

**Solicitation Number: RFP #113021****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Maxi-Metal Inc., 9345 25th Avenue East, St-Georges Quebec, Canada G6A 1L1 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Firefighting Apparatus and Fire Service Vehicles from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 10, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out, refurbished, or remounted Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily

apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services 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 Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales 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;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract 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. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract 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 the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. 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 and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *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, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. 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.
- b. 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. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract 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.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract 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 Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract 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:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *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 Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. 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 sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their 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 Contract 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 Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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 the Canadian government, as applicable; 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 Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract 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 Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts 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.

B. **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 be in compliance with all applicable Davis-Bacon Act provisions.

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

D. 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 contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. 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 Contract will comply with applicable requirements as referenced above.

F. 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.

G. 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).

H. 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.

I. 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.

J. 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.

K. 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 Contract 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.

L. 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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an 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 Contract or any purchase by an authorized user.

O. 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 Contract or any purchase by a Participating Entity.

P. 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.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract 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.

R. 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.

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

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

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Maxi-Metal Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 2/7/2022 | 9:19 PM CST

DocuSigned by:
Chris
573B0A5A2AB14C2...
By: _____
Christopher Sapienza
Title: Director Marketing & Sales
Date: 2/9/2022 | 4:31 PM CST

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 2/9/2022 | 4:35 PM CST

RFP 113021 - Firefighting Apparatus and Fire Service Vehicles

Vendor Details

Company Name: MAXIMETAL INC.
Does your company conduct business under any other name? If yes, please state: Quebec
Address: 9345, 25e Ave
Saint-Georges,, Quebec G6A 1L1
Contact: Christopher Sapienza
Email: christopher.sapienza@maximetal.ca
Phone: 418-228-6294 249
Fax: 418-228-0493
HST#: 103571360 RT 0001

Submission Details

Created On: Thursday October 21, 2021 16:49:16
Submitted On: Saturday November 27, 2021 08:17:02
Submitted By: Christopher Sapienza
Email: christopher.sapienza@maximetal.ca
Transaction #: 1ad9939a-545d-4743-9573-41808e6b024e
Submitter's IP Address: 161.184.138.215

Specifications

Table 1: Proposer Identity & Authorized Representatives

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).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	MAXI-METAL INC.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Proposer Physical Address:	9345, 25TH AVENUE EAST ST-GEORGES, QUÉBEC CANADA G6A 1L1
5	Proposer website address (or addresses):	www.maximetal.com
6	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 and, in the event of award, will be expected to execute the resulting contract):	Christopher Sapienza, Dir. Marketing & Sales 9345, 25TH AVENUE EAST ST-GEORGES, QUÉBEC CANADA G6A 1L1 christopher.sapienza@maximetal.ca 418-228-6294 ext. 249
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Christopher Sapienza, Dir. Marketing & Sales 9345, 25TH AVENUE EAST ST-GEORGES, QUÉBEC CANADA G6A 1L1 christopher.sapienza@maximetal.ca 418-228-6294 ext. 249
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Caroline Courcy, Assistant Director, Administration 9345, 25TH AVENUE EAST ST-GEORGES, QUÉBEC CANADA G6A 1L1 caroline.courcy@maximetal.ca 418-228-6294 ext. 231

