

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Sutphen Corporation, 6450 Eiterman Road, Dublin, OH 43016 (Supplier).

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

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

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

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcwell

The Sutphen Corporation

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
2/7/2022 | 9:22 PM CST
Date: _____

DocuSigned by:
Drew Sutphen
14FD9C3BBDB0447...
By: _____
Drew Sutphen
Title: President
2/8/2022 | 3:13 PM CST
Date: _____

Approved:

DocuSigned by:
Chad Coquette
7E42B8F817A64CC...
By: _____
Chad Coquette
Title: Executive Director/CEO
2/8/2022 | 5:16 PM CST
Date: _____

RFP 113021 - Firefighting Apparatus and Fire Service Vehicles

Vendor Details

Company Name: The Sutphen Corporation
6450 Eiterman Rd.
Address: Dublin, OH 43016
Contact: Donna Newell
Email: newell@sutphencorp.com
Phone: 614-889-1005
Fax: 614-889-0874
HST#: 31-0671786

Submission Details

Created On: Tuesday November 02, 2021 10:26:29
Submitted On: Tuesday November 30, 2021 12:43:06
Submitted By: Justin Howell
Email: justin.howell@sutphencorp.com
Transaction #: 93bf0e80-f6b0-4f36-b556-53e068f8e940
Submitter's IP Address: 70.61.26.138

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	The Sutphen Corporation
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Sutphen Corporation
4	Proposer Physical Address:	6450 Eiterman Road Dublin, OH 43016
5	Proposer website address (or addresses):	www.sutphen.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Drew Sutphen President 6450 Eiterman Rd. Dublin, OH 43016 Drew.sutphen@sutphencorp.com 800-848-5860
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Justin Howell Senior Sales Territory Manager 6450 Eiterman Rd Dublin, OH 43016 Justin.howell@sutphencorp.com 800-848-5860
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Donna Newell Cooperative Purchasing Manager 6450 Eiterman Rd. Dublin, OH 43016 Donna.newell@sutphencorp.com 800-848-5860

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>With our main production and headquarters located in Dublin, OH. Sutphen also has production facilities in Urbana, and Hilliard, Ohio, as well as in Lake Ariel, Pennsylvania. Sutphen Corporation is a well-known custom fire apparatus manufacturer. Sutphen has been family owned and operated since 1890. It is the longest continuously owned and operated fire apparatus manufacturer in the country. As stated in our mission statement, Sutphen's core values and mission is to put customers first and treat them as family.</p> <p>MISSION STATEMENT At Sutphen, our mission is to build the safest, most reliable, fire apparatus in the world, through innovation and customer focus.</p> <p>CORE VALUES We recognize how important our customers, employees, and families are to the success of our company. We understand that our company's well-being is dependent upon our contributions and commitment. We all agree to grow our business through the following core values:</p> <p>Innovation – We will continually offer innovative new products in the fire apparatus market. Integrity – Mutually consider each other as a vital part of our production. Be truthful and honest. Teamwork – Divide the challenge, double the success. Respect – Treat others with the same respect we expect. Quality – We will constantly re-evaluate and upgrade our quality assurance process and our customer service. Accountability – We will be accountable for our work, and invest the time and effort to do things right the first time.</p>	
10	What are your company's expectations in the event of an award?	Sutphen Corporation looks forward to providing Sourcewell members with another avenue to efficiently and cost effectively purchase fire apparatus that saves time and effort, minimizes the need for individual RFPs and contracts, and meets the Sourcewell members' competitive and procurement requirements.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	The Company has annual audited financial statements and adheres strictly to GAAP. Over the past several years, Sutphen's average annual corporate Revenues have exceeded \$100 million. Sutphen is profitable and has a strong EBITDA. The Balance Sheet is strong. The Company retains much of Equity as Cash. The Current Ratio over the past several years, including Customer Advances, is better than 1:1 All Current Liabilities, other than Customer Advances, are trade debt or liabilities incurred during the ordinary course of business. There is no senior bank debt. Nor is there subordinated or off Balance Sheet funding. The Company funds all Working Capital needs internally. Please see the attached Bank Letter of Credit and the Bonding Company Letter of Credit.	*
12	What is your US market share for the solutions that you are proposing?	If we use five (5) years of historical FAMA sales statistics. Sutphen represents approximately 7.1% of all reported sales including all apparatus categories in which the Company has the capacity to compete. In those apparatus categories in which Sutphen specializes, namely mid-mount aerial platforms, over the same five (5) years and category specific, Sutphen captured an average of 31% to 75% of sales	*
13	What is your Canadian market share for the solutions that you are proposing?	Historically Sutphen has sold aerial products primarily targeted to the US and Canada market. Sutphen however proposes the same products in the Canadian market as we do for US Market to help gain future market share.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>a) Not Applicable</p> <p>b) In the US and Canada, Sutphen fire apparatus is sold through a network of thirty-one (31) authorized, independent dealerships. Many of these dealerships are also authorized service centers and are part of Sutphen's US/Canadian network of more than fifty (50) authorized, independent service centers. Sutphen maintains and staffs its own factory service centers in Urbana, OH, Hilliard, OH and Lake Ariel, PA. Sutphen Corporation also provides 24/7 customer hotline support.</p>	*

