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

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Rosenbauer America, LLC, 100 Third St., Lyons, SD 57041 (Supplier).

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

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

Article 1:
General Terms

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

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

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5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on December 8, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (RFP #082025), Category 1: Structural Apparatus and Comprehensive Solutions, to Participating Entities. In Scope solutions include:
   a. **Category 1**: **Structural Apparatus and Comprehensive Solutions,** including, but not limited to:
      i. Pumper trucks, aerial trucks, tanker/tender or water supply trucks, and quints;
      ii. Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in i. above;
      iii. Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in i. – ii. above; and,
      iv. **Category 1** responders ***MAY*** include ***complementary*** Specialty Apparatus and Equipment and Brush and Wildland Urban Interface (WUI) Apparatus solutions in their response.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

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

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13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

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

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

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

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

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

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

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

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit

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Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance

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with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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

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

Article 2:
Sourcewell and Supplier Obligations

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

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

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

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Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

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

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

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9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by

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

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

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

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

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

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

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

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

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

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

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

Article 3:
Supplier Obligations to Participating Entities

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

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

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3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Rosenbauer America, LLC
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Joe Lichtscheidl DAFA4EBE5A014DA...
By: _____	By: _____
Jeremy Schwartz	Joe Lichtscheidl
Title: Chief Procurement Officer	Title: Director of Inside Sales
Date: 12/5/2025 | 4:47 PM CST	Date: 12/5/2025 | 2:40 PM CST

Docusign Envelope ID: 6CE230CA-DCCF-410B-902A-49E5422C2237

RFP 082025 - Firefighting Apparatus and Fire Service Vehicles

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:	Wednesday August 06, 2025 11:40:15
Submitted On:	Wednesday August 20, 2025 08:09:48
Submitted By:	Mike Harstad
Email:	mharstad@rosenbaueramerica.com
Transaction #:	b9f93bfd-551d-4c58-8288-6c202924eecb
Submitter's IP Address:	147.243.245.201

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Rosenbauer America, LLC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Rosenbauer South Dakota LLC Rosenbauer Minnesota LLC Rosenbauer Motors LLC Rosenbauer Aerials LLC	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1QCZ3	*
5	Provide your NAICS code applicable to Solutions proposed.	336120	
6	Proposer Physical Address:	Rosenbauer America 100 Third St. Lyons, SD 57041	*
7	Proposer website address (or addresses):	www.rosenbaueramerica.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Joe Lichtscheidl Director of Inside Sales 5190 260th St. - Wyoming, MN 55092 jlichtscheidl@rosenbaueramerica.com 612-719-0070	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mike Harstad Cooperative Purchasing Manager 100 Third St. - Lyons, SD 57041 mharstad@rosenbaueramerica.com 605-543-9720	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	None	*

