

FORMAL COOPERATIVE PURCHASE AGREEMENT

THIS AGREEMENT (Agreement) is made and entered into EFFECTIVE _____, by and between CITY OF FRESNO, a California municipal corporation (City), and FIRE APPARATUS SOLUTIONS LLC, a California Limited Liability Company (Vendor).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. The Charter for the City allows for cooperative purchase agreements for materials, services, supplies and equipment. The City may use another government agency's agreement, as an exception to the competitive bidding process. The Parties agree that the Vendor has entered a contract with Sourcewell Contract #113021-RVG-4 (Original Government Contract). The Original Contract is attached hereto as **Exhibit A**.
2. Vendor's Obligation. Vendor shall provide those services and carry out that work described in the Invitation For Bids which is attached hereto as **Exhibit B** and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
3. City's Obligation. City shall make to the Vendor those payments described in **Exhibits A and B**, subject to all the terms and condition contained or incorporated herein
4. Notwithstanding the requirements that the Original Government Contract is fully binding on the Parties, the parties have agreed to modify certain non-material provisions of the Original Government Contract as applied to this Agreement between the Vendor and the City, as follows:
 - a) City's Insurance and Indemnity provisions attached as **Exhibit C**.
 - b) Address change for the City: Notwithstanding the address and contract information for the government entity as set out in **Exhibit A**, the Vendor agrees that notices and invoices will be sent to:

City of Fresno
Attention: Miguel Ramirez
2101 G Street, Bldg. F
Fresno, CA 93706
Phone: (559) 621-1126
E-mail: Miguel.Ramirez2@fresno.gov

c) Notwithstanding anything in **Exhibits A** and **B** to the contrary, this Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of California, excluding however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

d) All other provisions in the Original Government Contract are fully binding on the parties and will represent the agreement between the City and the Vendor.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

By: _____
Melissa Perales
Purchasing Manager
General Services Department

No signature of City Attorney required.
Standard Document **#GSD-S Formal
Cooperative Purchase Agt. (10-2023)**
has been used without modification, as
certified by the undersigned.

By: _____
Veronica Brandon
Procurement Specialist

ATTEST:
TODD STERMER, MMC
City Clerk

By: _____
Deputy Date

Addresses:
CITY
City of Fresno

Attention: Miguel Ramirez
2101 G Street, Bldg. F
Fresno, CA 93706
Phone: (559) 621-1126
E-mail: Miguel.Ramriez2@fresno.gov

Attachments:
Exhibit A - Original Government Contract
Exhibit B - Invitation For Bids
Exhibit C - City's Insurance and Indemnity

FIRE APPARATUS SOLUTIONS LLC, a
California Limited Liability Company

By: _____
Name: William Kalmikov

Title: President
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: _____
Name: Lety Kalmikov

Title: Secretary
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

Vendor:
Fire Apparatus Solutions LLC
Attention: Scott Beck
1762 S Sycamore Ave
Rialto, CA 92376
Phone: (402) 719-1243
E-mail:
Scottfasfire@gmail.com

EXHIBIT A
ORIGINAL GOVERNMENT CONTRACT

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Rev Group, Inc., 245 S. Executive Dr., Suite 100, Brookfield, WI 53005 (Supplier).

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;
- Timely response to all 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.

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

3. *Use; Quality Control.*

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

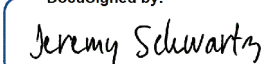
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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

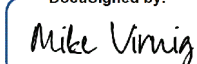
22. CANCELLATION

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

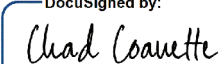
Sourcwell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 2/7/2022 | 9:18 PM CST

Rev Group, Inc.

DocuSigned by:

By: F3DD8D32408047A...
Mike Virnig
Title: Vice President Sales, REV Fire Group
Date: 2/24/2022 | 3:15 PM CST

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 2/24/2022 | 3:17 PM CST

RFP 113021 - Firefighting Apparatus and Fire Service Vehicles

Vendor Details

Company Name: E-ONE, Inc.
Does your company conduct business under any other name? If yes, please state: REV Fire Group
Address: 1601 SW 37th AVE
Ocala, FL 34474
Contact: Fred Cureton
Email: fred.cureton@revfiregroup.com
Phone: 352-895-0783
HST#: 59-1515283

Submission Details

Created On: Tuesday November 02, 2021 04:14:12
Submitted On: Tuesday November 30, 2021 16:23:32
Submitted By: Fred Cureton
Email: fred.cureton@revfiregroup.com
Transaction #: 95acac42-31d9-4719-9cb7-33441ff906f7
Submitter's IP Address: 192.222.31.157