16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Licensing varies greatly by state in the US. In many, but not all, states, Sutphen Corporation must maintain both manufacturing and dealer, distributor, or specialty dealer licenses. In all cases where required, the Company hereby certifies that it holds current manufacturing licenses. In addition and on behalf of each of its authorized, independent dealers/distributors, Sutphen again hereby certifies that it obtains and maintains the dealer, distributor, or specialty distributor licenses where required by the state in which business is conducted. For the most part, all licensing, export documentation, and incremental paperwork for vehicles sold to end users in Canada is managed independently by the dealer/distributor responsible for selling into Canada. Sutphen Corporation is a member of both the Fire Apparatus Manufacturers Association (FAMA) and National Fire Protection Association (NFPA).	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	It is not Sutphen's business philosophy to go out of its way to garner industry awards or recognition. The Company would rather spend its efforts to provide the best possible fire apparatus and excellent customer service to its end users. Sutphen believes that its longevity in the industry speaks volumes about its success. In 2020, Sutphen celebrated its 130th anniversary and, today, is in the midst of its 131st year of operations. It is the industry's oldest continuously family-owned and operated fire apparatus manufacturer. Please see refer to the attached articles that showcase our continue growth the fire apparatus industry. Conway Family Business Award Announcement of the Tractor Drawn Aerial Urbana Chassis Ground Breaking Small Business Administrator Visit	*
19	What percentage of your sales are to the governmental sector in the past three years	The overwhelming majority of Sutphen's business is to the public government fire and emergency response entities. Occasionally, the Company will sell fire apparatus to commercial business, for example petroleum refineries or chemical manufacturers, to support their on-site fire response plans.	*
20	What percentage of your sales are to the education sector in the past three years	With the exception of sales to Colleges or Universities to support on-campus fire response centers or to a Fire Academy to support first responder education, Sutphen does not participate in the Education Sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sutphen currently holds contracts with the following cooperative purchasing agencies: Commonwealth of Pennsylvania's Cooperative Purchasing Program (COSTARS) <ul style="list-style-type: none"> • Florida Sheriffs Association (FSA) • Houston-Galveston Area Council (HGAC) • Louisiana Multiple Award Schedules (LaMAS) • New Jersey State Contract • Ohio State Term Schedule • Texas BuyBoard • Sourcewell Over the past three (3) years, Sutphen has sold an annual average of over 150 vehicles across all cooperative purchasing contracts. The trend is upward and Sutphen expects cooperative purchasing to continue to drive sales growth in the future.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sutphen CAGE Code 6L027, holds GSA Contract GS-30F-0012Y Under Schedule 23V, Automotive Superstore, SIN 190-01 Fire Fighting Apparatus and Attachments. Annual Sales Volumes are available at GSA's Schedule Sales Query website: https://ssq.gsa.gov .	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Kissimmee Fire Dept.	Chief Jim Walls	james.walls@kissimmee.gov 407-518-2222	*
Cape Coral Fire Dept.	Div. Chief Mike Bush	mbush@capecoral.net 239-574-0501	*
DeKalb County Fire Rescue	Captain Bryan Dobson	BCDobson@dekalbcountyga.gov 404-808-0844	*