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>MAXI-METAL INC., ("MAXIMETAL") founded in 1983, is a dynamic and innovative Canadian company with 38 years of experience designing and manufacturing optimized intervention vehicles. Hundreds of MAXI Fire Trucks can be found serving fire departments in BC, Alberta, Ontario, Quebec, New Brunswick, PEI, Nova Scotia and Newfoundland as well as in the USA. MAXI Fire trucks are also serving private companies like Suncor, Agnico-Eagle, Rio Tinto, Alouette Aluminum, Alcoa, Bravo Oilfield Safety Services and Cascades. We have even delivered 24 MAXI Fire trucks overseas to North Africa.</p> <p>A team of over 85 fabricators, welders, pump specialists, mechanics, painters, electricians, engineers & project managers custom-build every fire truck in a 35,000-sq ft modern facility in south-central Quebec, less than an hour's drive south of Quebec City. Our dynamic and passionate team are powered by our company values – FORCE. (Faith in our abilities, Open-mindedness, Respect, Courage & Endurance) We are proud to count several firefighters amongst our employees. Their valued input is one of the most important parts of every MAXI Fire truck, assuring your team safe and effective operations. Fire trucks designed by fire fighters, built by fire fighters for fire fighters.</p> <p>In 2015, after evaluating all the major builders in Canada, Pierce Manufacturing chose MAXI-METAL as their exclusive partner to build a custom line of fire apparatus for their Canadian dealer network, the MAXI Saber. When you choose MAXIMETAL as your partner, you are providing your team with custom-outfitted trucks built to the very highest standards as recognized by Pierce Manufacturing, the largest fire truck manufacturer in North America.</p>
10	What are your company's expectations in the event of an award?	MAXIMETAL, currently holding Sourcwell contract #022818-MAX, expects to continue to promote its products and services across the Sourcwell membership as we have proudly done since the award of its contract in 2018. We look forward to continuing to be a valued partner to your members in providing the highest quality fire apparatus solutions at a beneficial price through a simplified procurement process.
11	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.	<p>We have included in the attached bid document the following to attest to our financial stability and solid standing:</p> <ul style="list-style-type: none"> - Independent accounting firms report on our financial ratios including: - Working capital - Debt-to-equity ratio - Debt coverage ratio - Equity ratio - Specific reference letter from our bank - Reference letters from 4 top-tier industry suppliers as to our volume of business and excellent payment record
12	What is your US market share for the solutions that you are proposing?	We have recently started selling in the USA through the Pierce Manufacturing dealer network in 2019 and are not in a position to estimate market share data yet, however we have sold over 20 trucks in the US over the past 24 months, including several through our existing Sourcwell contract to customers in Colorado and Wyoming.
13	What is your Canadian market share for the solutions that you are proposing?	We hold a 55% market share in the province of Quebec, and approx. 20% across Canada thanks to our high-performing dealer network.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
15	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>MAXIMETAL is a manufacturer. We are proud to sell through the Pierce Manufacturing dealer network in Canada thanks to our exclusive product partnerships called the MAXI Saber program and the Contender by MAXIMETAL Program.</p> <p>Pierce Manufacturing Dealer network: The Pierce dealer network in Canada sells & supports our product line. These dealers offer full sales, parts & service support including best-in-class after-sales support as required by Pierce Manufacturing.</p> <ul style="list-style-type: none"> - Commercial Emergency Equipment for BC, AB, SK, MB, YT, NWT, ON - L'Arsenal for QC - Safety Source Fire in NB, NS, PE, NL <p>Maxi-Metal authorized service centers: Maxi-Metal has appointed additional resources as product support centers in certain markets: These service centers offer additional parts & service support to MAXIMETAL customers:</p> <ul style="list-style-type: none"> - G LeBlanc Fire Truck Repair Ltd (NB, NS, PE)

16	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.	We have included in our uploaded supporting material copies of the following certifications that we consider most pertinent to our status as an accredited manufacturer of fire apparatus: - ISO 9001:2015 certificate - Canadian Welding Bureau - Certificates CSA W47.1 and CSA W47.2 - ULC registration & most recent audit results - CMVSS number (National Safety Mark) - FMVSS & DOT Approval - NHSTA Final Stage Manufacturer Information - FAMA 2021 membership certificate	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	STIQ TRANSPORT PODIUM – PROGRESSION EXCELLENCE AWARD, JUNE 2020 MAXIMETAL was one of 3 finalists for recognizing operational excellence as part of a local government manufacturing acceleration program. We are very proud to have been chosen as the winner for 2020. https://www.stiq.com/en/	*
19	What percentage of your sales are to the governmental sector in the past three years	90%	*
20	What percentage of your sales are to the education sector in the past three years	0%	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcwell contract 022818-MAX First deliveries were in mid 2020, - Invoiced 3,94M CAD\$ since the first delivery - Invoiced 3.46M CAD\$ in last 12 months	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Township of Springwater	Jeff Kirk	(705) 728-4784 ext:2031	*
Chatham-Kent Fire and Emergency Services	Kevin Rankin	(519) 436-3270	*
Sublette County Unified Fire	Shad Cooper	(307) 367-4550	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Ville de Montréal	Government	QC - Quebec	Pumper fleet replacement strategy	Avg transaction \$ 800,000 ea Currently building 7 trucks per year, in 4th year 5-year contracts	17,027,260 CAD\$
Chatham-Kent Fire and Emergency Services	Government	ON - Ontario	Fleet replacement & standardization strategy	Avg transaction \$ 587,000 7 trucks over 3.5 years	4,110,536 CAD\$
County of Grande Prairie	Government	AB - Alberta	Fleet replacement & standardization strategy	"Avg transaction \$ 497,566 Multiple units & configurations , 5 over last 3 years, 2 more on order"	2,487,834 CAD\$
Township of Springwater	Government	ON - Ontario	Fleet replacement & standardization strategy	"Avg transaction \$ 557,500 4 trucks over 4 years"	2,229,818 CAD\$
Ville de Gatineau	Government	QC - Quebec	Fleet replacement & standardization strategy	"Avg transaction \$ 905,000 Redesign of first-out pumper, multiple unit contract, 2 delivered, 1 more on order, multiple options for more in the coming years"	1,810,327 CAD\$

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
25	Sales force.	Sales at MAXIMETAL is driven by a Director of Sales & Marketing based at the head office. The director leads a team made up of estimation, technical advisory, sales administration and drafting resources to support the dealer network's bidding and quoting activities. A limited number of direct bids are also produced by this team, exclusively for the direct Quebec market.