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")	REV GROUP, INC. (REV FIRE GROUP Division).	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	E-ONE, INC., FERRARA FIRE APPARATUS, INC., KOVATCH MOBILE EQUIPMENT CORP., LADDER TOWER, SMEAL HOLDING LLC., SPARTAN FIRE, LLC., SPARTAN CHASSIS.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	REV FIRE GROUP, E-ONE, INC., FERRARA FIRE APPARATUS, KME FIRE APPARATUS, KOVATCH MOBILE EQUIPMENT CORP, LADDER TOWER, LTI, SMEAL HOLDING LLC., SMEAL FIRE APPARATUS, SPARTAN EMERGENCY VEHICLES, SPARTAN FIRE APPARATUS, SPARTAN FIRE, LLC., SPARTAN CHASSIS.	*
4	Proposer Physical Address:	REV Group, Inc. -245 S. EXECUTIVE DR., SUITE 100, BROOKFIELD, WI 53005 E-ONE, Inc. - 1601 SW 37th Ave., Ocala, FL. 34474 Ferrara Fire Apparatus - 27855 James Chapel Rd., Holden, LA 70744 KME Fire Apparatus - One Industrial Complex Nesquehoning, PA 18240 Spartan Fire, LLC. - 907 7th Ave North, Brandon, SD 57005 Smeal Holding LLC. - 610 W 4th St., Snyder, NE 68664 Ladder Tower - 68 Cocalico Creek Road, Ephrata, PA 17522 Spartan Chassis - 1541 Reynolds Rd, Charlotte, MI 48813	*
5	Proposer website address (or addresses):	REV Group, Inc. - www.revgroup.com REV FIRE GROUP - www.revgroup.com/rev-group-best-fire-truck-manufacturers E-ONE, Inc. - www.e-one.com Ferrara Fire Apparatus - www.ferrarafire.com KME Fire Apparatus - www.kmefire.com Spartan Fire, LLC, Smeal Holding LLC., Ladder Tower, and Spartan Chassis - www.spartaner.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mike Virnig, Vice President Sales, REV Fire Group 1601 SW 37th Ave., Ocala, FL 34474 mike.virnig@revfiregroup.com 352-861-3542 (Office), 562-587-1600 (Mobile)	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Fred Cureton, National Contract Manager, REV Fire Group 1601 SW 37th Ave., Ocala, FL 34474 fred.cureton@revfiregroup.com 205-680-4468 (Office), 352-895-0783 (Mobile)	*

8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	For E-ONE, Inc.; 1601 SW 37th Ave., Ocala, FL 34474 Fred Cureton, National Contract Manager, REV Fire Group fred.cureton@revfiregroup.com 205-680-4468 (Office), 352-895-0783 (Mobile) Larry Daniels, Director of Sales, ldaniels@revgroup.com, 352-861-3541 For Ferrara Fire Apparatus: 27855 James Chapel Rd., Holden, LA 70744 Eric Adams, Apparatus Sales, erica@ferrarafire.com, 225-567-7100 Jason Louque, Director of Sales, jasonl@ferrarafire.com, 225-567-7100 For KME Fire Apparatus: One Industrial Complex Nesquehoning, PA 18240 Anthony Maff, Senior Sales Support, tmaff@kmefire.com, 570-669-5595 Chris McClung, Director of Sales, cmcclung@kmefire.com, 352-502-6881 For Spartan Fire LLC., Smeal Holdings, LLC., and Ladder Towers: 907 7th Ave North, Brandon, SD 57005 Nicole Sateran, Sales Assistant, nicole.sateran@spartanmotors.com, 402-218-2762 Chris Wade, Director of Sales, chris.wade@spartanmotors.com, 404-218-2762 For Spartan Chassis: Stephen Carleton, Manager of Sales and Training, Spartan Motors 1541 Reynolds Rd, Charlotte, MI 48813 stephen.carleton@spartanmotors.com 517-588-4704 (Office), 570-657-5557 (Mobile)
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Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	REV Group® companies are leading designers and manufacturers of specialty vehicles and related aftermarket parts and services. Our companies serve a diversified customer base, primarily in the United States, through three segments: Fire & Emergency, Commercial, and Recreation. They provide customized vehicle solutions for applications, including essential needs for public services (ambulances, fire apparatus, school buses, and transit buses), commercial infrastructure (terminal trucks and industrial sweepers) and consumer leisure (recreational vehicles). REV's diverse portfolio is made up of well-established principal vehicle brands, including many of the most recognizable names within their industry. Several of our brands pioneered their specialty vehicle product categories and date back more than 50 years. REV Group trades on the NYSE under the symbol REVG. REV Group manufactures more than 20,000 specialty vehicles every year — a testament to the trust placed in our products. E-ONE, Inc. has been in business since 1974. Ferrara Fire Apparatus has been in business since 1987. KME Fire Apparatus has been in business since 1980 but it's founders had been in the transportation business since 1948. Spartan Fire, LLC./Spartan Chassis has been in business since 1975. Values: DO WHAT'S RIGHT - We act with integrity and transparency, always. We keep our commitments and earn trust through our actions. SAFETY IS LIFE - The safety of our people and those who travel in our vehicles is our top priority. It's more than the way we work, it's a way of life. For our employees this includes weekly safety bulletins, required protective clothing (steel toe shoes, safety classes, ear plugs, etc.), fall restraints, wellness health screenings, optional vision and dental coverage, optional long term illness coverage, and even optional pet coverage. For our end users, our products must be designed and built to meet current industry standard, must provide the level of firefighter safety in their design, must be of the highest quality offered in the industry, and must provide value for Sourcewell members. BUILD LASTING TRUST - Customers depend on our vehicles and support through the entire lifecycle of their purchase. We will build that trust through transparency and respect and by providing quality vehicles and attentive service. THINK LIKE AN OWNER - Each of us plays a vital role in our success. We innovate, execute and use our resources wisely to create value for our stakeholders. WIN AS ONE - We value diversity in our teams, respect alternative perspectives and are accountable to each other to fulfill our goals. We recognize employees for performance excellence by promoting from within when possible, recognizing our Veterans during annual luncheon, recognizing excellence thru attendance, and performing annual evaluations. Our brands are social responsible companies in that we support local community initiatives (parades, marathons, civic activities, fundraisers), and responding to emergencies caused by natural disasters.
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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.	See attached PDF named REV GROUP (REV Fire Group) Financial Strength and Stability. Press Release on financials (see also attached SEC filing and investor presentation). ROCKFIELD, Wis., September 08, 2021--(BUSINESS WIRE)--REV Group, Inc. (NYSE: REVG), a manufacturer of industry-leading specialty vehicles, today reported results for the three months ended July 31, 2021 ("third quarter 2021"). Consolidated net sales in the third quarter 2021 were \$593.3 million, representing an increase of 1.9% compared to \$582.2 million for the three months ended July 31, 2020 ("third quarter 2020"). The increase in consolidated net sales was primarily due to an increase in net sales in the Recreation and Commercial segments partially offset by a decrease in net sales in the Fire and Emergency ("F&E") segment. The company's third quarter 2021 net income was \$23.7 million, or \$0.36 per diluted share. Adjusted Net Income for the third quarter 2021 was \$24.5 million, or \$0.37 per diluted share, compared to Adjusted Net Income of \$6.3 million, or \$0.10 per diluted share, in the third quarter 2020. Adjusted EBITDA in the third quarter 2021 was \$41.6 million, compared to \$21.4 million in the third quarter 2020. The increase in Adjusted EBITDA during the quarter was driven by increased contribution from the F&E and Recreation segments partially offset by a decrease in the Commercial segment. Fire & Emergency Segment F&E segment net sales were \$269.5 million in the third quarter 2021, a decrease of \$37.2 million, or 12.1%, from \$306.7 million in the third quarter 2020. The decrease in net sales compared to the prior year quarter was primarily due to decreased shipments of fire apparatus and ambulances units compared to the prior year quarter related to supply chain disruption and labor constraints. F&E segment backlog at the end of the third quarter 2021 was \$1,229.5 million, an increase of \$189.8 million compared to \$1,039.7 million at the end of the third quarter 2020. The increase was primarily the result of continued strong demand and order intake for fire apparatus and ambulance units. F&E segment Adjusted EBITDA was \$15.8 million in the third quarter 2021, an increase of \$2.9 million, or 22.5%, from \$12.9 million in the third quarter 2020. Profitability within the segment benefited primarily from cost and efficiency improvements and lower selling, general and administrative ("SG&A") costs, partially offset by lower sales volume and inefficiencies resulting from supply chain disruptions and labor constraints. Working Capital, Liquidity, and Capital Allocation Cash and cash equivalents totaled \$9.2 million as of July 31, 2021. Net debt² was \$240.8 million, and the company had \$276.8 million available under its ABL revolving credit facility as of July 31, 2021, an increase of \$53.1 million as compared to the April 30, 2021 availability of \$223.1 million. Trade working capital³ for the company as of July 31, 2021 was \$405.5 million, compared to \$449.9 million as of July 31, 2020. The decrease was primarily due to decreased accounts receivable and decreased inventory partially offset by decreased payables. Capital expenditures in the third quarter 2021 were \$5.3 million compared to \$2.0 million in the third quarter 2020. Share Repurchase Program On September 2, 2021, the company's board of directors approved the authorization of a new share repurchase program that allows the repurchase of up to \$150.0 million of the company's outstanding common stock, effective immediately. The share repurchase authorization expires in 24 months and gives management the flexibility to determine conditions under which shares may be purchased. Quarterly Dividend The company's board of directors declared a quarterly cash dividend in the amount of \$0.05 per share of common stock, which equates to a rate of \$0.20 per share of common stock on an annualized basis, payable on October 15, 2021, to shareholders of record on September 30, 2021.
12	What is your US market share for the solutions that you are proposing?	REV Fire Group = 25.86% U.S, 25.39% North America *
13	What is your Canadian market share for the solutions that you are proposing?	REV Fire Group = 20.00% Canada *