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
DeKalb County	Government	Georgia - GA	Fire Apparatus	17 Pumpers , 3 Aerials	\$16.8 M	*
Miami Fire Rescue	Government	Florida - FL	Fire Apparatus	16 Pumpers, 5 Aerials, 2 Rescues, 2 Tankers	\$19.3 M	*
Columbus Fire	Government	Ohio - OH	Fire Apparatus	1 Aerial, 2 Pumpers, 5 Rescues	\$6.5 M	*
Orlando Fire	Government	Florida - FL	Fire Apparatus	11 Pumpers, 2 Aerials	\$8.9 M	*
Durham Fire	Government	North Carolina - NC	Fire Apparatus	11 Pumpers	\$6.4 M	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
25	Sales force.	The dealers/distributors are supported by Sutphen's ten (10) person internal sales support team. The team's responsibility is to seamlessly and promptly support the Company's independent dealer/distributors throughout the sales process.	*
26	Dealer network or other distribution methods.	Sutphen has a network of over thirty-five (35) domestic and international authorized dealers/distributors.	*
27	Service force.	<p>Many of Sutphen's dealerships are also authorized service centers and are part of Sutphen's US/Canadian network of more than fifty (50) authorized, independent service centers. Sutphen maintains and staffs its own factory service centers in Urbana, OH, Hilliard, OH and Lake Ariel, PA. Sutphen Corporation also provides 24/7 customer hotline support.</p> <p>Please see the Lists of Sutphen's Authorized Dealers/Distributors and Authorized Service Centers included as supporting documentation. Please also note that Sourcewell members can find their local authorized Sutphen apparatus dealer and service center on the interactive map that can be found on our website. http://www.sutphen.com/locations</p>	*