26	Dealer network or other distribution methods.	<p>MAXIMETAL products are distributed by the PIERCE MANUFACTURING dealer network in Canada with a total of 16 sales representatives. The dealer sales network is structured as follows:</p> <p>CANADA – WEST & ONTARIO</p> <p>COMMERCIAL EMERGENCY EQUIPMENT (https://comemerg.ca/) 12 sales reps dedicated to fire apparatus for the following territories:</p> <p>BC & YK: (2 locations) Delta & Surrey (3 sales reps) AB & NT: (2 locations) Calgary & Edmonton (3 sales reps) SK: Regina (1 sales rep) MB & NU: Winnipeg (1 sales rep) ON: Woodstock (4 sales reps)</p> <p>CANADA – ATLANTIC</p> <p>SAFETY SOURCE FIRE LTD. (https://safetysourcefire.ca/) 2 apparatus sales reps covering 3 office locations as follows: NS: Dartmouth office (1 sales rep) NB & PE: Fredericton office (1 sales rep) NL: Mount Pearl office (covered by Fredericton)</p> <p>CANADA – QUEBEC*</p> <p>*Some sales, parts and service for Quebec are handled directly out of our facilities where we have a large on-hand parts inventory, mechanics, mobile units and a dedicated customer service office. The only exceptions are (2) product lines, the Pierce MAXI Saber line and the AMIRAL Commercial Apparatus line, that are sold and serviced by the local PIERCE MANUFACTURING dealer:</p> <p>L'ARSENAL (https://larsenal.ca/) Drummondville (2 apparatus sales reps backed by 6 loose-equipment sales reps)</p> <p>USA</p> <p>MAXIMETAL products are distributed in the USA through PIERCE MANUFACTURING and their dealer network under the brand name "Contender by MAXIMETAL." Pierce has 24 dealers covering the 50 states and each dealer has service bays, on-hand parts inventory and mobile service technicians as well as sales support. The "Contender by MAXIMETAL" product line will be submitted to Sourcewell for consideration directly by Pierce Manufacturing at a later date. See Pierce dealer network map in supporting documents and our dealer listing and map on our website at https://www.maximetal.com/find-a-dealer/</p>
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27	Service force.	<p>MAXIMETAL products are supported after the sale by the PIERCE MANUFACTURING dealer network. All service partners listed below offer on-site parts inventory with next-day shipping capability, service bays, emergency vehicle technicians, heavy truck technicians and mobile service units. The below network supports Canadian customers with a total of 96 service bays, 15 mobile service units and over 80 technicians across the country.</p> <p>CANADA – WEST & ONTARIO</p> <p>COMMERCIAL EMERGENCY EQUIPMENT (https://comemerg.ca/) Service locations and capability: BC: Surrey (12 service bays, 1 mobile service unit, 12 technicians) AB: Calgary (22 service bays, 1 mobile service unit, 21 technicians) Edmonton (18 service bays, 1 mobile service units, 12 technicians) SK: Regina (10 service bays, 1 mobile service unit, 8 technicians) MB: Winnipeg (10 service bays, 1 mobile service unit, 4 technicians) ON: Woodstock (10 service bays, 2 mobile service units, 10 technicians) *NOTE: Commercial is also a certified Cummins dealer and Paccar Level 1 Service center. Commercial maintains a fleet of 5 pump-test trailers for annual pump testing & certification</p> <p>CANADA – QUEBEC*</p> <p>L'ARSENAL (https://larsenal.ca/) Covering province of Quebec for all products sold through them: QC: Drummondville (8 service bays, 4 mobile service units, 7 technicians)</p> <p>MAXIMETAL (www.maximetal.com) We maintain our own service capability to support our direct-sales customers as follows: QC: Saint-Georges (2 service bays, one pump test & certification bay, 2 mobile service units, 3 technicians)</p> <p>CANADA – ATLANTIC</p> <p>SAFETY SOURCE FIRE LTD. (https://safetysourcefire.ca/) Works with partner G. Leblanc Fire Truck Repair (see below) as sub-contractor for service NS: Dartmouth – 1 customer service employee dedicated to Pierce & MAXIMETAL warranty administration and service dispatch (see next point below)</p> <p>G LEBLANC FIRE TRUCK REPAIR LTD (http://www.glfr.ca) Covering NB, NS, PE & NL, G Leblanc is the service partner for MAXIMETAL and Safety Source Fire for all Pierce Manufacturing warranty work: NB: Notre-Dame (8000sq.ft. with 4 bays, 2 mobile service units, 4 technicians)</p>
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28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Canadian dealers use our cloud-based CPQ (Configure-Price-Quote) platform called COACH to build their quotes. This platform, powered by ConfigureOne, automates the option selection, pricing and specification document process. American dealers use Pierce's SalesNet platform to build their quote requests and specification information for CONTENDER products.</p> <p>Orders for Canadian and American Sourcewell members will be handled exclusively through our dealer network. https://www.maximetal.com/find-a-dealer/</p> <p>Dealers configure their quotes, request final approval and sales drawings from us before bidding. Once they put a bid under contract, they send a purchase order to the manufacturer. We then put the order through the following process:</p> <ul style="list-style-type: none"> -Contract review and approval -Project manager assignment -Pre-construction meeting -Order change document sent to customer (if applicable) -Approved order change received and validated -Approval drawings and specs sent to customer -Approvals received, release BOM to purchasing -Release build to engineering for review -3D modeling -Fabrication start -Mid-build inspection -UL testing -Final customer inspection -Corrections if necessary -Prepare for delivery -Invoice the dealer -Report sale to Sourcewell (If applicable) -Warranty-Start process once In-Service paperwork received -Satisfaction survey sent 	*
29	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>MAXIMETAL has 2 dedicated resources for customer and dealer support. We offer a 24/7 emergency phone line (418-226-7666) for service issues to make sure our customers & dealers can reach us at any time.</p> <p>Our dealer network also maintains critical service resources and dedicated 24/7 support structures. The key benefit of a dealer network is that they have parts and technicians on-hand to make most repairs within 24 hours if the part is available. MAXIMETAL is located 1 hour from a major airport (YQB) and can therefore guarantee 24-48-hour delivery to almost anywhere in the Canada or the US for critical parts.</p> <p>Customer satisfaction is monitored by MAXIMETAL through a customer survey process that is sent direct to the customers. This allows for monitoring dealer performance and constructive feedback to the network for continuous improvement.</p>	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	MAXIMETAL products are available in 50 US states through the Pierce Manufacturing dealer network, branded as the CONTENDER BY MAXIMETAL. We offer 3 specific product lines through this exclusive partnership that has been in place since 2017 – PIC tankers, TME pumpers and 4x4 Wildland-Urban-Interface engines.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>MAXI Saber custom-chassis fire apparatus are marketed in Canada in conjunction with Pierce Manufacturing and their dealers through our exclusive product partnership in place since 2016.</p> <p>The full lineup of MAXIMETAL commercial-chassis fire apparatus are available across Canada through our dealer network as well as direct from the manufacturer in certain territories. We currently have MAXIMETAL trucks in service in 9 provinces and 3 territories and have sales and service coverage for the entire country.</p>	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A – MAXIMETAL can service all of North America.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A - MAXIMETAL can serve any Sourcewell participating entity sector requiring our products.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A – MAXIMETAL would have no restrictions in these areas working through our local dealers who cover these territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>MAXIMETAL is proudly the only Canadian apparatus manufacturer with an active Sourcewell contract at the time of filling out this tender response. We are currently marketing the contract in our print advertising and on our website with a dedicated page. (https://www.maximetal.com/consortium-purchasing/)</p> <p>Upon receiving news of being re-awarded the Sourcewell contract, MAXIMETAL would take the following steps:</p> <p>Advertising and public relations:</p> <ul style="list-style-type: none"> • Issue a press release in Canada announcing the award, its contents and the steps to be taken if a customer is interested. This release will be issued to all pertinent media outlets including both print and on-line publications as well as social media. • Issue a bulletin to all Canadian and US dealers with the details of the award and the new contract number • Update the page on our website to the new contract number and add in any new logos (canoe for example) • Sourcewell logo and contract info with link to Sourcewell's website will be added to the corporate email signatures of key employees who deal with external customers. (As we already do - see example in supporting documents) <p>Dealer marketing:</p> <ul style="list-style-type: none"> • The MAXIMETAL business development department will prepare all required product configurators and product information to be sent out to all dealers located within the areas covered by Sourcewell contracts. • Director of Business Development will visit all dealers relevant to the award and hold refresher product training as well as training on the product configurator tools. • MAXIMETAL and dealers will identify a target list of municipalities who are due for fire apparatus and we will reach out to them in a joint effort to ensure they are aware of the Sourcewell contract that is available to them and the value of doing business through the Sourcewell contract. <p>Events marketing:</p> <ul style="list-style-type: none"> • MAXIMETAL will hand out Sourcewell information pamphlets to the trade shows attendees when we are at a show in the geographic area of the contract award. • MAXIMETAL will encourage and assist dealers to hold open house events in their pertinent locations specifically for Sourcewell members.