14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO.	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We are best described as a manufacturer and service provider. In most cases dealers are contracted to represent our brands in designated/agreed territories (U.S., Canada, and International locations). These territories differ in size based on each dealership's capability. Dealers then provide sales, service, and parts support. Dealers issue purchase orders for requested products/services and resell these to the end user/member. Each dealer is an independent business and each have their own employees/facilities. Where dealers are under contract to represent our brands it is our expectation the Sourcewell member will issue purchase orders directly to our authorized dealer. These dealers are listed on the dealer list for each respective brand. There are two additional scenarios: 1. In cases where there is no dealer coverage each brand provides a direct company employee to manage the sales and service of customers/members in these areas. In these cases the contract will be thru the respective brand and the Sourcewell member would issue the purchase order directly to the brand. 2. In cases where the REV Group has local facilities, these employees are company employees who provide sales, service, and parts to customers/members within their area of responsibility. The Sourcewell member would issue their purchase order to the REV RTC facility just as it were an approved dealer.	*
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.	License requirements vary across North America. The REV Group and its dealer representatives are expected to adhere to all requirements be it a business license, insurance requirements, sales representative licensing, or service technician certification.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	E-ONE currently holds a Notice of ULC and/or NFPA Audit Completion and Authorization to Apply VIP Sticker issued December 30, 2015 for both the Ocala and Hamburg facilities, is ANAB accredited for International Management Systems certificate number IMS-0020, is ISO 9001:2015 certified with a certificate valid thru July 30 2024, and holds a 2021 FAMA Certificate of Membership. See the attached for additional detail. Gary Pacilio (E-ONE, Inc.) is on the 2021 FAMA Board of Directors as the Treasurer, Bert McCutcheon (Ferrara Fire Apparatus) is on the 2021 FAMA Board of Directors as the Director-at-Large, Roger Lackore (Spartan Fire, LLC) is the FAMA committee chair of the Technical Committee.	*
19	What percentage of your sales are to the governmental sector in the past three years	As it relates to fire apparatus, a very high percentage (probably 90% +). Most apparatus are sold to government, municipal, city, and county entities.	*
20	What percentage of your sales are to the education sector in the past three years	As it relates to fire apparatus; None in the formal education sector. We sometimes sell fire apparatus to support fire training academies but these are typically purchased through the municipal side of the business.	*

