



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

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Rosenbauer America LLC, 100 Third St., Lyons, SD 57041 (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 Sourcwell 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 Sourcwell 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 Sourcwell 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.

Sourcwell 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 Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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 Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell 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 Sourcewell 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 Sourcwell-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

Rosenbauer America LLC

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
2/7/2022 | 9:21 PM CST  
Date: \_\_\_\_\_

DocuSigned by:  
*Brian Kueter*  
E81F80B2D7494FA...  
By: \_\_\_\_\_  
Brian Kueter  
Title: CFO  
2/11/2022 | 11:16 AM CST  
Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coauette*  
7E42B8F817A64CC...  
By: \_\_\_\_\_  
Chad Coauette  
Title: Executive Director/CEO  
2/11/2022 | 12:54 PM CST  
Date: \_\_\_\_\_

# RFP 113021 - Firefighting Apparatus and Fire Service Vehicles

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## Vendor Details

Company Name: Rosenbauer South Dakota LLC  
Does your company conduct business under any other name? If yes, please state: Rosenbauer America, Rosenbauer Minnesota  
Address: 100 Third St  
Lyons, SD 57041  
Contact: Mike Harstad  
Email: mharstad@rosenbaueramerica.com  
Phone: 605-543-5591 9720  
HST#:

## Submission Details

Created On: Thursday October 14, 2021 07:30:51  
Submitted On: Tuesday November 30, 2021 08:35:18  
Submitted By: Mike Harstad  
Email: mharstad@rosenbaueramerica.com  
Transaction #: a318a85d-bac7-498c-b040-cc38d5818eb9  
Submitter's IP Address: 66.231.27.100

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## 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")	Rosenbauer America LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Rosenbauer South Dakota LLC, Rosenbauer Minnesota LLC, Rosenbauer Motors, Rosenbauer Aerials
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Rosenbauer South Dakota, Rosenbauer Minnesota
4	Proposer Physical Address:	100 Third St. Lyons, SD 57041
5	Proposer website address (or addresses):	www.rosenbaueramerica.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):	Brian Kueter CFO 100 Third St, Lyons, SD 57041 bkueter@rosenbaueramerica.com 605-543-5591
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mike Harstad Consortium Purchasing Manager 100 Third St. Lyons, SD 57041 mharstad@rosenbaueramerica.com 605-543-9720
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tague Johnson ARFF Sales Manager 5240 257th St Wyoming, MN 55092 tjohnson@rosenbaueramerica.com 651-462-8037