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

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	WE ARE ROSENBAUER At our core, we are family. Our family-owned business began in 1866 and has built global partnerships founded on safety and innovation. In the past 150+ years, we have grown. With 14 locations, we are the world's largest manufacturer of fire safety equipment and global leader in firefighting technology. We are a proud team of innovators and inventors, dedicated to keeping you and your crews safe on every call. At Rosenbauer, we're united by one mission – supporting those that save lives and protect property. As a family-owned company, it's personal. So if it has an "R" on it, you have our word on it. At Rosenbauer, our mission is to support those that save lives and protect property. We design, engineer and manufacture certainty. Certainty instills confidence. Confidence empowers duty, courage and camaraderie. Why do we do this? So you can meet any situation with confidence. • COMMUNITY • ETHICS • TEAMWORK • ACCOUNTABILITY • PASSION Rosenbauer's history began in Austria in 1866, when Johann Rosenbauer started the Linz Volunteer Fire Brigade and began selling fire fighting basics. Over the past 150 years, Rosenbauer has become the global leader in firefighting technology and resources. We are the world's largest manufacturer of fire trucks and equipment with eleven manufacturing locations worldwide, three of which are located here in North America. • World's largest manufacturer of firefighting vehicles and solutions • Over 150 years of continued fire industry manufacturing experience • More than 2,000 vehicles produced annually worldwide, including more than 700 in North America • Apparatus sold and serviced by local, independent dealerships with more than 250 sales and service professionals Rosenbauer America is a division of Rosenbauer International. With thousands of employees worldwide, we are an industry leader, known for our cutting-edge innovation and unsurpassed quality. Here in North America, we are 900 strong and growing. Wyoming, MN: Our Wyoming plant specializes in custom vehicles, technically demanding fire service trucks, which are manufactured according to individual customer requirements. In addition, vehicles are produced for export along with two types of PANTHER ARFF. Lyons, SD: Our Lyons production facility produces an estimated 450 vehicles per year including pumpers, aerials, rescues, tankers, industrial, wildland and specialty vehicles for medical simulation education Fremont, NE: Our Fremont facility manufactures rescue aerials and STINGER extinguishing booms. These are mounted on US chassis, or are delivered to various vehicle production centers globally	*
12	What are your company's expectations in the event of an award?	Rosenbauer expects to continue to grow our partnership with Sourcewell. We have been on contract with Sourcewell (also NJPA) for 12 years. The use of cooperative contracts continues to boom in our industry and we are uniquely positioned to continue our partnership with Sourcewell for continued success.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	We have uploaded a financial statement for all of our companies in the uploads section.	*
14	What is your US market share for the Solutions that you are proposing?	Our current market share in the US is 15% as reported by FAMA (Fire Apparatus Manufactures Association)	*
15	What is your Canadian market share for the Solutions that you are proposing?	Our current market share in Canada is 19% as reported by FAMA (Fire Apparatus Manufactures Association)	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Rosenbauer would be classified as a Manufacturer. We have a vast dealer network that convers all of North America. Our network currently consists of 27 dealers, 24 of them cover the US states and 3 cover Canada. Each dealer has exclusive territory to ensure complete coverage as well as no overlap in responsibility. All dealers in the Rosenbauer network are fully authorized service and warranty centers to handle everything that one of our customers may need. Rosenbauer employees several support staff in sales, service and warranty to ensure that our network of dealers has all of the information, parts and guidance they need to sell, deliver and maintain our products	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	We are proud to have our ISO 9001:2015 Certification. ISO 9001 is defined as the international standard that specifies requirements for a quality management system (QMS). Organizations use the standard to demonstrate the ability to consistently provide products and services that meet customer and regulatory requirements. SD Certificate Number: C574707 | Expiry Date: 3-12-2027 MN Certificate Number: TRC 01056 | Expiry Date: 8-28-2025	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Rosenbauer is a FAMA (Fire Apparatus Manufactures Association) member company. Rosenbauer's members have held several positions within FAMA including: President, Vice President, Past President and Member at Large. Rosenbauer has received several industry awards, FAMA Overachiever award and Good Egg award for marketing as the most prominent. We received accreditation from the BBB for our ISO 9000 and ISO 9001 certification. We are recognizes by the US Government as a Free Trade Zone. We are a registered importer to Canada. We have received the Sec. of Commerce award as a Presidents E-Certificate for exports.	*
21	What percentage of your sales are to the governmental sector in the past three years?	99%	*
22	What percentage of your sales are to the education sector in the past three years?	1%	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Rosenbauer participates in nationwide and state-level contracts. Currently we hold contracts with the following: Sourcewell H-GAC NASPO Value Point Lamas Florida Sheriff's Ohio State Costars	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Rosenbauer currently holds a GSA contract. Our contract number is GAS30F0014S.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Sioux Falls Fire Rescue	Mark Mukovich	605-367-8092	*
Sioux Center Fire Department	Dave Van Holland	712-441-2078	*
Lake Johanna Fire Department	Tim Boehlke	651-755-1113	*

