstruction meetings.</li> <li>• Weekly construction photo progress reports</li> </ul> <p>•Loose equipment and mounting options, including custom fabricated items.</p> <p>•Loose equipment (open market items) such as monitors, hoses, intercom systems, radio equipment, and rescue tools and equipment</p> <p>•Other items requested by the customer deemed sourced or open market.</p> <p>•Delivery charges</p> <p>•Sales and other taxes, license, handling, or title fees.</p>	*
67	<p>If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>Transportation Expenses: Prices quoted are FOB Manufacturer's facility. Transportation of the apparatus from the factory to the customer's facility can be added into the contract. Typically, apparatus is delivered to a BME Authorized dealer facility in the area for Pre-Delivery inspection and installation of any dealer provided options. If there is not dealer facility near the customer, BME can make delivery directly to the end-user. The cost of delivery varies by the type and size of apparatus and proximity of end user to manufacturing facility. Delivery is conducted in accordance with DOT regulations. Delivery charges can also vary based on specific logistic issues, locations, and end user requirements such as flatbed, barge, or container ship.</p>	*
68	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>These destinations typically require coordination of different transit methods. For Hawaii or Alaska, the units are driven or flat-bedded to a port and travel via ship or cargo to final destination. These situations require a case-by-case pricing method and can vary depending on time of year or availability of space. Shipping in the US and Canada is calculated using numerous factors including but not limited to type of apparatus, permits, and distance. Shipping expenses are not included in the base specifications cost.</p>	*
69	<p>Describe any unique distribution and/or delivery methods or options offered in your proposal.</p>	<p>None.</p>	*
70	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.</p>	<p>BME pricing is managed through our proprietary sales program called Lightning. All Sourcwell discounts and product pricing are programmed into the ordering system. The system has specific parameters that limit changes in pricing and/or costs, which must be overridden by senior management. This system helps eliminate errors or mistakes in pricing and specifications, ensuring that customers receive the exact truck they ordered. Additionally, BME will establish an in-house audit team of senior management to monitor a random pool of Sourcwell contract orders on a quarterly basis. This audit will verify pricing and product compliance with all Sourcwell contract terms.</p> <p>BME will also conduct a customer audit and verification process on pricing, labor, parts, change orders, total acquisition cost, and purchase price verification when closing out the account for reconciliation between inventory, sales, and accounting. BME Accounting and Sales management will coordinate all reporting to Sourcwell.</p>	*
71	<p>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.</p>	<p>BME Sales support currently collaborates with our Dealer Network to monitor all sales of BME products and the channels through which these sales occur. We track whether the sales are direct bids, cooperative purchases, demonstration vehicles, or referrals. BME will continue to request this information from our dealers and monitor the success of the contract in providing customers with better access to BME products and information. The BME dealer network is well-acquainted with Sourcwell and has been advocating for BME to join the cooperative for several years. We believe that with our product line and the facilitation of information and purchasing time, the Sourcwell contract will be highly beneficial.</p>	*

72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	BME mainly builds, sales, and markets wildland vehicles. BME would propose an administrative fee similar to other cooperatives in order to maintain consistency. Currently BME pays the following: HGAC - \$2000 for a tender and \$1000 for Brush trucks. GSA is .75% We would like to keep fees similar to HGAC of \$2000 for tenders and \$1,000 for Brush trucks but BME is willing to pay the typical Sourcewell fee of 1% if that is what is required or deemed typical for brush trucks under the contract.	*
----	---	---	---

**Table 6B: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	BME will not favor one GPO over another. The BME pricing model is consistent across all.

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

Line Item	Question	Response *
74	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>BME offers a wide range of Wildland products and products that operate in multi-environments to meet customer needs and work scope. BME services customers in the US, Canada, Hawaii, and Alaska. BME authorized Dealers may offer contracts for preventative maintenance and service. BME products include Brush trucks, Water Tenders, Tactical Tenders, Water Tankers, Wildland Urban Interface Units, Dozer Tenders, Rescue Units, and Crew Carriers.</p> <p>Brush Trucks: BME offers a wide array of Brush trucks to meet individual customer needs and specifications. BME Brush trucks include Type 6 and Type 5 wildland units, Type 3 and 4 larger units, and Tactical Tenders ranging from 1200 to 2000 gallons. Tankers and Water Tenders range from 2000-3500 gallons.</p> <p>Wildland Urban Interface: Interface units include multi-purpose, multi-faceted trucks with 500-1000 gallons of water and with an optional dual pump format with a main pump of 750-2000 gpm and an auxiliary pump. These trucks are designed for urban areas and can provide both wildland and structure protection.</p> <p>Crew Carriers: BME currently builds several different styles of 9-10 person crew carrier and could offer a 17-man Cal Fire option.</p> <p>Rescues: BME offers several models of rescues on different chassis configurations. These often serve in swiftwater operations, air/light units, or other more specialized purposes. Typically, these models do not carry any water in order to provide additional storage.</p>
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>For further details, please refer to section 74 on subcategories and descriptions. Additional examples of subcategories include:</p> <ul style="list-style-type: none"> <li>• WUI (Wildland Urban Interface)</li> <li>• Wildland Type 3</li> <li>• Model 34</li> <li>• Type 4</li> </ul> <p>Brush Trucks</p> <ul style="list-style-type: none"> <li>• Type 5</li> <li>• Type 6</li> </ul> <ul style="list-style-type: none"> <li>• Dozer Tender/Rescue: Light or medium</li> <li>• Swift Water Rescue</li> <li>• Crew Carriers</li> <li>• Tankers: Dry-side and wet-side tankers, Tactical Tender - 1200, 1500, 1800-gallon, Tender-Tanker 2000 gallon and 3000 gallon.</li> <li>• Command vehicles</li> </ul>