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?	As it relates to fire apparatus: Totals for REV Fire Group = \$555,579,245 Sourcewell (Based on delivered units - E-ONE 2018=\$768,854, 2019 = \$1,604,379; E-ONE 2020 = \$7,314,034; E-ONE 2021 YTD = \$11,372,360 E-ONE has quoted a total of \$71,643,085 and booked \$58,812,849 or 82.09% of quoted. Ferrara has not delivered any apparatus sold thru Sourcewell. KME has not delivered any apparatus sold thru Sourcewell Spartan reports Sourcewell sales as follows: 2019 = \$28,992,914; 2020 = \$31,246,024; and 2021YTD = \$53,117,860 Florida Sheriffs - Totals for REV Fire Group: 2019 = \$21,701,882; 2020 = \$13,332,720; 2021 YTD = \$1,460,807 FCAM/MAPC - Totals for REV Fire Group: 2020 = \$6,348,619; 2021 YTD = \$4,385,656 HGAC - Totals for REV Fire Group: 2019 = \$59,700,417; 2020 = \$66,851,936; 2021 YTD = \$37,905,966 LaMAS (Ferrara Only) - Totals for REV Fire Group - 2019 = \$16,697,950; 2020 = \$39,945,556; 2021 YTD = \$16,584,214 NASPO - Totals for REV Fire Group: 2019 = \$7,160,834; 2020 = \$7,357,335; 2021 YTD = \$3,647,860 North Carolina Sheriffs - Totals for REV Fire Group - No sales NJ Start - Totals for REV Fire Group: 2019 = \$0.00; 2020 = \$873,240; 2021 YTD = \$5,283,681 NPPGOV - Totals for REV Fire Group - No sales Ohio STS - Totals for REV Fire Group - 2019 = \$10,021,008; 2020 = \$4,573,412; 2021 YTD = \$7,485,321 PA Costars - Totals for REV Fire Group - 2019 = \$528,482; 2020 = \$4,927,186; 2021 YTD = \$1,620,885 Texas Buy Board - Totals for REV Fire Group: 2019 = \$3,831,135; 2020 = Zero Sales; 2021 YTD = No Sales	*
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?	Not all brands participate in GSA pricing. Ferrara and KME currently have GSA schedules while E-ONE and KME have DLA Troop contracts. For E-ONE: USAF, Georgia, Fire Apparatus, 16 vehicles on 5 separate PO, \$8,635,579 total; US Army, Washington DC, Fire Apparatus, 9 vehicles on 2 separate PO, \$4,160,375 total; US Navy, Washington DC, Fire Apparatus. 2 vehicles on 1 PO, \$1,532,942 total; New Hampshire Training Academy, NH, 1 vehicle, \$845,726.00 For KME: US Army National Guard, Military, Washington, DC, (20) Type 3 Wildland vehicles \$359,052 each or \$7,181,055.92 total; US Army, Military, Washington, DC, (7) Water Tankers \$317,153.89 each or \$2,220,077.29 total; USMC, Military, Washington, DC, (5) Water Tankers \$313,626.60 each or \$1,568,183.00 total; US Army National Guard, Military, Washington, DC. (8) Wildland vehicles \$296,264.50 each or \$2,370,116.00 total; USMC, Military, Washington, DC. (4) Wildland vehicles, \$496.260.00 each or \$1,985,040.00 total. For Spartan (Top States); State of TX (pumpers, aerials, platforms) = 43 Units/ \$24,158,085 State of PA (pumpers, tillers, water towers) = 27 Units/\$18,451,964 State of NC (pumpers, aerials, platforms) = 23 Units/\$17,218,037 State of CA (pumpers) = 24 Units/\$14,684,004 State of MI (pumpers, aerials) = \$13,731,604	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City of Albuquerque, NM	Nathaniel Meisner	505-934-8721	*
County of San Diego, CA	Jimmy Steel	619-851-5722	*
Fire Department of New York, NY	Mark Aronberg	718-784-6500	*
City of Asheville Fire Department, NC	Jeremy Knighton	828-552-2071	
City of Atlanta Fire Department, GA	Derek Harris	404-597-0418	

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 *	
City of Baton Rouge	Government	Louisiana - LA	Pumpers, Rescues, and Aerials	10 Units	\$7,270,787.00	*
City of Birmingham	Government	Alabama - AL	Pumper and Aerials	12 Units	\$8,647,814.00	*
City of San Francisco	Government	California - CA	Pumpers and Aerials	8 Units	\$6,144,801.00	*
U. S. Army	Government	District of Columbia - DC	Wildlands	20 Units	\$7,181,055.92	*
U. S. Air Force	Government	Georgia - GA	Misc Vehicles	16 Units	\$8,635,579.00	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
25	Sales force.	The REV Fire Group have a confirmed 533 full time sales associates and another 223 part time sales associates. There were however several dealers who did not provide this additional information so the number would be higher. This accounts for all reported brands, dealers, service centers, and Spartan OEMs within the U.S. and Canada.	*
26	Dealer network or other distribution methods.	The REV Fire Group has 36 dealers representing the E-ONE brand, 20 dealer representing the Ferrara Fire brand, 30 dealers representing the KME Fire brand, 28 dealers representing the Spartan Fire, LLC brand, and 37 OEMs representing the Spartan Chassis brand. Several dealers represent two or more brands but usually specialize in one brand over the other due to their past experience. The 37 OEMs will play a key part in adding Spartan chassis as a new product offering for the REV Group/REV Fire Group. Spartan chassis has never been offered on any other cooperative purchasing contract. These 37 OEMs will be able to work with members to provide chassis pricing for apparatus re-chassis, accident repairs, apparatus upgrades, or body remounts. See the attached dealer list/dealer survey results.	*
27	Service force.	The REV Fire Group have a confirmed 519 Emergency Vehicle Technicians (EVTs) and another 665 non-EVT technicians. As stated above, not all dealers responded to our survey so the number is actually higher. This accounts for all reported brands, dealers, service centers, and Spartan OEMs within the U.S. and Canada.	*