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

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

Line Item	Question	Response *	
26	Sales force.	Rosenbauer sells our products through a dealer network with exclusive territory across North America. Currently that network consists of 27 dedicated dealerships. 24 of them in the United States and 3 that handle Canada. Rosenbauer has a network of direct staff that manage and back up those dealerships. Rosenbauer employes product specialists that work directly with our dealer network to showcase and promote individual product lines to them, those most prominent of them is our aerial devices. Due to their complexity, ARFF vehicles are sold by our company directly with no dealer involvement. Rosenbauer also sells to the Federal Government and that is also handled by an internal team.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Rosenbauer has a network of dealers that are all authorized to sell and service all products that we offer. All of our municipal sales are handled through the dealer network which currently consists of 27 dealerships. There is a map in the attachments that shows individual territory of each dealership.	*
28	Service force.	All service is provided on our entire product line locally by one of our dealers and back up with factory support from our service department. To assist our dealers in providing service, Rosenbauer has mobile service vehicles that are staffed in Florida, South Dakota, Nebraska, Minnesota and New York that are ready and available to travel to anywhere in North America to assist or lead service repair work. Rosenbauer uses a state of the art online tracking system to catalog and track all calls for warranty and service. The system is available to all service staff and all sales management staff 24-7. Rosenbauer has direct staff of 35 that are dedicated to our service department. Rosenbauer offers periodic EVT (Emergency Vehicle Technician) certification testing and also hosts 10 to 15 service seminars per year to keep our direct personnel and dealer service personal trained on the most current techniques for repairing emergency vehicles.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Once a customer has settled on the product they wish to purchase, an order is accepted by our local dealer. The customer has the option of signing a contract or purchase agreement directly with Rosenbauer, or in other cases will sign a contract or purchase agreement with our dealer/distributor. That information is sent in to the factory to ensure that all of the terms of the agreement are acceptable, accurate and complete. Rosenbauer takes on the responsibility of ensuring that all of the requirements for the contracted purchase are being met, weather those are from a cooperative purchasing contract or other source.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Rosenbauer has a robust in-house service team. We utilize an online system for managing all service and warranty requests. Our dedicated team works hand in hand with our dealer network to ensure timely responses for all requests. When requests are submitted to us, the end user or dealer service provider alerts us to the severity of the problem. There are varying degrees of problems with a fire truck. Is it something that is a nuisance and isn't keeping them from using the truck, or is it an issue that takes the truck out of service? If the truck is out of service, our team has an internal alarm that requires them to respond to the request within 2 hours. Our internal staff will coordinate with dealer service staff to ensure parts, expertise and whatever else they need is available to them as quickly as possible.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Rosenbauer currently utilizes the Sourcwell contract and has for 12 years. Most of our dealer network is very well versed in the ways to use it and how it works. We require our dealers to attend a refresher webinar at least every 6 months where we discuss best practices in offering the contract as well as review recent orders. Rosenbauer does not have any products in our offerings that are not available for purchase through the Sourcewell contract.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Everything that Rosenbauer has to offer through the US market is also available in Canada. We have been using the CANOE connection with great success since the inception of the group and are extremely encouraged with its growth in the last 3 years. We look at this as a great opportunity to grow our Canadian market share. We have 3 dealers that cover Canada and all of them are very well versed in Sourcewell/CANOE and will continue to grow this segment.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	None.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	None.	*

