

**Solicitation Number: RFP #120921****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Brindlee Mountain Fire Apparatus, LLC, 15410 US Highway 231, Union Grove, AL 35175-8541 (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 Used and Pre-Owned Firefighting, Fire Service, Ambulance, and Emergency Service Vehicle Solutions 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 January 13, 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.

Equipment and Products provided under this Contract may be used or pre-owned, and need not be current model. 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. Any additional warranty offered by Supplier will be as stated in the transaction documents negotiated between Supplier and the Participating Entity. 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.

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

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell 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 Sourcewell 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;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell 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 Sourcewell, the Supplier will pay an administrative fee to Sourcewell 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 Sourcewell 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

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.

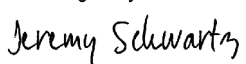
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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.

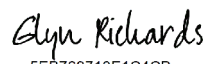
## **22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell 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.

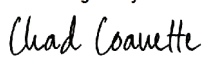
Sourcewell

DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 1/11/2022 | 1:20 PM CST

Brindlee Mountain Fire Apparatus, LLC

DocuSigned by:  
  
By: 5EB769710E1C4CB...  
Glyn Richards  
Title: Business Development  
Date: 1/25/2022 | 3:04 PM EST

Approved:

DocuSigned by:  
  
By: 7E42B8F817A64CC...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 1/25/2022 | 2:30 PM CST

# RFP 120921 - Used and Pre-Owned Firefighting, Fire Service, Ambulance, and Emergency Service Vehicle Solutions

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## Vendor Details

Company Name: Brindlee Mountain Fire Apparatus, LLC  
Address: 15410 US Hwy 231  
Union Grove, AL 35175  
Contact: Glyn Richards  
Email: grichards@firetruckmall.com  
Phone: 256-517-7995  
HST#: 63-1281979

## Submission Details

Created On: Friday November 05, 2021 09:44:21  
Submitted On: Thursday December 09, 2021 10:11:26  
Submitted By: Lisa Kirby  
Email: lkirby@firetruckmall.com  
Transaction #: 9ad436db-5612-4f7d-bf1c-744afb20faab  
Submitter's IP Address: 68.113.105.28

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Brindlee Mountain Fire Apparatus, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Firetrucks Unlimited, LLC
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None
4	Proposer Physical Address:	15410 US Highway 231, Union Grove, AL 35175-8541
5	Proposer website address (or addresses):	<a href="http://www.firetruckmall.com">http://www.firetruckmall.com</a> <a href="http://www.firetrucksunlimited.com">http://www.firetrucksunlimited.com</a>
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):	Glyn Richards, Business Development, grichards@firetruckmall.com, (256) 517-7995 Mail: 15410 US Highway 231, Union Grove, AL 35175-8541
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Glyn Richards, Business Development, grichards@firetruckmall.com, (256) 517-7995 Mail: 15410 US Highway 231, Union Grove, AL 35175-8541
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Nathan Jewett, Apparatus Sales & Purchasing Manager, njewett@firetruckmall.com, (256) 203-4929 Mail: 15410 US Highway 231, Union Grove, AL 35175-8541