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>MAXIMETAL uses technology platforms to engage with our market as well as to work with our dealers.</p> <p>WEBSITE: The new MAXIMETAL.COM was launched in January 2021 after a 16-month project to ensure we had the right tool to meet the needs of the market and our dealers. Key changes to our website include mobile-device compatibility, a focus on clear photographs of the products and an enhanced deliveries page with clear specifications and photos of delivered apparatus projects. We have also built this platform with full integration of Google analytics and Facebook pixel technology for behavior tracking and site optimization.</p> <p>SOCIAL MEDIA: MAXIMETAL maintains a highly engaged audience on Facebook, Instagram, YouTube and LinkedIn.</p> <p>Facebook & Instagram: We work with a mix of regular scheduled posts and targeted paid campaigns. We engage in cross-posting and tagging with our dealer network and business partners like Pierce Manufacturing to increase visibility as well. https://www.facebook.com/maximetal.ca/ https://www.instagram.com/maximetal_fire/?hl=en-ca</p> <p>YouTube: We maintain and curate a library of product and feature videos on the MAXIMETAL YouTube Channel, as well as cross posting and tagging with our dealers using FB and IG. https://www.youtube.com/channel/UCk3H699vroYVt0Fk5IKoNw</p> <p>LinkedIn: MAXIMETAL maintains a LinkedIn page. We currently prioritize this page for recruiting efforts and corporate communications and relations. We have recently begun engaging with cross-posts and sharing with our partners and dealers. https://www.linkedin.com/company/maxi-m%C3%A9tal-inc</p> <p>CPQ (CONFIGURE-PRICE-QUOTE) TECHNOLOGY PLATFORM: MAXIMETAL made major investments in our internal IT infrastructure in 2019 by acquiring the ConfigureOne CPQ platform. Using the platform, we have built our internal product configurator for our dealers. Now called COACH, dealer sales reps can configure, price and quote over 75% of our product line directly in the cloud-based system. This gives them live access to pricing and configuration information as well as base-model drawings and technical documentation. Please see COACH CONFIGURATOR TOOL SUMMARY in the supporting documents for detailed information on how COACH works.</p>
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>In our view, Sourcewell's role is to ensure that all members are aware of the contract award and provide a clear and concise process for contacting MAXIMETAL and/or its dealers for details. We expect Sourcewell to actively promote the value of doing business through Sourcewell as opposed to conducting business in the usual manner.</p> <p>We will encode the Sourcewell contract terms and conditions into our Configure-Price-Quote (COACH) system to automate the process for dealers.</p>
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>This is not currently part of our business model due to the highly customized and technical nature of the products we manufacture.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	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>Included with every MAXIMETAL apparatus is "train-the-trainer" facilitation in our dedicated test facility at time of pre-delivery inspection. Our dealers also include a minimum half-day product orientation at time of final delivery.</p> <p>Furthermore, we have an 8-hour operator training course that can be offered throughout our dealer network for a cost of \$1500 CAD (\$1200 US) per session. (Course outline is included in the supporting documents)</p> <p>Lastly, our largest Canadian (Commercial Emergency Equipment) dealer offers their own line of technician training opportunities in their private training facility in Calgary.</p>
40	Describe any technological advances that your proposed products or services offer.	<p>MAXIMETAL works on continuous product improvement to provide high-performance tools and to bring innovations that improve firefighter safety, operational performance and that save fire departments money so they can invest elsewhere. (examples of some of our innovations can be found on our web site here: https://www.maximetal.com/fire-apparatus/design-features/)</p> <ul style="list-style-type: none"> • PARAGON™ Optimized Pumphouse Configuration: When launched in 2010 this was the narrowest pumphouse design available, using a split-shaft or a PTO pump. At just 26 inches wide it allows for maximum efficiency of operations while greatly improving safety for