35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There would be no restrictions placed on customers in Hawaii, Alaska or the US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Rosenbauer includes the Sourcewell and CONOE logos in several of our print ads. We utilize the most prominent fire industry magazines as well as their online versions. The information for the contract is prominently displayed on our website as well as our social media channels that include, Facebook, Twitter / X, Instagram and Tic Toc. We include Sourcewell / CONOE branding on communications that are sent to our dealer network monthly and semi-annually. We provide training to our dealer network at least annually at our in person dealer meeting. Sourcewell has provide in person, on site training for our dealers in this setting as well. The more we get this vial info in to the hands of our direct customer contacting sales force, the more successful we will be using the contract.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Rosenbauer is extremely active in web driven advertising and has a very large social media following. We utilize tracking data from online advertising through our partners in the industry. We regularly appear on Fire Apparatus, Fire Engineering and Fire House magazine online sites. As part of our advertising agreement with those entities, we require them to produce meta data that shows the effectiveness of those ads. We adjust our strategies regularly according to the data received. We also spend a large amount of our marketing dollars on Facebook, Twitter / X, Instagram and Tic Toc content. The engagement data that we receive from those platforms also influences our continued use of them.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	The role for Sourcewell can be summed up by "keep doing what you're doing". The continued marketing of the contract by Sourcewell as well as the member partners is making a massive impact on our industry. As little as 7 years ago, the vast majority of fire truck purchases were still being made as RFP's and singed individual contracts. Today, over 60% of fire trucks purchased in the US are utilizing one of the purchasing cooperative contracts that are available. We see this continuing to grow and we see Sourcewell as the driving force to make that happen. Our dealers are well versed in best practices for using the contract. They have easy access to key member of the Sourcewell team and are not afraid to contact them directly when they need help. We value our partnership with Sourcewell and look forward to continuing to build it.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Rosenbauer does not have our own e-procurement system, but we participate in several third-party offerings. GSA E-buy, Texas Multiple Award, HGAC, and NASPO Value Point all have online ordering options that can be submitted to us and fulfilled. Our Federal Government entities utilize e-procurement sites from GSA and DLA for all their purchases. We offer all our product listings without exception to all these e-procurement sites.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Familiarization training is provided for end users of every piece of equipment we sell as standard. That training is part of the purchase contract and is included within the price of the truck. We offer additional onsite training for more complex equipment like our ARFF vehicles and our aerial products. This training can be ala carte chosen by a purchaser and will be priced to them as an option. Rosenbauer has a training department that sends people on location to handle familiarization as a “factory direct” service and we also hold quarterly classes to train our dealer representatives on best practices to handle this task locally.	*
42	Describe any technological advances that your proposed Solutions offer.	Rosenbauer has a long history of being the industry leader integrating technology into our products and services. The US fire service has a very tradition rich history and does not take easily to technology. Rosenbauer has pushed that comfort level continuously. We were the first to develop “smart” controls for our aerial products. These safe guards prevent operators from making movements that would jeopardize the safety of their crew. In our custom chassis products, we have integrated air bags, roll stability control and roll over protection that leads the way in the fire apparatus market.	*
43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Rosenbauer has continued to advance green initiatives with our products. We were the fist in North America to deploy a completed electric fire engine. That product has been well received in the US and Canada. We have sold several of them utilizing the Sourcewell contract. In the past year we have also added a fully electric ARFF unit to our offerings. It is the only fully electric vehicle of its kind. The first one that was sold in the US went to Dallas Love Field and was sold on our existing Sourcewell contract.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Rosenbauer has not received any ratings, awards or certifications. We are working with the EPA, DOT and other Federal entities to expand classifications for electric vehicles.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Rosenbauer has the widest array of products in the fire apparatus market. We offer something for every buyer in the market. We build everything from the smallest squad vehicles to 125 foot aerial devices and 4000 gallon ARFF trucks. No one in the industry can match our product line up. With continuous innovation we are always at the forefront of the apparatus industry and can bring new concepts and products to market faster than any of our competitors. We have a proven track record with Sourcewell, having been on contract for 12 years. We are big supporters of cooperative purchasing, and we truly believe this is quickly becoming the standard practice for purchasing.	*
46	Describe how your solutions meet United States fire related standards, such as NFPA, for the equipment and products offered in your proposal, including applicable federal and state requirements.	All our solutions include third party testing to ensure compliance with NFPA 1900, SMVSS and DOT regulations. We have Underwriters Laboratories (UL) on site every day of the week to test the vehicle we produce.	
47	Describe how your solutions meet Canadian fire related standards such as NFPA, and CAN/ULC S515 for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	All our solutions include third party testing to ensure compliance with NFPA 1900, CMVSS and ULC regulations. We have Underwriters Laboratories (UL) on site every day of the week to test the vehicle we produce.	
48	Describe available service and repair options for the equipment and products offered in your proposal and how the process works with those servicing the equipment.	Rosenbauer has a vast network of service and repair facilities that our customers have access to. We have a fleet of mobile service vehicles that can travel directly to a purchaser location. We have 27 dealers across the US and Canada that also provide service. Each of those dealers have at least 1 service center location and many of them have multiple locations so that we can ensure that our customers have after the sale service and support no matter where they are located. A customer has to simply call their local dealership or Rosenbauer directly to access that service.	