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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.	At Brindlee Mountain Fire Apparatus (BMFA) we empower North America's firefighting communities with quality, affordable vehicles and the highest standard of customer service. BMFA is the largest seller of used and pre-owned fire trucks in both the US & Canada. The business was founded by James Wessel in 2001, who is still active in the day to day operations. Mr. Wessel's passion is the fire industry, to support fire departments nationwide. Fueled by that passion, he has built a very successful company that sells over 500 trucks annually. BMFA's core values are Integrity, Service, Excellence, and Gratitude. The mission is to be excellent in every aspect of buying, selling, and fixing used fire trucks.
10	What are your company's expectations in the event of an award?	BMFA does all things related to fire trucks, except build new ones. This proposal offers a wide array of products and services which empower fire departments of local communities to get the most from their fleets. The company expects to assist many Participating Entities to maximize the efficiency and effectiveness of their fire apparatus fleet. The result will be an increase in the annual value from the firefighting apparatus contract of Sourcwell.
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.	BMFA celebrated its twentieth anniversary in 2021, earning a steady trend of increasing revenue and profits since the beginning. The company is well-capitalized, enabling the flexibility to acquire used fire trucks for cash, maintaining the largest inventory in the industry, and investing in equipment, people, and systems to serve customers with excellence. As a private company, the firm's financial information is confidential, however, an attached letter from Regions Bank speaks to BMFA's financial condition.
12	What is your US market share for the solutions that you are proposing?	BMFA is the largest buyer and seller of used fire trucks in the US. Based on the limited market information available, BMFA estimates its market share to be 50%.
13	What is your Canadian market share for the solutions that you are proposing?	BMFA is also the largest buyer of used Canadian fire trucks, however, there is not enough market data to reliably estimate Brindlee's 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?	a) From an enterprise view, BMFA is best described as a dealer -- buying products manufactured by others, then remounting & refurbishing those products for sale to fire apparatus end-users. Much like a used automobile dealer, BMFA does not need authorization from vehicle manufacturers to trade.  b) BMFA is also a service provider, with a range of solutions for fire departments. The services proposed herein would be provided directly by the company's employees in most cases. In some cases, where beneficial to Participating Entities, services may be provided by independent dealers authorized by BMFA.
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.	BMFA's business does not require certifications. However, the company employs 23-technicians who collectively hold 215-Emergency Vehicle Technician certifications. BMFA holds the requisite licenses to conduct its business under the laws of the State of Alabama. Firetrucks Unlimited holds the requisite licenses to conduct its business under the laws of the State of Nevada.
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	The used fire truck market is a very specialized industry that does not offer any awards or recognition. In our 20 years of business, we have grown to become the largest entity in this market segment. A testament to our position in the industry is the frequency with which insurance companies contact BMFA regarding fire truck claims. While the personal automobile industry has authorized sources for vehicle valuations (e.g. Kelly Blue Book, NADA), that is not available for used fire trucks. Over the years, these insurance companies have recognized the value of our industry-leading data and experience.
19	What percentage of your sales are to the governmental sector in the past three years	As fire departments are our primary customers, a large portion of our business is conducted within the governmental sector. From 2018-2020, 66% of our business was with governmental organizations.
20	What percentage of your sales are to the education sector in the past three years	On occasion, we conduct business with a college/university or fire college program. From 2018-2020, less than 1% of our business was with the education segment.
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?	BMFA was awarded a fire apparatus contract through NPPGov in the summer of 2020. In the 15-months since then, 14-transactions were generated, the aggregate value of which was \$1.5 million.
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?	None.

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
Bedford Fire Department, VA	Brad Creasy	+1 (540) 537-4703
Edisto Beach Fire Department, SC	Denney Conley	+1 (843) 830-1369
Banks County Fire Department, GA	Steve Nichols	+1 (706) 708-6546

**Table 5: Top Five Government or Education Customers**

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
US Dept of Defense	Government	District of Columbia - DC	Refurbish & repair fire apparatus	Avg transaction size \$321,000	\$3 million
Arlington County	Government	Virginia - VA	Purchase of surplus fire apparatus	Avg transaction size \$181,000	\$2.17 million
City of Schenectady	Government	New York - NY	Purchase & brokerage of surplus fire apparatus	Avg transaction size \$233,000	\$2.10 million
Public University affiliated fire college	Education	Alabama - AL	Fire apparatus preventative maintenance	\$20,000	\$62,000
Banks County	Government	Georgia - GA	Purchase, brokerage & sales of used fire apparatus, collision repair	Avg transaction size \$39,000	\$197,000