**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>With more than 150 years of manufacturing experience, Rosenbauer is a global leader in firefighting technology and resources. We are the world's largest manufacturer of fire equipment with eleven manufacturing locations worldwide. A family-owned business that was founded in 1866, Rosenbauer has built global partnerships that have helped us build the most innovative and safest firetrucks on the market.</p> <p>At Rosenbauer, we develop the latest technology and build the toughest vehicles. That's because when lives are at stake, anything less can be catastrophic. Our vehicles, production teams and service personnel are ready to do whatever it takes to ensure your community's safety and satisfaction.</p> <p>Every detail counts. Every time.</p> <p>Every apparatus at Rosenbauer is manufactured by skilled craftsmen who genuinely care about the final product. Every option, from body style to the way the unit is finished, is tailored to individual needs.</p> <p>Rosenbauer's sales and engineering departments work as a team. The company's estimating, engineering, sales staff, floor managers and supervisors have a depth of experience and can draw on worldwide resources to ensure the best customer experience and a rock-solid product.</p> <p><b>The Strength of Rosenbauer</b></p> <p>The quality of our firefighting vehicles is reason enough to choose Rosenbauer for your firefighting needs. But there are even more advantages to doing business with us.</p> <ul style="list-style-type: none"> <li>• World's largest producer of firefighting vehicles and solutions</li> <li>• Over 140 years of continued manufacturing experience</li> <li>• Over 2,000 employees worldwide, including 850 in North America</li> <li>• Over 2,000 vehicles produced worldwide annually including 700 in North America</li> <li>• Sold and serviced by 40 independent dealerships with over 250 sales and service professionals!</li> </ul> <p><b>FAMILY-OWNED, FAMILY CULTURE</b></p> <ul style="list-style-type: none"> <li>• Rosenbauer America is a 50-50 partnership between North American and European families</li> <li>• Family members still control the majority of Rosenbauer stock</li> <li>• Decisions about investments in product, facilities and research are based on long-term goals – not short-term profits</li> <li>• Rosenbauer is still managed by family members</li> <li>• You can still speak with a family member</li> </ul> <p><b>WORLDWIDE RESOURCES AND INNOVATIONS</b></p> <ul style="list-style-type: none"> <li>• 11 production facilities on four continents</li> <li>• Ability to share cutting-edge global technology with all firefighters</li> <li>• Open space cabs</li> <li>• Roll-up doors</li> <li>• Rear-mount pumps</li> <li>• Equipment storage systems</li> </ul> <p><b>INNOVATION AND CUSTOMIZATION</b></p> <ul style="list-style-type: none"> <li>• Ability to manufacture to your needs</li> <li>• Latest 3D engineering programs</li> <li>• Widest range of products available</li> <li>• Innovation</li> <li>• Smart aerial controls</li> <li>• High pressure foam</li> <li>• Green Star Idle Reduction Technology</li> <li>• EZ Load hose bed</li> <li>• Safe Scene control panel</li> <li>• Self-leveling aerial turntable</li> <li>• Simultaneous normal and high pressure pumping systems</li> </ul> <p>Robotic Welding</p> <p><b>FINANCIAL STABILITY</b></p> <ul style="list-style-type: none"> <li>• Over 150 years of financial stability</li> <li>• Rated by Dunn and Bradstreet</li> <li>• Excellent financial ratios show longevity</li> <li>• Long-term parts and service</li> <li>• No concern of losing your investment</li> </ul>
10	What are your company's expectations in the event of an award?	<p>Rosenbauer expects to continue leading the way in consortium purchasing once we are awarded a new contract. We have been diligent in the last 8 years training and educating our extensive dealer network on the advantages of utilizing Sourcewell in all of their customer dealings. We expect that our usage of the Sourcewell contract will continue to grow.</p>

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.	We have uploaded D&B reports for all of our companies in the uploads section.	*
12	What is your US market share for the solutions that you are proposing?	Our current market share in the US market is 13%	*
13	What is your Canadian market share for the solutions that you are proposing?	Our current market share in the Canadian market is 17%	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
15	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. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We are a manufacturer. Our sales staff are based in individual dealers throughout North America. Each individual dealer is the employer of their specific staff. Our dealer network consists of 32 partners that cover every corner of North America. 29 dealers work US territories while an additional 3 dealers cover Canada. Each dealer has exclusive territory within the Rosenbauer family to ensure no overlap. Each dealer has sales staff as well as service staff. Each Rosenbauer dealer is a fully authorized service center to handle not only warranty repair but ongoing maintenance on every product we offer. Once a sale is made our individual dealer sales personnel work between the customer and the manufacturing facility to ensure a detailed set of buildable specifications are developed and agreed upon. Once the vehicle is completed the dealer sales rep travels to the manufacturing facility with the customer to complete a final inspection and arrange for delivery. Once the truck is delivered the dealer is the prime contact for all warranty and service issues.	*
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.	Rosenbauer holds dealer and / or manufacture licenses in all US states and Canada where legally required and Rosenbauer is a licensed by the Free Trade Zone. Rosenbauer has the ability to sell in all 50 US states as well as every Canadian providence. All Rosenbauer manufacturing facilities are ISO 9001 Certified. We build all fire apparatus to the NFPA 1901 standard.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None.	*