28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The typical process if for the member to work with the local brand dealer/representative to configure the apparatus to meet their mission, their design requirements, and their budget. The configuration is normally sent for review by the engineering team for approval/changes. Once the member agrees on the configuration and the quoted amount they place the order with the brand dealer/representative. The order is accepted, the member works with the brand and dealer representative to set up a date for a pre-build conference. During the pre-build conference the member can voice concerns or needed changes. The configuration is tweaked to meet any required changes. The updated configuration/price/drawings are presented to the member for his approval. A purchase order is issued by the member to the brand dealer and the dealer submits the order to the brand manufacturer. If there is no dealer involved, then the transaction would be the same except directly with the brand manufacturer/sales representative. Terms are COD when the completed apparatus leaves the manufacturer to be delivered.	*
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.	For service, parts, or customer service needs the member is always encouraged to first contact their local dealer representative. Most dealers and REV Group brands are open during normal daily business hours and respond quickly. Most offer after hour customer support should the member have an issue which needs to be addressed after normal business hours. Each brand and dealer have either toll free customer service numbers or an answer service able to get the correct person to respond.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	The REV Group/REV Fire Group has a distribution channel eager to service Sourcewell members anywhere in North America. Our 151 dealers/OEMs are ready and willing to work the the members to meet apparatus and apparatus support needs. With out vast array of available products, we are sure we can match our offerings to the members wants and needs.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	During our last contract with Sourcewell we have eagerly supported the Canadian market by attending Canadian conferences and meeting with procurement professionals at the Ontario/Sourcewell joint conference. We support the CANOE initiative to promote Sourcewell's U S contracts and to adopt them as theirs. Business wise, we will need to adjust our U. S. pricing to reflect differences in currency, provide the additional testing for Canadian compliance, and collect for recycle fees imposed on batteries and tires.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	While some areas can be very remote, we have always entertained answering the call where there is a need.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no entity sectors we will not serve and we have nothing limiting our participation in the Sourcewell contract.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We currently serve both areas. One key difference would be delivery cost when shipment of an apparatus is needed. Our estimated driveway cost is to deliver the vehicle to the port. Cost to prepare and ship the vehicle over water or via airlines is at the members expense in addition to our normal driveway expense.	*

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.	The REV Fire Group recently hired Natalie Childress as Senior Director of Marketing. She will partner with REV Fire Group's Vice President of Sales, Mike Virnig, and divisional teams to evolve brand strategy and consumer experience for the group's fire truck brands. Childress has more than nine years of marketing and brand experience, including five years of marketing and business development leadership experience. She most recently served as the Business Strategy Manager for Mastercraft Boat Company, driving global brand building and strategy. Prior to, Childress held progressive roles with a focus on cross-functional branding, product marketing and owners' experience within Sea Ray, part of Brunswick Corporation. She was recognized as a 40 Under 40 Marine Industry Leader this year by Boating Industry. She will be instrumental in leading us during our transition from a single brand within the Sourcewell contract to a multi-brand contractor. It will be important Sourcewell members understand REV Fire Groups capabilities and how each brand has responded as part of the RFP. Our goal would be for each brand to be linked from the Sourcewell awarded contract so members can view each brands product and service offerings versus only seeing an overview of all the brands as one.
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Social media and digital advertising will be key to communicating to Sourcewell members our capabilities, our products, our services, and our brands.
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?	It is important Sourcewell and the REV Fire Group brands work jointly to promote our partnership to serve the needs of the member base, and to recruit new members as we go forward. We currently promote Sourcewell and encourage our dealer partners to actively discuss all the opportunities for providing products and services to their organization under a single contract umbrella.
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.	At this time only our parts procurement system provides e-procurement. The complexity of custom designing a fire apparatus is a programmers nightmare as the number of engineering rules has to change as each option is chosen. The programming must look for multiple options being selected for the same space, components hitting each other due to their movement, and another set of complicated rules to govern operation safety.

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.	As part the REV Group/REV Fire Group proposal, we are offering the following solutions in addition to our fire apparatus: Leasing - with REV Finance, other third party leasing companies within our industry, local banks or other third party financial institutions the member wishes to pursue. Parts contracts. Service contracts. Accident repairs. Apparatus refurb/upgrades. Vehicle trade-ins. This could be thru REV, the local dealer, or a third party vendor willing to purchase the vehicle. Maintenance contracts. Brand specific extended warranties. Vendor specific extended warranties. Training located at the brand's facilities or remotely offered at a location designated by the member. Training can be based on maintenance of the vehicle, operation of the vehicle, or as a refresher course where maintenance, safety, and operation are covered. Three days of training is standard and required to be performed by factory trainers on all aerials, industrial pumps, and ARFF vehicles.