28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	If the customer is not an Sourcewell member, Sutphen will facilitate to the customer how to sign up as a member. A Sutphen authorized dealer/distributor shall submit a proposal to the member. The member accepts the proposal and enters into a purchase agreement with Sutphen and issues a purchase order to build one or more fire apparatus. The Sutphen dealer/distributor sends a fully executed copy of the proposal, all pricing and supporting documentation to the customer. The Sutphen Contract Administration team, consisting of three (3) individuals, will process the incoming orders, manage workflow, and administrative requirements to contract completion and delivery. Sutphen will communicate with Sourcewell contract administrators as required by any cooperative purchasing contract issued to Sutphen by Sourcewell as a result of this offer herein.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>When a fire apparatus owner/user needs vehicle repair or repair/spare parts, the owner typically calls its local authorized, independent dealer/distributor or service provider. Warranty work, emergency repairs, or routine maintenance are generally handled by Sutphen's team of dedicated local service providers. More complex repairs or overhauls may need to be supervised by a Sutphen factory service technician who travels to the local service repair site.</p> <p>Customers may directly call one of Sutphen's three (3) factory service centers. Normal business hours are Monday-Friday, 6:00 am-5:00 pm Eastern time. After hours or in an emergency, a 24/7 Sutphen Service Technician is on call and will determine and implement the most appropriate solution to the emergency. For example, in the event of a "Truck Out of Service" call, the on-duty Service Technician receiving the call would follow established procedure and, in turn, notify and involve the Director of Service, the area Service Manager, and the applicable Production Manager who all, as a team, formulate and execute a "Back in Service" plan to get the truck operating as quickly as possible. Typically, within 24 hours the apparatus is once again functional. The goal is to minimize downtime and return an apparatus to dependable public service. Normal maintenance repairs or parts orders ship promptly. Sutphen offers both expedited and standard shipping options to the end user.</p> <p>Sutphen's local authorized, independent dealers/distributors or service providers, and the Company's factory service center, all offer full on-site (fire station or city service shop) apparatus service that is, oftentimes, the preferred, most timely and cost effective service option.</p>	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Through its dealer/distributor network and internal support teams, Sutphen sells and services customers in the United States. It will, again through its dealers/distributors, continue sell and service to the United States members.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Through its dealer/distributor network and internal support teams, Sutphen sells and services customers in Canada. It will, again through its dealers/distributors, continue sell and service to Canadian member agencies.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	No, Sutphen has authorized dealers, service centers, and technicians that are able to work anywhere within the United States. As noted above, members would first contact their local authorized dealer/distributor. If there is no local authorized dealer, the member would work directly with Sutphen Warranty Department and Service Center and a factory technician will be authorized and travel to complete the required warranty repairs.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	At this time the only entity sector that limits a regional presence would be Mississippi. As they primarily purchase off the Mississippi State Term contract.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Sutphen will continue to offer the same products and services of this RFP to Hawaii and Alaska as we do for rest of the contiguous United States. The only difference would be that additional charges may be applied for travel and delivery.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>As an organization that relies heavily on its dealer network for both daily customer interfacing and long-term marketing endeavors, our first and foremost marketing strategy will be to target our dealer network.</p> <p>Our primary campaign will be of education and information dissemination regarding Sourcewell's benefits and opportunities as they relate to dealers and customers alike.</p> <p>We will mobilize this primary campaign through dealer meetings, dealer webinars, email campaigns, cooperative purchasing informational one-pagers, and more. Our dealer network will participate in the aforementioned meetings and learn from Sutphen's cooperative purchasing experts. To date, we have found great success in distributing this information to dealers who in turn educate our customers.</p> <p>While we plan to create information packets and educational seminars directed by Sutphen, we also plan to work together with Sourcewell to directly provide those educational materials. We have found great success in years past by inviting Sourcewell to speak at our annual dealer meeting and other seminars to directly connect with dealers.</p> <p>These kind of personal connections from both Sutphen and Sourcewell are come of the most powerful and impactful to the fire service and its members.</p> <p>Our secondary campaign will be of general knowledge directed at our customers. Not only do we already have a section on our corporate website dedicated to cooperative purchasing options, but we plan to celebrate the receipt of award by acknowledging it on our website and creating an information guide regarding Sourcewell.</p> <p>This secondary campaign will also focus on social media and other forms of digital advertising to capture our entire audience and inform them of Sutphen's Sourcewell cooperative purchasing opportunity.</p> <p>In addition to the two previously mentioned campaigns, Sutphen will use several ways to convey its marketing message across the industry. Those methods include, but are not limited to, the following:</p> <ol style="list-style-type: none"> 1. National and Regional Industry Print Media among them Fire Engineering, Fire Apparatus, Fire News, and 1st Responder 2. Sutphen Product Literature 3. National and Regional Industry Trade Show and Educational Conferences including, but not limited to, FDIC, Firehouse Expo, Fire Rescue International, the Ohio Fire Chiefs and more.
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>As mentioned in the marketing strategy question, line item 35, one of our primary campaigns will be using social media and other forms of digital marketing to enhance the effectiveness of the Sourcewell cooperative purchasing contract as it relates to Sutphen Corporation.</p> <p>At the time of this RFP submission, Sutphen's social media presence has over 43,000 followers on Facebook; 23,000 followers on Instagram; 2,700 followers on Twitter; and nearly 1,500 followers on LinkedIn. With these numbers constantly growing, our social media alone consistently reaches 70,000 followers a day and more. According to Facebook's analytics, in the past year alone, Sutphen has reached over 1.5 million people via Facebook and 250,000 people via Instagram.</p> <p>By maximizing these resources Sutphen will effectively marketing the Sourcewell cooperative purchasing contract to critical audiences.</p> <p>In addition to social media, we capture a targeted audience via our corporate website: www.Sutphen.com. Over the past year, we have garnered over 1.6 million visitors to the site. These visitors can access apparatus insight as well as an expansive cooperative purchasing page that will detail the Sourcewell contract and Sutphen's affiliation with the contract.</p> <p>Along with those two digital media outlets, we continually advertise and conduct public relations tactics with industry magazines and their affiliated websites to help tell important industry news stories and Sutphen's role within the fire industry as a whole.</p>