**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	Rosenbauer is a FAMA member company, Rosenbauer past president held the position of president and vice president. Rosenbauer continues by having the Rosenbauer team to hold positions as co-chairs of committees and other personnel taking part in committees. Rosenbauer has received awards from FAMA for the over achievers award to the past president and the good egg for our marketing team. The Better Business has given Rosenbauer accreditation for our ISO9000 and ISO9001. Rosenbauer has been recognized as a Free Trade Zone: registered non-resident importer in Canada; the Secretary of Commerce awarded Rosenbauer America with the Presidents E-Certificate for Exports.
19	What percentage of your sales are to the governmental sector in the past three years	99%
20	What percentage of your sales are to the education sector in the past three years	1%
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?	HGAC Average sales volume per year is \$44,000,000 NASPO Valuepoint Average sales volume per year is \$11,000,000 Florida Sheriff's Association Average sales volume per year is \$4,000,000
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?	Rosenbauer America has a current contract with GSA. Our average annual sales volume is \$22,000,000

**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 *
Sioux Falls Fire & Rescue	Mark Bukovich	605-367-8092
Canby Fire District #62	Matt English	503-266-5851
Hillsdale-Copake Fire District	Robert Briggs	518-325-4721

**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 *
US Air Force	Government	District of Columbia - DC	We currently build pumpers, tankers, rescues, aerals and ARFF vehicles for the US Air Force that are delivered all over the world.	The size of the transaction varies by contract. Over the last 3 years we have received a total of 29 contracts for 122 trucks	\$42,156,976
US Army	Government	District of Columbia - DC	We have built pumpers, tankers, aerals, rescues and ARFF units for the US Army that are delivered all over the world.	The size of the transaction varies by contract. Over the last 3 years we have received a total of 12 contracts fo28 trucks	\$11,667,424
US Army Reserve	Government	District of Columbia - DC	We have built pumpers, mini pumpers and rescues for the US Army Reserves that have been delivered to several locations across the United States	The size of the transaction varies by contract. Over the last 3 years we have received a total of 10 contracts for 34 trucks	\$7,833,538
Department of the Interior	Government	District of Columbia - DC	We have built pumpers and tankers for several Department of the Interior installations across the United States.	The size of the transaction varies by contract. Over the last 3 years we have received a total of 6 contracts for 9 trucks	\$5,285,412
Veterans Administration	Government	Virginia - VA	We have designed and delivered pumpers to several VA facilities across the United States	The size of the transaction varies by contract. Over the last 3 years we have received a total of 6 contracts for 6 trucks	\$3,489,447

**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.	Rosenbauer America's sales is made up of our worldwide, third-party dealership network augmented by Rosenbauer direct employees. The Rosenbauer dealer network is 32 independent dealers with Rosenbauer exclusive territory that cover all the United States and Canada. The dealer network is supported by a Rosenbauer America affiliated sales manager, a group of regional sales managers in California, South Dakota, and Ohio; a group of aerial specialists in Pennsylvania, Nebraska, Georgia, New Jersey, and Minnesota; and in-house sales support staff in South Dakota and Minnesota. ARFF vehicles are sold by our Rosenbauer America sales force in Pennsylvania, Texas, and Minnesota, with support of the factory due to the complexity of the apparatus. Government sales, Army, Navy, Airforce, etc. is also sold by a Rosenbauer America sales force in Virginia and Rhode Island with support from the factory.
26	Dealer network or other distribution methods.	Rosenbauer America has an extensive dealer network that consists of 32 dealers throughout the United States and Canada. These individual dealer companies employ a total of 196 salespeople. This group is supported by Rosenbauer staff that includes a VP of Sales and Marketing, three regional sales managers, and four aerial specialists that travel to assist our dealers in sales. In-house this group is supported by an internal sales group including pre-bid engineering, sales coordinators, chassis specialists, marketing team, scrub team, and other internal sales assistants.