40	Describe any technological advances that your proposed products or services offer.	As part of the REV Group our other divisions are making great strides in electric vehicle (EV). For example: ENC® DEBUTS THE AXESS BATTERY ELECTRIC BUS (BEB) AT APTA EXPO THE FIRST EV BUS THAT IS ZERO EMISSIONS AND ZERO CORROSION. October 25, 2021 Link: https://www.revgroup.com/blog-single/enc-debuts-the-axess-battery-electric-bus-beb-at-apta-expo-the-first-ev-bus-that-is-zero-emissions-and-zero-corrosion REV GROUP'S COLLINS BUS ENTERS MULTIYEAR AGREEMENT WITH LIGHTNING EMOTORS FOR ELECTRIC SCHOOL BUSES. August 31st, 2021 Link: https://www.revgroup.com/blog-single/rev-groups-collins-bus-enters-multiyear-agreement-with-lightning-emotors-for-electric-school-buses CAPACITY TRUCKS® INTRODUCES FIRST NORTH AMERICAN HYDROGEN FUEL CELL ELECTRIC HYBRID TRUCK BUILT FROM THE GROUND UP. August 26th, 2021 Link: https://www.revgroup.com/blog-single/capacity-trucks-introduces-first-north-american-hydrogen-fuel-cell-electric-hybrid-truck-built-from-the-ground-up REV FIRE GROUP® TO SHOWCASE LATEST IN FIRE APPARATUS AND UNVEIL WORLD OF INNOVATION AND PROTECTION AT FDIC 2021. August 5th, 2021 Link: https://www.revgroup.com/blog-single/rev-fire-group-to-showcase-latest-in-fire-apparatus-and-unveil-world-of-innovation-and-protection-at-fdic-2021 This showcase included the following: 1. Smart Reach™ Multi-Stance™ System: Through augmented reality, attendees can experience firsthand this patented new Smeal ladder and outrigger control system that offers 360-degree, no dead-zone functionality on aerials that can be adapted to the scene while maintaining full reach. The Smart Reach control console provides real-time data, and its electric and hydraulic aerial controls offer the ultimate in smooth operation. It also offers Advance Rung Lighting, a series of RGB LED light strips that can have customized patterns running the length of the ladder. 2. Smart Flo™: This integrated pressure governor system for fire apparatus allows control of both water flow and foam from one location. It features a one-button pump shift for ease of operation, automatic pump protection and a camera display of the officer's side, offering firefighters total control at any fire scene. 3. ECO IDLE-TEC™: This idle reduction system specifically designed for fire apparatus shuts off the main engine during EMS and rescue calls, eliminating loud diesel engine noise and exhaust while maintaining power for lighting, air conditioning and more. This reduces operating costs, protects the environment, and improves driver safety and comfort. 4. Active Air Purification System: Designed with advanced Photohydroionization® (PHI Cell) and UV technology, these units kill 99 percent of pathogens, including the virus which causes COVID-19, in the air and on surfaces delivering better air quality and a safer cab environment for your crew. This technology has been recently expanded with the introduction of E-ONE's newest product, the industries first all electric fire truck. Press release link: https://www.revgroup.com/blog-single/rev-fire-group-receives-order-from-the-mesa-fire-and-medical-department-for-an-eone-vector-north-americas-first-fully-electric-fire-truck-	*
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.	The REV Group is a leader in providing new products and technology which contribute to the green footprint needed to protect our environment. We promote recycling of all that is possible. REV recently released an occupant air purification and filtration systems to help reduce risk to toxins and viruses. This can be retrofitted to any vehicle manufactured. It removes 99% of impurities and treats the air for bacteria such as Covid 19.	*
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.	We do not have any 3rd party issued eco-labels. We do not see much of this in our industry even though you may provide the latest in technology such as our all electric fire truck.	*
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.	We do not tract this. We do however look to do business with those companies which provide value for our customers. REV Group rewards women for doing a great job by promoting them as managers. REV Group honors our vets by having yearly luncheons and acknowledging their service to our country.	*

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?	I think we have the best cradle to grave offering for your members. With the REV Group/REV Fire Group providing options from 7 fire apparatus brands, we are sure your members can find what they need. As custom builders we pride ourselves in exceeding the members expectations. Our total solutions include parts contracts, service contracts, training, accident repairs, apparatus refurb, upgrades, and remount. The addition of adding the Spartan chassis separately from a complete apparatus should provide your members one additional solution if they are looking to extend the life expectancy of their current vehicles.	*
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Table 9: Warranty