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	We do not have this certification.	*
50		Minority Business Enterprise (MBE)	○ Yes ◉ No	We do not have this certification.	*
51		Women Business Enterprise (WBE)	○ Yes ◉ No	We do not have this certification.	*
52		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	We do not have this certification.	*
53		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	We do not have this certification.	*
54		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	We do not have this certification.	*
55		Small Business Enterprise (SBE)	○ Yes ◉ No	We do not have this certification.	*
56		Small Disadvantaged Business (SDB)	○ Yes ◉ No	We do not have this certification.	*
57		Women-Owned Small Business (WOSB)	○ Yes ◉ No	We do not have this certification.	*

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
58	Describe your payment terms and accepted payment methods.	Our payment terms are 100% payment due at delivery time and acceptance of the truck. If a customer requests any delay in payment, we will consider them on a case-by-case basis and require the appropriate insurance coverage is in place. We accept check, cashiers check, bank transfer and wire transfer payments.	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	Rosenbauer participates in several third-party leasing / financing agreements. Customers are responsible for making those arrangements.	*
60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Along with our normal ordering process documents, customers that utilize the Sourcewell contract are offered a simplified process. We have developed a separate purchase order specific to Sourcewell. It captures all of the needed information for reporting the sales to Sourcewell (member ID, customer address ect.) Rosenbauer keeps this PO as record of the sale that ties the customer to the terms of the master agreement. A copy of this PO template is attached.	*
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we do accept the P-card process. There is an additional 4% fee added to the final cost of the vehicle if the customer chooses to use this process.	*

62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Rosenbauer will utilize a line-item price model for our offerings on the Sourcewell contract. Each specific model on contract will have an associated MSRP. Sourcewell members will receive a 15% discount off the calculated MSRP. Our detailed pricing document shows all the line items associated with the product offering. The customer can choose a wide variety of options to enhance the vehicle they wish to purchase. In our master pricing document, there are several pages dedicated to line-item pricing of those options. Please see the documents section for specifics on both our detailed pricing document as well as the overview /summary document.	*
63	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Rosenbauer is proposing a 15% discount from MSRP.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	Rosenbauer reviews volume discounts on a case-by-case basis. We do not have a standard discount or rebate associated with multiple unit orders.	*
65	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	We review “open market” items for relevance and applicable use. If they can be incorporated in to our product they are typically purchase and provided to the customer at cost.	*
66	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The only fees that are not captured by our offerings are local or state taxes. Most areas of North America treat fire truck purchases as tax exempt but there are areas /states where they require sales tax. In those instances, taxes are calculated and paid by the department when they receive their vehicle. There are no other charges will apply to the purchase of a vehicle from Rosenbauer.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Delivery of the truck is included with purchase.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Rosenbauer routinely delivers vehicles to South and Central America, the Middle East, Hawaii, Canada and Alaska. We have a network of shippers that we utilize to ensure that we can safely, securely and most importantly, timely deliver everything we sell.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Rosenbauer will handle delivery of the vehicle for any location that purchases from us. We can ship ocean freight to anywhere in the world, or simply drive the vehicle to the end users fire station. Each sale will include delivery.	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Every sales opportunity that will utilize the Sourcewell contract will go through a verification process. We will ensure that the vehicle quoted to the end user is below the ceiling price established in our detailed pricing document. Only after this review has completed will it proceed through our new order process.	*
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	All incoming orders are tracked for origin. Were they through a traditional RFP process or did they utilize one of our cooperative purchasing contracts? We evaluate that information monthly and cross-check it with our dealer network. This method gives us data to provide extra training to dealers that may be underutilizing contract opportunities. It is also a great barometer to show our executive team and demonstrate the value of our cooperative contracts.	*
72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	We are proposing a $2,000 administrative fee per unit sold.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The Sourcewell offering is the same pricing that we offer through other cooperative purchasing programs.	*