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number



of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	Our Alabama-based sales team of 12 full-time direct-employed salespeople has over 125 years in combined service within the fire industry. Each member is highly trained and eager to assist fire departments find quality used fire trucks that match their needs and are within their budget parameters. We pride ourselves on providing world class service that creates raving fans and generates repeat business.
26	Dealer network or other distribution methods.	With over 20 years in business, BMFA champions relationships with other dealers, both new and used, across the North American fire service industry. These relationships create value for fire departments in every state and Canadian province. These dealer relationships support our inventory by sourcing trade-in trucks to purchase, provide technical and warranty support after trucks are delivered, and ensure quality repairs can be completed years after trucks are placed into service.
27	Service force.	The BMFA Service Team is highly trained, certified, and capable of completing nearly any repairs imaginable. We currently have 6 Master EVT Technicians, 5 Master ARFF Technicians, and a total of 215 EVT certifications among our 23 total certified technicians.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The purchasing process for a fire truck purchase is buyer-focused and designed to provide buyers with a variety of options in a non-pressure / stress-free environment. We are able to hold any truck that we own for up to two weeks simply based on a buyer's travel plans for an inspection. During the inspection, we host the department by picking them up from the airport (to avoid the need for a rental car), cover hotel accommodations, and meals. The only hard cost for our buyers is the typical purchase are their airline costs.</p> <p>After the inspection, we can continue holding the truck for an additional 10 days to give the buyer time to gain the approval needed to sign off on a sales agreement. Pricing, for the typical inventory truck, includes the appropriate testing (i.e. pump test, aerial test, etc.), chassis service, completion of a shop list of any needed repairs, and a major component warranty. Buyers are given full authority to notate any repair needs noted during their inspection.</p> <p>Once the sales agreement is signed, the completion of the shop list of repairs begins. At the completion of the shop list, final payment is due and delivery is arranged.</p>
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	BMFA utilizes templates built into its ERP system to control order accuracy and completeness. Further, in-person customer truck inspections, pre and post-sale, provide real world confirmation with customers of specifications, scope of work and compliance. These systems will be employed serving Participating Entities.
30	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	All inventory and services are available to all Participating Entities
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	All inventory and services are available to all Participating Entities
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographic restrictions for products or services provided in this proposal.
33	Identify any Sourcwell 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?	All inventory and services are available to all Participating Entities
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No specific requirements or restrictions are in place for entities in Hawaii or Alaska. BMFA has successfully sold to buyers in both Hawaii and Alaska. The company has also had multiple inventory purchases from the State of Alaska.

**Table 7: Marketing Plan**

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>BMFA will use an omni-channel strategy to market the Sourcewell contract. For example, BMFA's sales and marketing teams will actively present and promote Sourcewell to our customers. In addition, BMFA will actively promote the Sourcewell contract through all of our digital marketing channels, e.g. Facebook, LinkedIn, Instagram.</p> <p>*Marketing Samples have been uploaded into the document upload section.</p>
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>BMFA is a robust user of digital marketing technologies. The primary point of entry for customers is our website, firetruckmall.com. BMFA also utilizes an array of social media platforms, email marketing, and digital content ads. As evidence, FireTruckMall.com consistently ranks as the number one website for the most relevant search terms. Further, through Fire Truck Finder®, BMFA controls the secondary-market fire truck content on over 60 websites in the fire industry.</p>
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>The Sourcewell-awarded contract will be presented to existing and potential customers in every situation that would benefit the customer in their process of fulfilling their needs. BMFA's sales representatives are skilled in identifying customer needs and promoting the contract's benefits.</p> <p>BMFA will count on Sourcewell to make known BMFA's products and services, and to assist with customers' legal and membership questions.</p>
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Yes. Participating Entities are able to participate in most of our offered services digitally.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Participating Entities do not require any specialized training to fully utilize the proposed services.
40	Describe any technological advances that your proposed products or services offer.	To retain its leadership role in the industry, BMFA continually invests heavily in systems and technology. For example, BMFA was an early-adopter of an enterprise resource planning system. As evidence, BMFA is routinely sought after by major players in the fire apparatus industry for advice about technological advances.
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.	Repurposing pre-owned fire apparatus is foundational to BMFA's business model. Efficient use of refurbishment and remounting processes extends the useful life of individual trucks and entire fleets, thus conserving community financial resources and lowering their carbon footprint.
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.	BMFA maintains standards set forth by the EPA and OSHA and relevant state agencies.  BMFA has not sought third-party eco-labels.
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.	None
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	BMFA's robust offerings of products and services has facilitated more used fire truck sales than any other company in the world. BMFA's proposed solutions utilize the latest in technology and digital marketing. This will be an added proven value solution to Sourcewell's Participating Entities