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

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes with limited time periods	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Since warranty is a legal document with legal responsibilities, we do provide specifics related to lack of maintenance, abuse, neglect, misuse, and/or failure to notify. In some cases there may be certain inspections which must be performed to keep the warranty in force.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Typically the selling dealer will service their sales territories. Each brand does support the distribution channel with factory based technicians. In cases where a problem is hard to remedy, both the dealer and the manufacture will team up to resolve the issue.	*
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?	It depends on the severity and the approval extended by the supplier. We prefer to be a one stop shop for the member if he has a problem. In many cases the supplier requires the failure to be repaired by their technicians at their location.	*
50	What are your proposed exchange and return programs and policies?	Please see the attached document for this section.	*
51	Describe any service contract options for the items included in your proposal.	Service contract will normally be between the member and the selling dealer. In some cases service contracts can be thru the manufacturer. This scenario could be an option where there is a highly technical component of the apparatus the dealer may not have the expertise to correct. We offer extended warranties, drive train warranties, vendor component extended warranties, and third party extended warranties.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods.	Payment terms are COD at the time the apparatus leaves the plant for delivery to the customer. The selling dealer however may provide additional times based on the contract with the member. This could range from COD to 30+ days.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	The REV Group has our own internal finance company. We also use third part providers when asked to provide leasing quotes. We also recommend the member check with local lending institutions to make sure they are taking advantage of all resources to obtain the most competitive rates.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	All brands would provide a quote to the member based on their custom configured apparatus. There would be contract between the selling dealer/manufacture and the member. Worksheets are typically used to calculate the agreed discount and the customer should receive a customer summary sheet if requested.	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Most of our brands do accept P cards with no additional cost involved. We do however have some brands who do not.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing model discounts are based off MSRP minus a percentage or a flat discount on certain market specific products where discount are not normally offered. The pricing includes up to \$5,000 for driveway, PDI, and dealer delivery and training. Taxes, trips, pre-pay discounts, multiple quantity discounts, and trade-ins are not included in these prices but will change the price to the member if part of the order.	*
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing discounts range from 3% to 20% depending on the brand and the product offered. In some cases a flat fee discount is offered which ranges from \$5,000 to \$15,000.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	Depending on the model of the apparatus and the overall deal, multiple unit discounts could be offered starting at around 1% more per unit. This would be affected by the mix and the quantity of the apparatus purchased.	*
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	If the sourced items are items supplied by the brand, these would be treated as a part of the apparatus and the same discount would apply based on the model of the apparatus. For items purchased as loose equipment or customer requested items, these would be provide at cost with a 30% or less markup.	*
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Driveway up to \$5,000 is included and will be adjusted up or down based on the actual cost plus a \$200 admin fee. For shipments where the apparatus has to be shipped or flown to it's destination, these additional cost over and above getting the vehicle to the port would be the responsibility of the member. Pre-build and inspection trips are not included. Taxes are not included. NFPA requires we provide 3 days of training on all aerials, industrial pumpers, and ARFFs which is include in the quote. All other training is provided by the selling dealer.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	As stated above, we have included up to \$5,000 allowance for delivery on each unit. If the actual price to deliver is less, the member will receive a credit. If the actual price is more, the member will be responsible for the added expense. This is also true for PDI and Dealer Delivery and training. We have included values within the quote for different models but the member could be billed more or provided a credit depending on the actual cost.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As stated above, our standard quote includes delivering the apparatus to the port. Cost associated with completing the delivery is on a case by case basis depending on the additional requirements set by the member. We would provide a quote for their approval.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Nothing unique. We provide delivery of the vehicle as requested by the end user. If the apparatus is being shipped on a boat, the member might request the apparatus be wrapped and/or loaded in a container. The expense for these items would be based on a case by case basis and would differ based on the type vehicle, weight, size, and market price at the time of the shipment.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	While we must be competitive on all cooperative procurement contracts, ultimately the market and the competition drive our pricing to your members. The key is which contract you use, its simplicity, and the support from the management team with the respective contract. Sourcewell is our go to contract.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We use a self audit spreadsheet which gives the selling dealer a go/no go visual indicator of their compliance to the contract. The goal of the spreadsheet was to communicate how the numbers were calculated and to show the customer we met or exceeded the contracted discounts within the RFP.	*
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We track sales proposed as Sourcewell contracted business versus actual booked business. Currently this information can be sorted by quote number, truck number, customer, state/province, apparatus model, date sold, delivered/not delivered, and/or selling dealer.	*
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	.75% of the contracted amount with admin fee ceilings based on the following: All commercial chassis products (except aerals) = \$1500.00 max All custom chassis products (except aerals) = \$1750.00 max All aerals = \$2000.00 max All apparatus accident repairs/re-chassis/body remount, apparatus upgrades, and Spartan chassis quotes = \$1750.00 max Combinations of multiple apparatus purchased via the same purchase order = \$2000.00 max. The above admin fees were chosen to compete with the many other cooperative contracts the member would have at their disposal. If you use a straight percentage of 1% the admin fee will be too high and the member will move to the more competitive contract. Thus, the purchase will not be booked thru Sourcewell. Parts and service programs/contracts as per the following:	*