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

Line Item	Question	Response *	
74	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Rosenbauer builds a complete, customized fire apparatus. We have several different materials that we can build bodies from. We routinely build from galvanneal steal, stainless steel, 1/8" aluminum, 3/16" aluminum, extruded aluminum and stainless steel. We have straight stick aerials available in sizes ranging from 60' to 125'. We have aerial platform products from 85' to 104' and we are the only US manufacturer that builds an articulated aerial platform. We offer tanker/tender products with water tanks as large as 5000 gallons. We build ARFF vehicles starting with smaller C2 and C3 units to our Panther in 4x4, 6x6 and HRET configurations. All these products can be completely customized to meet our customers' needs. Every model along with all the option content for the specific type of vehicle is listed in our pricing detail document. A summary of that detail can be found in our pricing summary document.	*
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Along with vehicles stated above, Rosenbauer also offers a complete line of specialty vehicles for the fire and police market. We also offer a vast array of builds for the wildland / urban interface market.	*
76	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	Rosenbauer does work in the remount and refurbishing area as well. When we approach a project, they price it based on the parts needed to complete the task. A detailed specification is developed that utilizes parts that are listed in our pricing detail document.	*
77	Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic regions covered.	Rosenbauer offers a wide range of warranties. Our base offering is 1 year bumper to bumper coverage. We have options to purchase additional coverage. We have extended terms on several items. For example: paint, lettering, pumps, plumbing, body structure, cab structure, aerial devise and water tanks. Each of those warranty items has a differing term at the time of purchase. A department has the option to select warranty coverage that fits their needs. We have attached several examples of our warranty documents in the uploads section of this application.	*
78	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranty issues typically passed on to the original equipment manufacturer?	Rosenbauer offers a true bumper to bumper warranty on everything we sell. A fire truck is made up of hundreds of parts that come from manufactures all over the world. In our warranty, Rosenbauer takes the ownership of fixing or replacing all parts of the vehicle, regardless of origin, during the warranty period.	*
79	Describe any service contract options or extended warranties being offered with your proposal.	Rosenbauer has several options for service contracts and extended warranty. Documents to support that have been uploaded where applicable	*

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

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

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

Line Item	Category or Type	Offered *	Comments	
80	Pumper trucks, aerial trucks, tanker/tender or water supply trucks, and quints	◉ Yes ○ No	Rosenbauer offers the most extensive lineup of apparatus in the industry. We provide several models of each design type in this category.	*
81	Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in 77 above	◉ Yes ○ No	Rosenbauer offers several items that would be considered options, accessories and additional components that enhance and compliment our product offerings.	*
82	Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in 77 - 78 above	◉ Yes ○ No	Rosenbauer provides customization, remounting, refurbishing, inspecting, maintenance, repair, training and support for everything we sell.	*
83	Category 1 responders MAY include COMPLEMENTARY Specialty Apparatus and Equipment and Brush and Wildland Urban Interface (WUI) Apparatus solutions in their response	◉ Yes ○ No	We have included specialty apparatus as well as brush and wildland /urban interface vehicles as part of our main submission.	*