27	Service force.	<p>At Rosenbauer service is provided either locally by one of our 32 dealers or from the factory directly at one of our four manufacturing facilities. To assist our dealers in repairs, we have mobile service trucks located in Florida, South Dakota, Minnesota, and Nebraska that will travel to any location in the continental United States and Canada. For Alaska and Hawaii, we fly personnel by air when necessary. We also provide our customers with a 24-hour 800-number that will contact our service personnel for chassis, body, and aerial problems. We provide an in-house service system (called SRS) that will allow a portion of the larger fire departments and all our dealers to submit warranty and service items online, 24-hours a day. The SRS has an accountability system incorporated within it which is continually monitored by upper management to make sure the service repairs or warranty issues are completed in a timely manner. Rosenbauer has a total of 30 service personnel internally. These 30 include a Rosenbauer America service manager and three regional service managers that oversee their region. Our dealer network employs a total of 167 service personnel. We offer training seminars several times each year that focus on individual areas. Some of those classes include pumps, chassis and body electrical, aerial maintenance and ARFF service. We make these classes open and free to all of our dealer network service technicians as well as any customer that has service or maintenance personnel. At all these seminars we offer EVT testing for convenience to the mechanics.</p>	*
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>Rosenbauer's dealers will work with a customer to develop custom specifications for their apparatus. The dealer will build the specification in our quote building software and send it in to the appropriate factory for engineering and feasibility review. In that process Rosenbauer will create a two-dimensional line drawing of the proposed vehicle as well as assign it an appropriate price. When the dealer submits this proposal for review and pricing, they also alert us if the end user will be using a buying program such as Sourcewell. Rosenbauer can ensure that the pricing is appropriate. The dealer will then take the proposal with drawing and price back to the customer for final approval.</p> <p>The customer will write a purchase order to one of the Rosenbauer America factories (Rosenbauer South Dakota LLC or Rosenbauer Minnesota LLC). The dealer will then submit the original purchase order and cost analyst sheet to the appropriate factory. Once submitted it is reviewed for accuracy and completeness and a thank you letter is sent. If the dealer is able (see list below) to receive a purchase order, they send the order documents to the factory. Those documents include: the buying program that they are using, a copy of the purchase order they received and a purchase order from the dealer to Rosenbauer America for the product. Regardless whom accepts the purchase order (Rosenbauer or its dealer) Rosenbauer absorbs the administrative fee for Sourcewell and this fee is not added to the price of the truck for the customer or dealer to pay.</p> <p>Within 30 days the dealer will submit a Rosenbauer order form and an approved chassis specification.</p> <p>Within 60 days the dealer will submit final production specifications that will be approved for production by a Rosenbauer factory staff member.</p> <p>The dealer that will receive purchase order are the dealers in the states of Texas, New York, California, Hawaii and all of the provinces of Canada.</p> <p>Dealer reference to location:  California and Hawaii  Burtons Fire Inc – 101 Doker Dr, Modesto, CA &amp; JT&amp;T – 311 Pacific St, Honolulu, HI  New York  Empire Emergency 3995 Lockport Rd, Niagara Falls, NY  Garrison Fire &amp; Rescue Corp 3334 Route 23A, Palenville, NY  Texas  DACO Fire Equipment Inc 6000 Huddleston St, Haltom City, TX  Canada  Rocky Mountain Phoenix 6415 Golden West Ave, Red Deer, AB  Res-Q-Tech 189 Bysham Park Dr, Woodstock, ON  Areo-Fue 5205 J-A Bombardier St, Hubert Longueuil, QC</p>	*
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>All customer service requests are dealt with on a first-come, first-served basis, and scheduling is adjusted accordingly when considering factors such as location of apparatus, severity of issue, truck out of service status, and availability and current location of mobile service units. Any request for service will receive a response within two hours. We also have systems in place to enable support and reimbursement of repairs completed by the customer's own technicians, if required.</p>	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Rosenbauer is fully able and willing to provide our services to all of the United States.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Rosenbauer is fully able and willing to provide our services to all of Canada.	*