pumphouse operators by isolating the controls from the discharges, suction entries and preconnect. This design also improved occupational safety and ergonomics for firefighters by lowering the transversal speedlays to just 65 inches above the ground, allowing for deployment from the ground without having to climb onto the truck. The narrow pumphouse adds up to 30 cubic feet of additional compartment space to the apparatus. We were the 1st manufacturer in Canada to introduce this concept.

- TITAN™ Optimized Equipment System: In-house, cost-effective electro-hydraulic ladder and portable tank racks that augment the trucks capacity while making it safer for firefighters to access their ladders and portable tanks from a 2-feet-on-the-ground position. With a capacity of 750lbs this rack system greatly exceeds the capacity of commercially available solutions. The Maxi Rack 2.0, which deploys closer to the side of the truck than even a Zico rack, will be shown in May 2018. These systems are exclusive to MAXIMETAL.

- AIRGO™ SCBA Deployment System: Innovative solutions for SCBA storage to ensure firefighters have access to more air when on-scene with an ergonomically sound access to putting on their packs. It truly optimizes the use of the space of the compartment above the rear axle(s). This system is exclusive to MAXIMETAL.

- Push-Pull Rod Controls on Top-Mount: Typically, top-mounted control panels rely on a system of levers connected to cables for controlling the valves. MAXIMETAL innovated working with fire departments to design the industries only Push-Pull Rod Controlled top-mount panel. This reduces long-term maintenance costs associated with stretched or snapped cables and greatly improves the control precision and feedback to the operator. This system is exclusive to MAXIMETAL.

- MAXIMETAL PIC TANKER concept: To meet the challenge of small firehalls and restricted budgets, MAXIMETAL has designed a PIC tanker that allows for a maximum amount of water on a short wheel-base commercial chassis with a single-axle. With up to 2400 US Gallons of water on a short single-axle chassis, even the smallest firehall can have an optimized apparatus for the task.

- Recessed step: Our standard truck design incorporates a recessed step on the back of the apparatus to improve firefighter occupational safety when accessing the hose bed. This is a standard feature on MAXIMETAL trucks.