37	<p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</p>	<p>As mutual business partners, we see Sourcewell's role in promoting the contract to be providing Sutphen pertinent information and necessary details when creating pamphlets, one-pagers, webinars, and general meetings.</p> <p>While Sutphen's cooperative purchasing experts are well versed in the process, it is important to have specific details and understandings from Sourcewell specifically.</p> <p>We will integrate a Sourcewell-awarded contract into the Sutphen sales process by steering customers towards the cooperative purchasing process. We already emphasize the benefits of cooperative purchasing to our customers, but with the newly awarded contract, we will continue to underscore its importance.</p>	*
38	<p>Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>Due to the customizable nature of our trucks, the specifics inherent of the fire industry, and general industry practice, our products are not available through an e-procurement ordering process.</p>	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Sutphen provides operational demonstration at the time of pick-up or delivery for all fire apparatus. The Company provides additional in-depth technical training including, but not limited to, aerial operation and maintenance, apparatus operational troubleshooting, electrical system repair, hydraulic systems repair, engine emissions systems and repair, and operation and maintenance of other operational and specialty systems. These factory-provided, 3-day training classes are typically held at least twice a year in Ohio and are provided complimentary. Attendees are responsible for their travel and lodging, and meals/entertainment outside of those provided by Sutphen during class. From time to time and as demand dictates, Sutphen has provided regional training classes.
40	Describe any technological advances that your proposed products or services offer.	Sutphen is unique in the industry in that it's aerial devices are solely constructed of aluminum. That, coupled with HuckBolt fastening technology instead of welding, provides an incredibly strong and lightweight aerial device. The reduced weight lowers an aerial's center of gravity, providing a better handling apparatus. The lighter weight also reduces wear and tear on tires, brakes, and other suspension components resulting in lower yearly ownership costs and out-of-service time.
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Sutphen will always comply with all federally mandated emissions advances in combustible engine technologies. Here at Sutphen we almost exclusively use LED lighting technologies and, when cost and operationally efficient, will embrace synthetic lubricant and other fluid products. Sutphen also supports its end user's desires for environmentally sound "green" apparatus operations. The most recent example is Sutphen's embracement of various options in Idle Reduction technology. Sutphen feels that Idle Reduction technology bridges the gap between the fully electric fire truck, and the current combustion engine. This technology helps to mitigate and limit the amount of carbon emission into the atmosphere by using a smaller engine or Lithium Ion batteries to replace the intermittent use of the larger diesel engine while the truck is idle on scene. With the current state of the market, and the transition to fully electric fire trucks we feel at Sutphen that taking baby steps into newer technologies has been the steady approach to a market that is slow to embrace change from previous practices.
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Sutphen fire apparatus currently do not carry any official eco-label, rating or certification, but we will continue to work with our vendors to provide equipment and products that can carry energy efficiency or a green/sustainability factor as the technology comes to market.
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While Sutphen is not a WMBE, we are a self-certified small business under the SBA's size standards for its NAICS Code. The current size standard is 1,000 employees. The Company currently employs approximately 450 employees across all locations. Please see the list of WMBE or SBE subcontractors included in this response.
44	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	Very simply stated, Sutphen is unique in that it is a family owned company in continuous operation since 1890 owned by one family. The Company treats its customers as family. Ownership is accessible and intimately involved in all aspects of the sales process and post sale support. Many Sutphen customers have Sutphen family cell phone numbers and are encouraged to contact ownership whenever they feel the need. Sutphen is small enough to respond personally and promptly, but large enough to support the infrastructure needed to truly serve first responder end users in professional and dependable manner. While the Company produces fire apparatus across most vehicle sectors, we specialize in the aerial platform/ladder configurations to provide the best performing products on the market.