**Table 9A: 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?	Warranties are available for all inventory units sold, as well as remounted and refurbished vehicles. Inventory units are defined as any Apparatus owned by BMFA. Warranties are not available offered for any Apparatus owned by other parties, but brokered by BMFA.
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranties cover parts and labor for the repair of any major component failure in which the repair costs exceed \$3000. Warranties are only available for Apparatus owned by BMFA, also referred to as an "inventory apparatus". See the standard warranty clause included with inventory apparatus purchase agreements in the Warranty upload section
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes. Warranties do include travel and / or mileage expenses related to covered 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?	There are no geographic restrictions for warranties included with apparatus purchases in the United States or Canada. BMFA reserves the right to have 3rd party EVT certified technicians complete the needed warranty repairs. Doing so allows for a quicker response time to complete the needed 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?	Warranties included in the purchase of any inventory apparatus are available regardless of the apparatus manufacturer.
50	What are your proposed exchange and return programs and policies?	BMFA is proud to offer a condition guarantee with the purchase of any inventory apparatus. This guarantee ensures the apparatus purchased is in the condition described by BMFA, or noted by the Buyer during inspection. The following clause is noted on sales agreements: "Seller guarantees the apparatus shall be in the same general condition as was described in public listing, or noted during inspection on Month/Date/Year. If a significant change in condition occurs, Buyer has the right to void the agreement and receive a full refund of any deposits made to Seller."
51	Describe any service contract options for the items included in your proposal.	While uncommon, BMFA willing to include the cost of the annual testing and chassis service for the year following purchase.

**Table 9B: Performance Standards or Guarantees**

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

Line Item	Question	Response *
52	Describe any performance standards or guarantees that apply to your services	Each apparatus is processed through a multi-point inspection, assessing the condition of the undercarriage, tires, cab, warning lights, department of transportation-required lighting, body lighting, generator, pump, body and aerial device (if required). The apparatus is then road tested and fluids are inspected. All firefighting components are tested for full functionality. All apparatus are guaranteed to be inspected. All fire fighting components are inspected to the performance standards established by the National Fire Protection Association. BMFA guarantees a full condition report will be provided to the customer.
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	The industry standard for apparatus refurbishment is between 120 and 180 days. BMFA seeks to finish all repair and refurbishment work within 80 days of when a project begins. BMFA guarantees each apparatus receives a quality control inspection by a Master Emergency Vehicle Technician. BMFA is home to 5 Master ARFF technicians and 7 Master Fire Apparatus technicians, certified by the Emergency Vehicle Technician Certification Commission.

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

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods.	For the purchase of an apparatus a requirement of 25% with remaining balance due at time of pick up or delivery. Refurbishment customers will be presented with an invoice for parts and labor at the conclusion of job work completion.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	This proposal offers apparatus rental. Please refer to Table 14A, Response #70.	*
56	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.	A Copy of BMFA sales agreement has been uploaded into the Standard Transaction Document upload section as requested.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes. This is accepted at no additional cost.	*