32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no areas of the United States or Canada that we will not be fully services through the proposed contract.	*
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?	There are no participating entities or sectors that we will not be fully servicing though the proposed contract.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no requirements or restrictions on participating entities in Alaska or Hawaii.	*

**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.	Rosenbauer will continue to include the Sourcewell logo on all literature, and website. The Sourcewell logo will continue to be included in the proposal books that all our customers receive. The Sourcewell logo will be included in the company newsletter that go to 600 plus people monthly and quarterly. Sourcewell logo is also included in the semi-annual newsletter to our customers. Training is provided to our dealers at the annual dealer meeting, it is also a part of the training course that is offered to our dealers in both the spring and fall. Rosenbauer will continue to have adds in the Western Fire Chiefs including the Sourcewell logo.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We have an active company Facebook and Twitter account, as well as maintain our own company website. We have immediate access to each of the web mediums and can make changes and post items at will. We have a national web campaign as well that utilizes e-mail blasts, drop-down banner web marketing and iPad ads. In addition, most of our dealers have begun making presentations using iPads instead of personal computers or laptop computers. All the content on our website is optimized for mobile devices and we put a specific focus on photo and video content to make it more appealing to customers searching for fire apparatus. We have also developed our own CRM. For marketing purposes this CRM allows us to focus products to people that area interested and track the effectiveness of a marketing campaign.	*
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?	Rosenbauer America feels that the role of Sourcewell in promoting contracts is to continue to market the Sourecewell brand and to expand the membership base. Rosenbauer America believes that our dealer network and staff's responsibility is to market and promote our product in combination with the Sourcewell brand to the customer.  The dealer sales packet is offered to the dealer network to use when presentin aSourcewell solution. Included in the packet are the following items to assist in the sales process: a) Rosenbauer America supplied one page flyer about Sourcewell, b) A sample letter that they can use when the fire chief is requesting his board use a buying program, c) Sourecewell literature: Contract Directory, d) Sourecewll one page flyer: The Real Value, e) Sourcewell Literature: About Us, f) Kelly McAllister's, Mike Harstad's, and the dealer representative's business cards, - g) Dealers also have available, on Rosenbauers web site, a short video of the Rapid City, SD testimonial for Sourecewll h) They are shown how to access the member list, i) They are shown where the membership application is, if the customer is not a member already	*
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.	Yes. Rosenbauer America currently utilizes several e-procurement systems in the marketplace, including GSA e-buy, Texas Multiple Award, HGAC, and NASPO Value Point. Each of these systems has proven successful along with all orders through the US government. We have been using HGAC as a part of our Texas orders for the past 13 years or more, and il has been growing in popularity in many states within the US	*

**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.	Training is provided on each and every vehicle we sell. That training can be completed by factory authorized field sales men or Rosenbauer factory personnel. In order for a dealer level individual to be authorized to train recipients of a new vehicle they must demonstrate to Rosenbauer factory training staff that they are competent and proficient in all aspects of the vehicle in which they intend to deliver. Rosenbauer also has a training department that provides delivery training and on going training on all of our products. This training is provided without further charge to our customers.
40	Describe any technological advances that your proposed products or services offer.	Rosenbauer prides itself on being the most technologically advanced builder in the fire apparatus market. We've made technological advances in our aerial product line that make it safer and more effective to operate. We've made advances in our chassis lineup that make them more fuel efficient and safer to drive. All of our design and development work revolves around making a firefighters job safer and easier.
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.	Rosenbauer has developed the world's first and only fully electric fire truck. This revolutionary technology will allow firefighters to do their job without any harmful diesel fuel emissions. This project was developed over a 5 year span and has been completely tested and proven. We are currently waiting on EPA and DOT certifications.
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.	Rosenbauer has not received any awards.
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.	Rosenbauer does not have any of these certifications.
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Rosenbauer brings the widest array of products to the table. We are truly a one stop shop for all of your fire apparatus needs. We have more unique models of apparatus than anyone in the industry. All of those models are available to Sourcewell participating agencies.