Table 9: Warranty

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

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	Yes, Sutphen Corporation provides warranties to the original purchaser of a Sutphen apparatus. These warranties will provide parts and repairs to the Sutphen vehicle during the warranty period in accordance with the warranty documents attached.
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, there are restrictions/limitations Sutphen warranty coverage. This includes, but is not necessarily limited to, wear and tear items (tires, filters, brakes), damage caused by, for example, collision or misuse. Please see the enclosed warranty documents for a full coverage explanation.
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes. Sutphen Corporation reimburses for travel time to and from the customer to complete the warranty repairs.
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, Sutphen has authorized dealers, service centers, and technicians that are able to work anywhere within the United States. As noted above, Sourcewell members would first contact their local authorized dealer/distributor. If there is no local authorized dealer, the Sourcewell member would work directly with Sutphen Warranty Department and Service Center and a factory technician will be authorized and travel to complete the required warranty repairs.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	As stated in the Sutphen warranty documents, major components of trade accessories such as purchased chassis, engines, signaling devices, transmissions, pumps, tanks or generators that have a separate manufacturer's warranty are covered by the appropriate OEM standard commercial warranty. However, Sutphen will assist the authorized dealer/distributor or customer to facilitate the warranty repairs.
50	What are your proposed exchange and return programs and policies?	Parts and loose equipment shipped from Sutphen or drop shipped under Sutphen's direction can be returned for credit within ninety (90) days of the delivery date. Product must be returned in unused, saleable condition and in its original packaging. Customers must request a Return Material Authorization (RMA) which is good for thirty (30) days. Warranty return shipping is Sutphen's responsibility. All other shipping costs are customer responsibility. Sutphen has a twenty five percent (25%) restocking fee and will, in addition, add cost of repackaging any returns/exchanges not in original packaging. Sutphen's return policy only applies to parts. This does not apply to the purchase of a fire apparatus.
51	Describe any service contract options for the items included in your proposal.	While it is not included in as a line item in this response, Sutphen will offer Sourcewell members an annual aerial apparatus service contract after the purchase and delivery of a vehicle as an Open Market opportunity. The Company does this to make certain that Sutphen apparatus remain dependable and in excellent working condition. The service agreement includes an annual inspection through which Sutphen technicians evaluate the condition of the apparatus. In general terms, the aerial service contract consists of the following: <ul style="list-style-type: none"> o Inspection of the chassis and components o Inspection of the fire pump, valves and accessories o Inspection of the hydraulic system, pressures and operation o Complete inspection of the ladder, components and lubrication o Check torque settings and aerial base and all main fasteners