**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 *
58	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.	BMFA offers product and service category discounts for Participating Entities. Details are shown on the Sourcewell Customer Pricing document uploaded in the Pricing Section.
59	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.	Pricing discounts are shown on the Sourcewell Customer Pricing document uploaded in the Pricing Section.
60	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity discounts apply to BMFA's brokerage service. Details are shown on the Sourcewell Customer Pricing document uploaded in the Pricing Section
61	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.	BMFA offers a wide range of parts and equipment that can be installed on an apparatus purchased through any of the programs and services on this contract. BMFA will honor the same labor and parts discounts as presented in this contract for Refurbishment as a Service (RaaS), Remount as a Service, and Collision repair. An itemized quote can be provided free of charge for any upgrade, customization, or installation projects.
62	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.	For the acquisition of fire apparatus from BMFA's inventory, there are no additional charges, except freight. All other costs associated are the responsibility of BMFA, not the Participating Entity.  For apparatus rental, Participating Entities are responsible for maintaining and insuring vehicles during the rental term through providers of their choosing.  For selling apparatus to BMFA, including the buybacks, Participating Entities are expected to provide a current pump test and aerial certification through providers of their choosing.
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	For the purchase or sale of fire apparatus, delivery costs are not the responsibility of the Participating Entity. For services, including leasing, delivery costs are the responsibility of the Participating Entity.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For the purchase or sale of fire apparatus, freight costs are not the responsibility of Participating Entities. BMFA is experienced in shipping fire apparatus to Alaska, Hawaii, Canada & offshore delivery points, utilizing BMFA-certified, third-party providers.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	BMFA is experienced in shipping fire apparatus which are over-dimensional, requiring specialized transportation equipment and permitting. BMFA utilizes third-party providers for these unique situations.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Pricing discounts are shown on the Sourcewell Customer Pricing document uploaded in the Pricing Section.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
67	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.	BMFA will employ its real-time, cloud-based enterprise system to capture and track all activity under the proposed contract, from initial contact with a Participating Entity, through transaction completion and the payment of the administrative fee. BMFA will report internally the real-time status of all contract opportunities. These records will provide an auditable, electronic trail, monitored with management reporting and controls.
68	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.	BMFA will track the number of opportunities generated, the number in the pipeline, close rate, and the amount of administrative fee due to Sourcewell.
69	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.)	Details of proposed fees are shown on the Sourcewell Administrative Fee document in the additional upload section.

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

Line Item	Question	Response *
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<p>70</p>	<p>Provide a detailed description of the equipment, products, and services that you are offering in your proposal.</p>	<p><b>USED APPARATUS PURCHASES:</b>                  BMFA, solely a used apparatus dealer, proposes a full range of used fire trucks from all manufacturers. BMFA is not restricted to any region or manufacturer, so Participating Entities have the option of buying apparatus built by all major manufacturers.</p> <p>BMFA, while also a broker on behalf of other sellers, owns 160-180 fire trucks at any given time. When including brokered listings, BMFA offers well over 1,300 products to our customers.</p> <p>Inventory trucks = BMFA owned apparatus                  Brokered trucks = Apparatus listed on behalf of another seller</p> <p><b>APPARATUS RENTAL/LEASE:</b>                  BMFA rents pumpers, aerials, and ARFFs. Renting is useful when a truck is needed on a temporary basis, or to provide budget flexibility. Both short-term and long-term rental contracts are available. BMFA anticipates paying a contract administration fee on rental transactions of 10% of lease payments when collected, up to a maximum of \$2,000 on any one lease agreement.</p> <p><b>BUY-BACK PROGRAM:</b>                  Guaranteed custom quote to purchase your truck at multiple intervals in the future given at time of original purchase. Price based on Current Market Data for like vehicles. Impacting factors include specs, estimated wear and tear and milage.</p> <p><b>REFURBISHMENT:</b>                  Reset service life extension of all systems or desired systems. Fabrication of body, plumbing, lighting for repair or upfit.</p> <p><b>COLLISION REPAIR:</b>                  Subframe, plumbing and body paneling assessment and manufacturing. Restoration of frame, structure, skin and compartments.</p> <p><b>AMBULANCE AND FIRE APPARATUS REMOUNTS:</b>                  Replace chassis, electrical, hardware, paint and graphics, while utilizing the existing ambulance box. The same process is performed utilizing the existing fire body of a fire apparatus.</p> <p><b>PUMP TEST:</b>                  BMFA will perform the annual pump test requirement. During the test we will engage the pump and inspect pump packings or mechanical seals, and adjust or replace as necessary.</p> <p><b>U.S.D.O.T. INSPECTION:</b>                  In accordance with the Federal Motor Carrier Safety Administration and the Department of Transportation, BMFA guarantees all vehicles receive and pass a "Part 396" inspection report and an annual vehicle inspection label.</p> <p><b>USED APPARATUS SALES:</b>                  Fire departments regularly surplus apparatus. As a market-maker, BMFA buys used apparatus for its own inventory. After a quality check, the fire department receives cash in a timely manner for their truck . BMFA has earned the reputation during its 20-year history for honest dealings with fire departments.</p> <p>Another option for disposing of surplus fire trucks is BMFA's brokerage service. Photos and details of the truck are featured on the company's widely viewed, searchable website. BMFA brings together buyers and sellers, selling more fire trucks than any other party. The brokerage fee is payable only when BMFA supplies the buyer and a transaction is completed.</p> <p><b>APPARATUS ACCESSORIES:</b>                  BMFA is capable of providing affixed equipment options, such as generators, light towers, scene lighting, etc. with the purchase of an inventory Apparatus. BMFA also guarantees a full complement of ground ladders, hard suction, and caps for intakes and discharges to be included with the purchase of any inventory apparatus. However, BMFA does not provide loose equipment, such as hose, pike poles, axes, extrication equipment, etc.</p> <p>*For an exhaustive listing of Apparatus Types, refer to the Breadth &amp; Depth document in the upload section.</p>
<p>71</p>	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Firefighting Apparatus and Fire Service Vehicles</p>