**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?	Yes. A sample of our warranties will be provided in the uploads section.
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our bumper to bumper warranty is limited to the first year and 100,000 miles whichever occurs first. We have several other warranties that cover specific parts of the apparatus (body warranty of 5 years with no millage restriction, paint warranty of 5 years, frame rails for lifetime of the vehicle).
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.
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?	There are no geographic areas of the United States or Canada that are not covered by a Rosenbauer certified technician.
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?	Rosenbauer is the sole handler of all warranty items. If parts supplied by a 3rd party require warranty repair or replacement Rosenbauer handles all of the work. The end user only has to deal with Rosenbauer.
50	What are your proposed exchange and return programs and policies?	Any item that needs warranty repair or replacement is handled through our internal service program (SRS). A service technician will make a request for repair or replacement within the service system. It will be analyzed by Rosenbauer personnel. Once the appropriate course of action is determined the part is sent to the appropriate location for repair or replacement. Rosenbauer pays for the shipping cost if the parts are still under warranty. New or repaired products are then returned to the appropriate service technician so the repair can be completed.
51	Describe any service contract options for the items included in your proposal.	We receive many requests for different levels of service contracts from our customers. Those elevated levels of contracted service are negotiated by our certified dealer who handles that customer and is a contract between them.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
52	Describe your payment terms and accepted payment methods.	Rosenbauers payment terms are 100% payment due upon delivery and acceptance of the vehicle. If a customer requests any sort of payment delays we consider it on a case by case basis and then require them to insure the truck and name Rosenbauer as a loss payee.
53	Describe any leasing or financing options available for use by educational or governmental entities.	Rosenbauer offers leasing and financing options through third party agreement. It is the responsibility of the purchasing entity to make those arrangements.
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.	Outside of our normal ordering procedure Rosenbauer proposes to utilize a Sourcewell specific purchase agreement that we have used in the past. The PO would be issued directly from the end user to Rosenbauer South Dakota or Rosenbauer Minnesota and becomes the official contract document. The PO captures all the required reporting information from the customer to include their Sourcewell ID number. Rosenbauer will keep this on file for the duration of the contract. A copy of this purchase agreement form is attached in the documents 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?	Yes, Rosenbauer does accept the P-card procurement and payment process. There is an additional 4% fee added to the final cost of the vehicle if this process is used.

**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 *
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.	Rosenbauer is proposing a ceiling price of 15% off of MRSP specification. The fire truck will not be sold for any higher amount than it is listed for. The model of truck that is submitted can and will have many features on it. There are over 20,000 options listed for each model of apparatus. Due to this complexity each option picked will have a credit or deduct affect on the proposed ceiling price. All of our proposed pricing is listed in the uploaded documents section. There is a master price document as well as a detailed price document.
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.	Rosenbauer is offering a 15% discount from MSRP.
58	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts are evaluated on a case by case basis. Rosenbauer will examine them from a stand point of difficulty of the build and component availability. If it is reasonable that the multiple units can be built at the same time then an additional 1% price reduction will be offered.
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.	Rosenbauer views any "non-standard" option as a special option. These items require special review by our engineering and sales departments to determine feasibility. If a "special option" needs to be used it will be priced at up to 20% of standard cost. All of these options will be noted in the specification with a "S" code.
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.	The only fees not captured by our pricing proposal would be local taxes. Most areas of North America treat fire truck purchases as tax exempt. There are exceptions and when we make a sale in an area that requires tax to be paid on the purchase then that fee is 100% the responsibility of the purchasing entity.
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.	Delivery is included with the truck purchase.
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We have several options when choosing freight to Alaska, Hawaii and Canada. We utilize several off shore shipping companies that area available from almost every shipping port in the Unites States. Our typical plan would include contracting with a 3rd party shipping company and delivering the fire truck to the port of shipping. We utilize our dealer network to provide transportation of the truck form the receiving port the end user.
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We do allow for customers to pick up their completed apparatus directly from the manufacturing facility. The vehicle must be completely paid for and the department must prove they have adequate insurance.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	a. the same as the Proposer typically offers to an individual municipality, university, or school district.	