- De-con showers: Developed for specialized oil-field-services fire apparatus, we designed a system to keep the tank-water heated to 70-degrees, even during long periods out winter time, in order to supply de-contamination showers and eye-baths on-board the truck. These highly specialized apparatuses for the oil-fields services industry also included a sleeper cab, "Purple K" powder fire suppression and foam.

- Sprinkler fire-suppression systems for wildland trucks: Designed to meet the needs of a specialized fleet of fire apparatus designed for the Moroccan government, we incorporated a 300-gallon reserve tank with a sprinkler system embedded in the roll-over protection. This system allows the firefighters to hunker down in the truck for protection in case of rapid-moving wildland fire.

- Hybrid Rescue concepts: Blending the best of walk-around and walk-in design to optimize the user experience in cold climates.

- 5-S concept for tooling layouts: Developed to meet the needs of one of our major utility customers, this concept ensures each tool has a specific placement, is easy to find and ergonomically within reach.

MAXIMETAL also works on research and development for future innovations. Current R&D projects in the pipeline include:

- Idle-reduction system for commercial and custom fire-apparatus: MAXIMETAL is working with an industry partner on a best-in-class solution for idle reduction technology adapted to the specific needs of the fireground.

- Electric truck: Maxi is working in exclusivity with a customized electric chassis manufacturer on a design for an electric utility and rescue apparatus, prototype coming late 2022

- Next-generation electric-over-hydraulic equipment storage solutions: Maxi is working on a new version of the TITAN system listed above to improve the ergonomics of the design and improve the electrical and hydraulic efficiency

41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Research & Development: MAXIMETAL is engaged with partners on preliminary designs for an electric rescue apparatus to meet the needs of municipal fleets that are moving towards green solutions. We are also working on an advanced Idle-Reduction solution for prototype late 2022.</p> <p>Green Initiatives: MAXIMETAL is very conscious of the environmental challenges. In 2011, accompanied by an external professional engineering firm, we decided to review all the environmental aspects of our activities: water treatment, atmospheric emissions, waste and residual material management, noise emissions, etc. The result of this rigorous project is that MAXIMETAL is one of the few businesses in its field to have a Certificate of Authorization under Article 22 of the Environmental Quality Act issued by the Quebec Government.</p> <p>We also recycle: 100% of the metal waste, paperboard and pallet wood from our manufacturing activities and 100% of the paperboard, paper, aluminum and glass from our administrative activities MAXIMETAL eliminated use of plastic water bottles from our hospitality fridges.</p>	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
43	Describe 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 of certification (as applicable) in the document upload section of your response.	N/A	*
44	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<ul style="list-style-type: none"> • Specifically, for your Canadian members, we offer a MADE-IN-CANADA fire-apparatus built to the highest quality standards as recognized by the industry leader, Pierce Manufacturing through our product partnership. • With many firefighters on our team, we offer fire apparatus that are conscientiously built by people who know how these tools are to be used on scene and who recognize the importance of firefighter safety. • As a Canadian manufacturer, our products are built with the particular demands of our unique winter climate in mind. 	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	For the applicable warranty period, MAXIMETAL warrants its products against any defects in material and workmanship including any parts or labor necessary to remedy the warranty claim. Please see standard warranty policy for Canada and the USA in the supporting documents along with our certificates for: <ul style="list-style-type: none"> - 1-year bumper-to-bumper basic apparatus warranty - 10-year stainless-steel plumbing warranty - 10-year apparatus body – structural warranty - 10-year apparatus body – paint & corrosion warranty
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	N/A
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes – in our warranty policy there is provision for this (in the event of a truck being out-of-service. Annexed in the supporting documents, see section 4.3 of the policy)
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We coordinate all warranty claims through our local dealer network. The dealer's professional service departments have all the necessary relationships to coordinate any and all warranty claims for the component manufacturers involved in the construction of the truck, and this, in conjunction with MAXIMETAL. This ensures a simple, single-point-of-contact for all service after the sale.
50	What are your proposed exchange and return programs and policies?	N/A. All vehicles are inspected by the end customer prior to final delivery to ensure total satisfaction with the finished apparatus.
51	Describe any service contract options for the items included in your proposal.	Our dealer network offers preventative maintenance programs. They also offer a variety of preventative maintenance programs and tools tailored to each department needs. (Examples provided in the supporting documents)

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
52	Describe your payment terms and accepted payment methods.	Standard payment term for MAXIMETAL products is payment in full upon delivery, subject to end-customer approval & acceptance at the time of final inspection in our factory. (Inspection occurs in our facility prior to dealer-location delivery for all fire apparatus to ensure customer satisfaction) On occasion our dealers will make special term arrangements with their customers.
53	Describe any leasing or financing options available for use by educational or governmental entities.	Leasing solutions are offered through our dealer network. We have included an example of a truck leasing program currently available from Commercial Truck, owners of Commercial Emergency Equipment, our western-Canada Pierce Manufacturing dealer partner. (Example provided in supporting document, Pricing upload)
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	All documentation is internal between Maxi and the dealerships. However, the dealers have been trained on how to properly invoice a Sourcewell transaction to clearly show the Sourcewell contract number, as well as the Sourcewell discount, on their final invoice to the end customer. We have provided samples of our quote form and invoice as they would be received by the dealer. We have also included a document that summarizes the electronic platform that is used to generate de Configuration-Price-Quote – see COACH CONFIGURATOR TOOL SUMMARY in the supporting documents for detailed information on how the configurator platform works. (Example provided in supporting document, Transaction document samples section)
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	N/A