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

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

Line Item	Category or Type	Offered *	Comments	
72	Sale or purchase of used or pre-owned vehicles of the types described in Lines 74-76 below.	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Breadth & Depth document in the upload section	*
73	Brokerage or consignment of used or pre-owned vehicles of the types described in Lines 74-76 below.	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Breadth & Depth document in the upload section	*
74	Used and pre-owned fire fighting apparatus and fire service vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	For an exhaustive listing of Apparatus Types, refer to the Breadth & Depth document in the upload section	*
75	Used and pre-owned ambulance and emergency medical service vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Breadth & Depth document in the upload section	*
76	Used and pre-owned emergency service vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Breadth & Depth document in the upload section	
77	Equipment, options, accessories, and supplies complementary or incidental to the purchase of a turnkey or complete unit of the vehicle types described in Lines 74-76 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	See answer to Question 70	*
78	Services related to transactions involving the vehicle types, equipment, or products described in Lines 74-77 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	See answer to Question 70	*

**Table 15: Industry Specific Questions**

Line Item	Question	Response *	
79	Describe available installation, customization, or inspection services	BMFA's process of transforming used and pre-owned fire trucks suitable for a new fire department owner can entail extensive inspection and customization. BMFA has the technical capability of performing any installation, customization, or upgrade in compliance with the OEM guidelines and applicable standards from the year of manufacture (see Question 61 for additional information and pricing). Similarly, the collision, repair, remount and refurbishment services described herein include these same technical capabilities.	*
80	Describe available transport or delivery services	BMFA utilizes third-party agents for the transport and delivery of all apparatus. Each vendor has been thoroughly evaluated for industry-specific knowledge, fair pricing, and quality of service.	*

## Exceptions to Terms, Conditions, or Specifications Form

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

### Documents

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

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

- [Pricing](#) - Pricing- Brindlee Mountain Fire Apparatus.pdf - Wednesday December 08, 2021 09:22:41
- [Financial Strength and Stability](#) - Financial Strength & Stability - Brindlee Mountain Fire Apparatus.pdf - Wednesday December 08, 2021 09:23:02
- [Marketing Plan/Samples](#) - Marketing Samples- Brindlee Mountain Fire Apparatus.pdf - Wednesday December 08, 2021 09:23:21
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty Information- Brindlee Mountain Fire Apparatus.pdf - Wednesday December 08, 2021 09:23:35
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples- Brindlee Mountain Fire Apparatus.zip - Wednesday December 08, 2021 09:24:04
- [Upload Additional Document](#) - Additional Documents- Brindlee Mountain Fire Apparatus.zip - Wednesday December 08, 2021 09:24:34

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_2_Used_Fire_Ambulance_Emergency_Vehicles_RFP_120921</b> Tue November 9 2021 11:08 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Used_Fire_Ambulance_Emergency_Vehicles_RFP_120921</b> Wed October 27 2021 03:35 PM	<input checked="" type="checkbox"/>	1