**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.	When pricing a proposal for our customer we use simple formula to verify the price of the apparatus compared to the price submitted in this RFP. When the order is reviewed, Rosenbauer staff calculates each order to ensure that the pricing is within the proposed ceiling price. If the customer requests we will provide a price comparison sheet for their review. There will be an example of this comparison uploaded in the documents section.
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.	All incoming orders are tracked via their purchasing method (ie bid, negotiated sale via consotrium ect) We using this tracking for several different purposes. It helps us identify specific dealers that are proficient and those that need additional help utilizing Sourcewell. We use this data to compile our quarterly reports to Sourcewell and we also track and report to our sales force market share and overall sales volume.
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.)	The proposed administrative fee that Rosenbauer is proposing to Sourcewell is \$2,000 per unit.

**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.	<p>Outlined in our pricing detail document, Rosenbauer's has designed our offerings so a customer may pick their choice of body, chassis and/or aerial that best fits their needs. Each part (body, chassis and aerial) comes with an options page that is part of Rosenbauer's complete quoting system. This allows the customer to customize the apparatus to their needs without being locked in on pre-selected specifications.</p> <p>Our body choices consist of 4 distinct pumper bodies, five different aerial bodies, two water supply or tanker/tender bodies (one for single axle and the other for tandem axle) a rescue body a wildland body and a mini-pumper body.</p> <p>The chassis proposal section consists of Commander, Warrior and Avenger custom chassis (manufactured by Rosenbauer) and multiple commercial chassis options.</p> <p>The aerial proposal section consists of five unique aerials our 78-foot Viper, 109-foot Viper, 101-foot Cobra platform, the Roadrunner and 100-foot tillered aerials. There are also two specialty aerials listed which include our Raptor body and aerial as well as the T-Rex body and aerial. Each of the aerial types (standard and specialty) have option pages listed.</p> <p>The ARFF proposal pages include our Airwolf C2 and C3 products as well as our Panther 4x4, 6x6 and 6x6 with HRET.</p>
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Our proposal consists of pricing breakdowns for bodies, chassis and aerial all priced separately. This allow our customer to customize those individual pieces to best fit the needs of their specific area. To best accomplish this customization we have included option pages for each of these categories which allow our customers the ability to add items, change body styles and further customize the specifications.</p> <p>In the body section there are four pumper bodies. The FX is a customizable aluminum or stainless steel body that is made from formed material and extrusions. The EXT is a customizable aluminum or stainless steel body the is made entirely from extrusions. The CT is an aluminum or stainless steel body that is made by laser cut, tab and slot assembly. The CRT body is a stainless steel body that has limited option content.</p> <p>Tankers/tenders can be built with either the FX or EXT body and with the single axle version have up to 2,000 gallons of water or up to 3,500 gallons of water with the tandem axle version.</p> <p>Rescues can be built with either the FX or EXT body. These vehicles can range from small and mid-sized rescues to larger walk-in rescues and command centers.</p> <p>Brush trucks and mini-pumpers can utilize any of the body options and additional have options for flat bed style or full body. Either are customizable using the options page.</p> <p>In the chassis proposal pages we haver the Commander, Warrior and Avenger custom chassis which are manufactured by Rosenbauer. These chassis have an options page that features our entire quoting system for chassis so every option is available for our customers. There are also commercial chassis listed. This listing shows all available commercial chassis options for Rosenbauers product line.</p> <p>The aerial section includes our 78 and 109-foot Vipers, 101-foot Cobra platform, 100-foot mid mount Cobra platform, Roadrunner extending waterway boom and 100-foot tillered Viper. There is an option page for these models that allows for customization.</p> <p>There is a specialty aerials section of our proposal with includes our Raptor aerial which is a 105-foot tactical aerial ladder with removable rescue basket and our T-Rex aerial which is a 115-foot articulating platform. These aerials are only available with our EXT extruded body.</p> <p>The ARFF section of our proposal consists of the Airwolf C2 and C3 which are rapid intervention vehicles and our Panther 4x4, 6x6 and 6x6 with HRET. The 4x4 Panther has 1,585 gallons of water and 500-lb. dry chemical system. The 6x6 Panther has 3,170 gallons of water and 500-lb. dry chem system and the Panther 6x6 with HRET has the same features but also includes a High Reach Extendable Turret.</p>