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
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56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>All pricing is communicated to the market through our COACH CPQ cloud-based system. (Refer to the COACH CONFIGURATOR TOOL SUMMARY in the supporting documents for detailed information) Each apparatus is configured from a base-model price and then using the guided selling Q & A in the system, option pricing is assigned to the build. Once configured the apparatus is documented in a configuration summary document that includes the list price for the base model and each selected option. Any unpublished specially requested options will be counted into the build through our special-request approval process, prior to finalization and application of discounts.</p> <p>We are submitting in our supporting documents a table listing a SKU for each base model extracted from our current COACH platform. (Please note annual price increases will be applied February 1st 2022 and will need to be updated once that pricing is final and goes live in our system)</p> <p>Please note:</p> <ul style="list-style-type: none"> All prices provided in the supporting pricing table are our Standard List Price (MSRP) Sourcewell members will receive a 5% discount off this price when ordering using the awarded Sourcewell contract. IMPORTANT: All prices provided submitted in Canadian Dollars. It is vitally important that the Sourcewell take this into consideration if comparing prices with American companies responding to this RFP. A Canadian-Dollar price will appear considerably higher than a US-Dollar price for a similar product if the exchange rate is not accounted for. (Pricing for US customers is also loaded into our COACH CPQ system through a "Price Book" feature that automatically assigns the correct currency based on geographic location of the system user) Prices submitted do not include any applicable sale taxes, which can vary regionally within Canada. 	*
57	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.	Sourcewell members benefit from a 5% discount off the Standard List Price (MSRP).	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	If the member is purchasing two (2) identical units or more on a single purchase order, and all for delivery within the standard lead time at the date of the purchase order, the Sourcewell member will benefit from an additional 1% discount off the Standard List Price.	*
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". 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 products will be priced using a cost-plus model. For the purpose of this proposal, Sourcewell members will be quoted cost + 20% through the dealer network for any item that must be sourced externally.	*
60	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>Materials surcharge: Due to the unprecedented conditions creating volatility in the commodity markets, we have taken the extraordinary step to introduce a Materials Surcharge on the body-portion of the build, and this as of October 2021. The goal is for this surcharge to be temporary. We will monitor and evaluate the cost of steel and aluminum on a constant basis to adjust this surcharge as we can. Any applicable surcharge is applied to the net body price pre-discount.</p> <p>Factory visits for meetings, inspections: Approx. *\$1500 CAD (\$1200 USD) per person/per visit Includes flights & 2 nights accommodation w/breakfast. To be accounted for if quoting included pre-construction meetings or final inspections.</p> <p>Additional operator training: *\$1500 CAD (\$1200 USD) per 8-hour session See course outline in Tab 2, Form A Question 28 – Training. This fee is only for additional training. Every delivery includes a half-day orientation training on the product being delivered. *Dealers can sell for less</p>	*

61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All proposed prices are FOB our factory in St-Georges, Quebec, Canada. Transport costs will be arranged by the local dealer with the end customer at the time of purchase. These amounts are separate from the apparatus price and are not considered for discount or fee to the Sourcewell.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Please see response at 61.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	SOURCEWELL contract discount structure will be published to our dealer network and the dealers will be required to reference the SOURCEWELL contract on all related request for quotes through our COACH CPQ configurator and CRM program. Quarterly, the Director of Business Development and the Director of Finance will extract a report of all invoices that reference the SOURCEWELL contract. MAXIMETAL will submit a copy of the report along with the applicable cheque for the fees payable to the NJPA.
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	MAXIMETAL will monitor dealer performance at the bid stage to give them constructive feedback on how to leverage the program with their end users. (It should be said that our largest dealer, Commercial Emergency Equipment, is very well versed in Sourcewell as a sales tool and has been very successful at leveraging the program) Specific metrics that will be monitored include total number of Sourcewell quotes per quarter, percentage of total quotes attributed to Sourcewell, and win/loss ratio of Sourcewell quotes vs. non-Sourcewell quotes.
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	In order to facilitate the sales and reporting process for our dealers who are also Pierce Mfg dealers, we will adopt a similar structure to Pierce. MAXIMETAL will offer a simple flat-fee for each apparatus booking through the Sourcewell contract as follows: CANADA: MAXIMETAL will pay 2600 Canadian Dollars* per apparatus booked through the contract. (Converted to US\$ at the rate of the day when reporting to Sourcewell) USA: MAXIMETAL will pay 2000 US Dollars per apparatus booked through the contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	In our proposal we are offering a full line of Fire Apparatus custom-built for the Canadian market. Custom Chassis Fire Apparatus through our product partnership with Pierce Manufacturing: -MAXI Saber Pumpers -MAXI Saber Pumper-Tankers (single-axle) -MAXI Saber Tankers (tandem-axles) -MAXI Saber Rescue & Command Commercial Chassis Fire Apparatus - Pumpers - Pumper-Tankers (single rear axle) - Pumper-Tankers (tandem rear axle) - Pump-In-Compartment Tankers (single and tandem rear axle) - Top-Mount-Enclosed Pumpers - Rescue & Command - Light attack - 4x4 Specialized Apparatus
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A

Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
70	Firefighting apparatus and service vehicles, of all types, such as: pumper/engine, initial attack, mobile water supply, aerial, quint, special service, mobile foam, command and communications, and purpose-built firefighting or rescue trailers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please note that aerial firefighting equipment is provided through our partner Pierce Manufacturing with whom we share the dealer network.
71	Wildland fire apparatus, of all types, such as: fire suppression equipment, mobile water supply, and crew carriers	<input checked="" type="radio"/> Yes <input type="radio"/> No	We supply all of these except crew-carriers which are highly specialized. Our dealer has access to these through BME, now partially owned by Pierce Manufacturing.
72	Aircraft rescue and firefighting vehicles	<input type="radio"/> Yes <input checked="" type="radio"/> No	Our dealer network does supply these solutions through OshKosh Airport products, but we do not build them.
73	Purpose-built chassis and vehicle components for firefighting apparatus and fire service vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Custom chassis are built by our business partner Pierce Manufacturing. (See details in the document called 9, 26, 27 - PIERCE MFG. MAXISABER PARTNERSHIP included with our Financial Strength and Stability upload)
74	Equipment, options, accessories, and supplies complementary or incidental to the purchase of a turnkey or complete unit of the types described in Lines 70-72 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	We are able to provide loose firefighting equipment to upfit apparatus.
75	Services related to the offering of the solutions described in Lines 70-74, including installation, customization, remount, refurbishment, inspection, repair, maintenance, training, and support	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer all services listed except remount & refurbishment.

Table 15: Industry Specific Questions

Line Item	Question	Response *
76	Describe available service and repair options for the equipment and products offered in your proposal.	<p>MAXIMETAL products are supported after the sale by the PIERCE MANUFACTURING dealer network. All service partners listed below offer on-site parts inventory with next-day shipping capability, service bays, emergency vehicle technicians, heavy truck technicians and mobile service units.</p> <p>The dealer network supports Canadian customers with a total of 96 service bays, 15 mobile service units and over 80 technicians across the country.</p> <p>In the US, the Pierce dealer network is now the largest fire-specific service organization in the country. I would point you to the Pierce tender response for specifics on capability.</p>
77	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	This is not a service we currently offer.
78	Describe your compliance with US standards for the equipment and products offered in your proposal, including applicable federal and state requirements.	<ul style="list-style-type: none"> • ISO 9001-2015 • CWB 47.1, 47.2 CERTIFIED • GOOD-STANDING MEMBER OF FAMA • ULC CERTIFIED & AUDITED YEARLY • FMVSS COMPLIANT (DOT APPROVED) • NHSTA-APPROVED FINAL STAGE MANUFACTURER (see uploads for documentation)
79	Describe your compliance with Canadian standards for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	<ul style="list-style-type: none"> • ISO 9001-2015 • CWB 47.1, 47.2 CERTIFIED • GOOD-STANDING MEMBER OF FAMA • ULC CERTIFIED & AUDITED YEARLY • CMVSS & NATIONAL SAFETY MARK (see uploads for documentation)

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

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

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

- [Pricing](#) - 1_PRICING.zip - Saturday November 27, 2021 08:01:18
- [Financial Strength and Stability](#) - 2_FINANCIAL STRENGTH & STABILITY.zip - Saturday November 27, 2021 08:01:36
- [Marketing Plan/Samples](#) - 3_MARKETING PLAN_SAMPLES.zip - Saturday November 27, 2021 08:01:55
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - 5_WARRANTY INFORMATION.zip - Saturday November 27, 2021 08:02:11
- [Standard Transaction Document Samples](#) - 6_TRANSACTION DOCUMENT SAMPLES.zip - Saturday November 27, 2021 08:02:26
- [Upload Additional Document](#) - 7_ADDITIONAL DOCUMENTS.zip - Saturday November 27, 2021 08:03:20

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

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 contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
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 exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. 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 or the Canadian 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. - Christopher Sapienza, Director, Sales & Marketing, Maxi-Métal Inc.

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Fire_Apparatus_RFP_113021 Sat November 20 2021 12:53 PM	<input checked="" type="checkbox"/>	5
Addendum_3_Fire_Apparatus_RFP_113021 Thu November 11 2021 02:09 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Fire_Apparatus_RFP_113021 Fri October 29 2021 09:20 AM	<input checked="" type="checkbox"/>	1
Addendum_1_Fire_Apparatus_RFP_113021 Fri October 29 2021 09:20 AM	<input checked="" type="checkbox"/>	1