76	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	BME does not offer remount or refurbishing services. The BME dealer network does offer clients remount and refurbish services in several areas. Remount of refurbish services are quoted directly by the dealer and costs vary depending on customer requirements and job scope.	*
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>BME provides a standard warranty on all fire apparatus manufactured. The standard warranty includes the following:</p> <p>Tubular Body: Ten-year body structure warranty against defects in product and workmanship.  Paint: Ten-year pro-rated paint warranty.  Stainless Steel Plumbing: Ten-year warranty against defects in product or workmanship.  Standard warranty on Fire Apparatus: One-year</p> <p>The manufacturer's warranty does not apply under the following conditions:</p> <ul style="list-style-type: none"> <li>• The truck is not maintained and serviced properly.</li> <li>• The truck is not operated properly or used in a manner inconsistent with manufacturers' recommendations or standard operating procedures.</li> <li>• The truck is used for a purpose not recommended.</li> <li>• The apparatus has been repaired, modified, or altered in a way that adversely affects the structure or operational ability of the vehicle.</li> <li>• Items are broken due to misuse, negligence, accident, or improper maintenance.</li> <li>• Damage caused by theft, vandalism, riot, or explosion.</li> <li>• Damage caused by acts of God such as lightning, flood, hurricane, etc.</li> <li>• Loss of time or use of the product, inconvenience, or other incidental expenses.</li> </ul> <p>BME warranties are approved and completed by an in-house warranty team in coordination with our approved dealer network. BME dealers operate in over 150 physical locations, and many provide extensive mobile repair options. BME and our Dealer Network can address warranty issues and complete repairs quickly. BME dealers can approve most repairs in the field and have access to quick approvals from BME for non-standard items. Also, if for some reason BME or their Dealer network can't provide resources needed, BME and the dealer will work with third parties to expedite the process and complete repairs.</p> <p>See Attached Warranty documents in (transaction documents PDF Sourcewell - Warranty.)</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?	BME does not typically cover warranty service items made by other manufacturers. BME does not manufacture the chassis which is a very complicated and large component of the fire truck. BME offers support and direction on the repair process, but chassis related warranty issues have to be complete through the original OEM of the chassis. BME also utilizes third party components such as pumps, tanks, electrical components, etc. which have separate warranties that typically need to be completed through the OEM of those products. BME will assist in this exchange and can help to expedite service and or repairs. These warranties and options are discussed in depth in the owner's manual, training, and build of the truck.	*
79	Describe any service contract options or extended warranties being offered with your proposal.	BME does not offer extended warranties. The BME dealer network does offer clients preventative maintenance contracts, extended warranties, and other service options at an additional cost to be determined by the dealer depending on area and use.	*

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

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

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

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

Line Item	Category or Type	Offered *	Comments	
88	Wildland firefighting apparatus, such as brush trucks and wildland urban interface (WUI) units	<input type="radio"/> Yes <input checked="" type="radio"/> No	BME builds a large variety of brush trucks and WUI units.	*
89	Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in 85 above	<input type="radio"/> Yes <input checked="" type="radio"/> No	BME and the BME dealer network have options for accessories and components that can be configured to the trucks.	*
90	Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in 85 - 8	<input type="radio"/> Yes <input checked="" type="radio"/> No	BME does a lot of installation, customization, inspection, training, and support. BME Dealers also offer installation, customization, remounting, refurbishment, inspection, maintenance, repair, and training for additional cost.	*
91	Category 3 responders MAY include COMPLEMENTARY Specialty Apparatus and Equipment solutions in their response	<input type="radio"/> Yes <input checked="" type="radio"/> No	BME also builds Dozer Tenders Light Rescues Medium Rescues Swift-Water Resc Crew Carriers, 2000 gal Tender 3000 gal Tender 3500 Elliptical Tanker Specialized Tender and Tanker can be the same thing. many of these trucks have applications in both wildland and rural areas.	*

**Exceptions to Terms, Conditions, or Specifications Form**

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

**Documents**

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

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

- [Pricing](#) - Sourcewell Models and Pricing.xlsx - Thursday August 07, 2025 17:10:38
- [Financial Strength and Stability](#) - Reference and Finance.zip - Thursday August 07, 2025 12:39:40
- [Marketing Plan/Samples](#) - BMEExSourcewell\_.zip - Thursday August 07, 2025 12:35:06
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Transaction documents PDF Sourcewell.zip - Monday August 11, 2025 16:16:34
- [Upload Additional Document](#) - Dealers.zip - Monday August 11, 2025 15:19:21
- 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. - Chad Moffat, President, BME Fire Trucks, 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
<b>Addendum_7_Firefighting_Apparatus_RFP_082025</b> Wed August 6 2025 04:28 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_6_Firefighting_Apparatus_RFP_082025</b> Mon August 4 2025 05:42 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_5_Firefighting_Apparatus_RFP_082025</b> Thu July 31 2025 04:55 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Firefighting_Apparatus_RFP_082025</b> Fri July 25 2025 04:25 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_3_Firefighting_Apparatus_RFP_082025</b> Wed July 23 2025 04:42 PM	<input checked="" type="checkbox"/>	3
<b>Addendum_2_Firefighting_Apparatus_RFP_082025</b> Thu July 3 2025 03:37 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Firefighting_Apparatus_RFP_082025</b> Wed July 2 2025 03:49 PM	<input checked="" type="checkbox"/>	1