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods.	If a customer elects a prepayment discount option, the prepayment is due within thirty (30) days after contact signing or receipt of purchase order. Any remaining amount, or the full amount if no prepayment is provided, is due upon delivery and acceptance of the completed apparatus. Sutphen will invoice a customer approximately thirty (30) days before acceptance and pick up or delivery. Payment in full of outstanding invoice balances is due upon acceptance, pickup or delivery.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	Sutphen Corporation does not provide leasing directly. However, Sutphen Corporation, and its dealers/distributors, work with industry recognized leasing companies, and can assist in securing leasing for apparatus purchased by members.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Sutphen Corporation will accept either a members Purchase Order or a Sutphen provide Purchase Agreement/Contract. A copy is attached for your review.	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Sutphen Corporation has accepted the P-card purchase for previous purchases, however, the bank required fee will be added to the total price of the purchase. This is typically around 4% of the purchase price.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Please see the Sourcewell Contract Price List included for our complete line item pricing. The Company is offering "base models" of all apparatus described immediately above. The Price List also includes all published options. Base models and options are published as MSRP. Sutphen is offering members a discount of Fifteen Percent (15%) from MSRP. Sutphen has negotiated this industry standard percentage discount with GSA and other various cooperative agreements. From time to time, Sutphen may amend any awarded contract to update models and prices to bring them into line with the then current commercial catalog and other cooperative purchasing agreements in which the Company participates.
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Sutphen is offering Sourcewell members a standard basic discount of Fifteen Percent (15%) off MSRP for base models and published options.
58	Describe any quantity or volume discounts or rebate programs that you offer.	Should a member purchase apparatus in sufficient quantities and under similar circumstances, Sutphen may offer additional discounts. Discount amounts may vary based upon quantity, product type, delivery times and/or customer loyalty.
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sutphen will offer unpublished or open market items as may be required by the member's Statement of Work. Pricing will be quoted at a fixed price on a case by case based and shall not be applicable to any additional discount.
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	None
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Delivery is included for all Sutphen aerial apparatus. A Sutphen Delivery Engineer or authorized dealer/distributor provides delivery and operational demonstration as part of standard pricing for these vehicles. Factory or dealer provided delivery is not included in standard pricing but instead as a zone-priced option on all pumper, tanker, and rescue apparatus (non-aerial apparatus). Sutphen has four (4) priced delivery zones. A non-aerial customer is always welcome to visit the Sutphen facilities to receive an operational demonstration and pick up the vehicle.
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Sutphen does manage OCONUS delivery to Hawaii, Alaska, US territories, and Canada for its customers on an individual basis. Delivery method and delivery cost are calculated and included at the time of the proposal. Included FOB Destination shipping on aerial apparatus may be limited to CONUS for deliveries to Hawaiian, Alaskan, US Territorial, and Canadian members eligible to use the Sourcewell contract.
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sutphen is pleased to participate with multiple cooperative purchasing program agencies. It is our policy to not provide preferential pricing to one agency over another, thus allowing the customer to choose the program that best fits their needs. If favored with the contract Sutphen will continue to promote the Sourcwell contract as outlined in our marketing plan.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>For all customer proposals, Sutphen Corporation uses proprietary pricing and specification software to make certain that Sourcewell members receive correct contract discount pricing.</p> <p>To make certain all vendor reports, sales reporting and proper administrative fees are paid, all orders are processed by Sutphen's Contract Administration team. This team maintains the documentation of all cooperative purchasing contracts, logs orders, provides all required reports, and pays all administrative fees. The team has developed a method of internally verifying accuracy and completion of timely contract management operations. Reports are completed and fees are paid quarterly based on the following schedule.</p> <p>January - March, reporting completed prior to end of April April - June, reporting completed prior to end of July July - September, reporting completed prior to end of October September - December, reporting completed prior to end of January</p>
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Our internal sales support and contract administration teams monitor the purchases of all apparatus and track any units purchased through the use of a cooperative purchasing agreements. This data is used to prepare and submit the quarterly reports as required by each agency. In addition, we submit internal reports to management on a monthly, quarterly, and annual basis.</p> <p>Since the initial contract award with NJPA/Sourcewell in 2018, Sutphen has seen a dramatic increase in the number of units sold under this contract. Sutphen went from the initial five units assigned in the first year to over eighty units this current year.</p> <p>In anticipation of being awarded another contract with Sourcewell, we would expect additional success as we continue to promote the use of this contract.</p>
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>Sutphen proposes an administrative fee of Two Thousand and No/100 Dollars (\$2,000.00) per purchase order payable in the reporting period in which the order is delivered and customer invoice is paid in full.</p> <p>This fee structure is consistent with and equivalent to the very productive and most popularly used cooperative purchasing programs under which Sutphen currently participates. Sutphen is making this proposal to place Sourcewell on a level competitive co-op playing field to drive maximum member purchasing toward the Sourcewell platform. Some program like GSA & FSA, charge a percentage of the discounted amount of contract sales, excluding open market items. Fire apparatus are large ticket capital purchases. The difference between a flat administrative fee and a percentage fee becomes material to the purchase decision in a public agency environment where agencies must spend the taxpayer dollar wisely. We have experience that with other things equal, the larger percentage fee is actually a deterrent to a flat fee co-op contract.</p>

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

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Sutphen manufactures a wide range of fire apparatus including custom and commercial pumpers, custom and commercial tankers, single and tandem axle mid-mount aerial platforms, single and tandem axle mid-mount and rear-mount aerial ladders, as well as our own custom chassis. The Company also manufactures a variety of specialty fire apparatus including industrial pumpers and aerials, heavy rescues, and hazmat units.
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The Sutphen subcategory list would include the following: Aerial Ladder, Aerial Platform, Custom Pumper, Commercial Pumper, Custom Tanker, Commercial Tanker, Heavy Rescue, Wildland Urban Interface Vehicle, and some Equipment, Accessories, and Supplies as published options. These are also not limited to remounting or refurbished apparatus.