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

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

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

Line Item	Category or Type	Offered *	Comments	
84	Specialty apparatus including but not limited to: aircraft rescue and firefighting (ARFF), command and communication units, mobile foam units, and custom rescue trailers	○ Yes ○ No		*
85	Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in 81 above	○ Yes ○ No		*
86	Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in 81 - 82 above	○ Yes ○ No		*
87	Category 2 responders MAY include COMPLEMENTARY Brush and Wildland Urban Interface (WUI) Apparatus solutions in their response	○ Yes ○ No		*

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

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

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

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

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

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

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Rosenbauer Pricing.zip - Tuesday August 19, 2025 16:20:53
- Financial Strength and Stability - Rosenbauer America 2024-12 Final FS.pdf - Tuesday August 19, 2025 08:49:56
- Marketing Plan/Samples - Marketing Material.zip - Tuesday August 19, 2025 15:32:40
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - Sourcewell PO.pdf - Tuesday August 19, 2025 15:33:18
- Upload Additional Document - Warranty forms.pdf - Tuesday August 19, 2025 15:33:28
- Requested Exceptions (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Joe Lichtscheidl, Director of Inside Sales, 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 obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

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

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

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

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AMENDMENT #1
TO
MASTER AGREEMENT # 082025-RSD

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Rosenbauer America, LLC** (Supplier).

Sourcewell awarded an Agreement (# 082025-RSD) to Supplier to provide Firefighting Apparatus and Fire Service Vehicles (Agreement).

Supplier requests to update the Agreement.

NOW, THEREFORE, the parties amend the Agreement as follows:

The Response in Line 3 of Table 1: Proposer Identity & Authorized Representatives, is deleted in its entirety and replaced with:

Rosenbauer South Dakota, LLC
Rosenbauer Minnesota, LLC
Rosenbauer Motors, LLC
Rosenbauer Aerials, LLC
Rosenbauer International

Except as amended, the Agreement remains in full force and effect.

Sour

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Chief Operating and Procurement Officer

Date: 12/23/2025 | 11:46 AM CST

Ros C

Signed by:
Joe Lictscheidl
DAFA4EBE5A014DA...

By: _____
Joe Lictscheidl
Director of Inside Sales

Date: 12/23/2025 | 11:36 AM CST

Docusign Envelope ID: F0CDA440-7B83-401B-B9F0-AC2D6FEB4FE7

AMENDMENT #2
TO
MASTER AGREEMENT # 082025-RSD

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Rosenbauer America, LLC** (Supplier).

Sourcewell awarded a master agreement (# 082025-RSD) to Supplier to provide Firefighting Apparatus and Fire Service Vehicles (Agreement).

Supplier requests to update the Agreement.

NOW, THEREFORE, the parties amend the Agreement as follows:

The following is added to Article 1, subsection 16 "Provisions for non-United States federal entity procurements under United States federal awards or other awards":

> xxi) **FAA CONTRACT PROVISION GUIDELINES FOR OBLIGATED SPONSORS AND AIRPORT IMPROVEMENT PROGRAM PROJECTS COMPLIANCE.** To the extent applicable, Supplier must comply with the requirements, standards, and policies set forth in the *Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects (Issued on December 29, 2025)*, including any amendments thereto, which is incorporated into this Agreement by reference. Supplier certifies that it will incorporate all required provisions into its agreements, adhere to all applicable federal requirements, and ensure that all subcontractors, vendors, and lower-tier participants comply with such guidelines for the duration of the applicable agreement and its performance period.

Except as amended, the Agreement remains in full force and effect.

Sourcewell

Signed by: Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz
Chief Operating and Procurement Officer

Date: 4/3/2026 | 12:26 PM CDT

Ro... LC

Signed by: Joe Lictscheidl
DAFA4EBE5A014DA...

By: _____

Joe Lictscheidl
Director of Inside Sales

Date: 4/4/2026 | 12:30 PM CDT