**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	Rosenbauer offers the most complete line up of equipment in the industry.	*
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 offer a full line of wildland fire suppression equipment.	*
72	Aircraft rescue and firefighting vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	We have several models of ARFF vehicles that are detailed in our offerings pages.	*
73	Purpose-built chassis and vehicle components for firefighting apparatus and fire service vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	We build three separate custom chassis.	*
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	Each of of bodies, chassis and aerials have a full listing of available options.	
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	Rosenbauer has full service capabilities that include pump testing, remount and refurbishment of old equipment and inspection, repair and maintenance of everything we sell.	*

**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.	Rosenbauer's dealer network is fully capable of handling most service and repair from a basic oil change to major pump rebuilds. In the event that damage to a vehicle is too extensive for a local dealer to handle Rosenbauer always has the option to have the vehicle returned to the manufacturing facility for repairs.	*
77	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	Rosenbauer does offer remount and refurbishing of existing customer apparatus. Because of the complexity involved these procedures are only handled at the manufacturing facility. Each remount or refurbishment is extremely unique. Pricing for a remount or refurbishing project would be done through the options pages in our proposal and would follow the same ordering process as well.	
78	Describe your compliance with US standards for the equipment and products offered in your proposal, including applicable federal and state requirements.	All trucks manufactured for the United States have to conform to DOT, FMVSS and NFPA 1901 standards. All Rosenbauer vehicles built for customers within the United States are audited by Underwriters Laboratories (UL) personnel to ensure compliance.	
79	Describe your compliance with Canadian standards for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	Any vehicle built to be delivered in Canada is built to the CMVSS and ULC standards. Rosenbauer works with Underwriters Laboratories (UL) as a third party independent audit and inspection to ensure all trucks going to Canada meet these standards.	



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

**Line Item 80. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell 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 Sourcewell 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 Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - Master Price list.pdf - Monday November 29, 2021 10:39:24
  - [Financial Strength and Stability](#) - Dunn and Bradstreet reports.pdf - Monday November 29, 2021 10:15:09
  - [Marketing Plan/Samples](#) - Literature.pdf - Monday November 29, 2021 10:54:25
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Warranty forms.pdf - Monday November 29, 2021 10:15:46
  - [Standard Transaction Document Samples](#) - Sourcewell PO.pdf - Monday November 29, 2021 11:24:47
  - [Upload Additional Document](#) - Rosenbauer Ceiling Price 2022.xlsx - Monday November 29, 2021 10:39:34

## 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. - Brian Kueter, CFO, Rosenbauer America LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the 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
<b>Addendum_4_Fire_Apparatus_RFP_113021</b> Sat November 20 2021 12:53 PM	<input checked="" type="checkbox"/>	5
<b>Addendum_3_Fire_Apparatus_RFP_113021</b> Thu November 11 2021 02:09 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Fire_Apparatus_RFP_113021</b> Fri October 29 2021 09:20 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Fire_Apparatus_RFP_113021</b> Fri October 29 2021 09:20 AM	<input checked="" type="checkbox"/>	1