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

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

Line Item	Category or Type	Offered *	Comments
70	Firefighting apparatus and service vehicles, of all types, such as: pumper/engine, initial attack, mobile water supply, aerial, quint, special service, mobile foam, command and communications, and purpose-built firefighting or rescue trailers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Sutphen manufactures a wide range of fire apparatus including but not limited to custom and commercial pumpers, custom and commercial tankers.
71	Wildland fire apparatus, of all types, such as: fire suppression equipment, mobile water supply, and crew carriers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Sutphen manufactures a wide range of wildland fire apparatus including but not limited to WUI, and tankers.
72	Aircraft rescue and firefighting vehicles	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
73	Purpose-built chassis and vehicle components for firefighting apparatus and fire service vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Sutphen manufactures one extreme duty custom chassis that is available to multiple facilities to complete the desired apparatus.
74	Equipment, options, accessories, and supplies complementary or incidental to the purchase of a turnkey or complete unit of the types described in Lines 70-72 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Sutphen offers "base models" of all apparatus. In our published price listing we included all published options available to be outfitted on various unit types described above in 70-71.
75	Services related to the offering of the solutions described in Lines 70-74, including installation, customization, remount, refurbishment, inspection, repair, maintenance, training, and support	<input checked="" type="radio"/> Yes <input type="radio"/> No	Sutphen can offer remount or refurbishment options. Any such work shall be quoted at the time of the request.

Table 15: Industry Specific Questions

Line Item	Question	Response *
76	Describe available service and repair options for the equipment and products offered in your proposal.	In the US and Canada, Sutphen fire apparatus is sold through a network of thirty-one (31) authorized, independent dealerships. Many of these dealerships are also authorized service centers and are part of Sutphen's US/Canadian network of more than fifty (50) authorized, independent service centers. Sutphen maintains and staffs its own factory service centers in Urbana, OH, Hilliard, OH and Lake Ariel, PA. Sutphen Corporation also provides 24/7 customer hotline support.
77	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	Sutphen can offer remount or refurbishment options. Any such work shall be quoted at the time of the request. Pricing will be a fixed price quote and shall be determined based on age, condition, and other factors of the current state of the unit.
78	Describe your compliance with US standards for the equipment and products offered in your proposal, including applicable federal and state requirements.	Sutphen apparatus meet all Federal DOT, state requirements, UL testing and are compliant with the pertinent current NFPA standards.
79	Describe your compliance with Canadian standards for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	Sutphen apparatus meet all Federal DOT, ULC testing and are compliant with the pertinent current NFPA standards.

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

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

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

Documents

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

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

- [Pricing](#) - 11.56_Pricing.zip - Monday November 29, 2021 15:33:52
- [Financial Strength and Stability](#) - 2.11_Financial Strength and Stability Documents.zip - Tuesday November 30, 2021 12:29:04
- [Marketing Plan/Samples](#) - 3.18_Marketing Plan Documents.zip - Wednesday November 24, 2021 08:14:02
- [WMBE/MBE/SBE or Related Certificates](#) - 8.43_WMBE Utilization.pdf - Wednesday November 24, 2021 08:08:10
- [Warranty Information](#) - 9.45_Warranty Documents.zip - Wednesday November 24, 2021 08:14:15
- [Standard Transaction Document Samples](#) - 10.54_Purchase Agreement.pdf - Wednesday November 24, 2021 08:10:29
- [Upload Additional Document](#) - 14A_Product Component Reports.zip - Tuesday November 30, 2021 12:29:13

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

Yes No

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

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

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