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

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	As it relates to fire apparatus: The REV Group and its multiple fire apparatus brands (REV Fire Group) offer Sourcewell members a wide variety of models. These include brush trucks, urban interface units, crew haulers, air and light units, light rescues, medium rescues, heavy rescues, combo rescues, walk-in/walk around rescues, command vehicles, hazmat vehicles, pumpers, rescue pumpers, wet side tankers, dry side tankers, vacuum tankers, elliptical tankers, aerial booms, aerial ladders, aerial platforms, ARFF units, ARFF foam testing units, and Rhino turrets. In addition to apparatus, we offer service/maintenance, parts, training, refurbishment/upgrades, accident repair services, and any other new/product or service agreed upon by the member and fits within the scope of the RFP. As it relates to Spartan Chassis - these chassis' are offered by many fire apparatus manufacturers which are not part of the REV GROUP/REV Fire Group. In most cases they are competitors of the REV Fire Group. That said, within the scope of the RFP, we wanted to provide our dealer partners and Spartan Chassis' OEMs the option to offer chassis upgrades, re-chassis options, wreck repairs, and body remounts on a new Spartan chassis via the Sourcewell contract, thus eliminate the requirement of going out to bid.. The agreed discount and admin fee would only be based on the chassis quote. All other expenses, labor, parts, and loose equipment would be listed separately from the chassis line item quote, must be approved by the Sourcewell member, and fit within the scope of the RFP.
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	For fire apparatus - we offer leasing, trade-ins, pre-pay discounts, and multiple unit discounts. For leasing this would be handled thru REV Leasing, one of many third party leasing companies within the industry, or through local institutions agreed upon by the member and fits within the scope of the RFP. For service/parts purchases - these would brand specific new parts, vendor supplied parts, brand/dealer supplied parts/loose equipment, brand/dealer supplied PPE/fire fighting support equipment, services (other-TBD) where the need expressed by the member fits within the scope of the RFP, and any volume discounts which may apply. For Product Life Cycle Extension Services - these would include wreck repairs, apparatus upgrades, apparatus refurbishes, dealer/third party annual aerial inspection/certification, dealer/third party annual pump testing, and dealer/third party contracted services (other-TBD) where the need expressed by the member fits within the scope of the RFP. For Extended Warranties - these would included warranties offered specifically by the brand (base warranty extensions and/or bumper to bumper warranties, third party drivetrain warranties, vendor supplied extended warranties, or additional warranties requested by the member and falls within the scope of the RFP. Contract Services - these would be brand provided service contracts, training offered by each brand, service contracts negotiated with our dealer partners, parts contracts negotiated with our dealer partners, training services negotiated with our dealer partners, or any added contract services agreed upon by the member and fits within the scope of the RFP.

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

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

Line Item	Category or Type	Offered *	Comments	
70	Firefighting apparatus and service vehicles, of all types, such as: pumper/engine, initial attack, mobile water supply, aerial, quint, special service, mobile foam, command and communications, and purpose-built firefighting or rescue trailers	☒ Yes ☐ No	Do not offer rescue trailers.	*
71	Wildland fire apparatus, of all types, such as: fire suppression equipment, mobile water supply, and crew carriers	☒ Yes ☐ No	All of the mentioned including brush trucks and initial attack vehicles.	*
72	Aircraft rescue and firefighting vehicles	☒ Yes ☐ No	Also providing a mobile foam tester.	*
73	Purpose-built chassis and vehicle components for firefighting apparatus and fire service vehicles	☒ Yes ☐ No	Offering brand specific chassis for wreck repair, refurb, and chassis upgrades. Also offering Spartan custom built chassis as additional option for re-chassis solutions.	*
74	Equipment, options, accessories, and supplies complementary or incidental to the purchase of a turnkey or complete unit of the types described in Lines 70-72 above	☒ Yes ☐ No	Offered thru the manufacturing brand or selling dealer.	
75	Services related to the offering of the solutions described in Lines 70-74, including installation, customization, remount, refurbishment, inspection, repair, maintenance, training, and support	☒ Yes ☐ No	All of the items are offered. Also offering accident repairs.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
76	Describe available service and repair options for the equipment and products offered in your proposal.	A list of dealers and service locations is provided. Depending on the dealer's capabilities added services may be available. This could include pump testing, aerial testing, air pack testing/repair, upfitting, and/or wreck repair.
77	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	A list of dealers and service locations is provided. Depending on the dealer's capabilities these added services may be available. If not available at the dealer location the manufacturing brand could provide labor and material quotes based on the requested repairs.
78	Describe your compliance with US standards for the equipment and products offered in your proposal, including applicable federal and state requirements.	Most of our manufacturing facilities are ISO9001 Quality Certified All vehicles must be built to NFPA 1901 or 1906. We provide the member a Letter of Compliance and any item requested not meeting these standards is listed as non-compliant whereas the member and/or dealer must sign and dictate who is responsible for correcting the deficiency prior to putting vehicle in service. See attachments. All ARFFs must meet NFPA 414 and NFPA 412 Standards. Some facilities undergo and pass the UL Inspection Program (VIP) for NFPA 1901. See attachments. Must meet FMVSS—Federal Motor Vehicle Safety Standards All custom cabs must meet the Economic Commission for Europe (ECE) R-29 cab crash testing. Society of Automotive Engineers (SAE) Standards where specified. Underwriters Laboratories (UL & ULC) Federal Aviation Administration (FAA) AC 150/5220-10 for ARFF
79	Describe your compliance with Canadian standards for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	The same as U.S. built units but with the following additional testing requirements: Must meet ULC S515 for all apparatus sold in Canada. Must meet CMVSS—Canadian Motor Vehicle Safety Standards International Civil Aviation Organization (ICAO) Units delivered in Canada must also pass a required motor vehicle test prior to unit being put into service.

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

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

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as 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](#) - REV Group_ E-ONE Apparatus Models_Pricing_Discounts Updated.pdf - Tuesday November 30, 2021 15:44:05
 - [Financial Strength and Stability](#) - REV GROUP (REV Fire Group) Financial Strength and Stability.pdf - Tuesday November 30, 2021 15:15:51
 - Marketing Plan/Samples (optional)
 - [WMBE/MBE/SBE or Related Certificates](#) - REV Fire Group Certifications.pdf - Tuesday November 30, 2021 15:47:00
 - [Warranty Information](#) - REV Fire Group Warranties.pdf - Tuesday November 30, 2021 16:05:38
 - [Standard Transaction Document Samples](#) - 20211110 Q113020 Mesa AZ, H & E (AZ) Custom Summary Report - Amended.pdf - Tuesday November 30, 2021 16:20:31
 - [Upload Additional Document](#) - REV Group Misc Files.pdf - Tuesday November 30, 2021 16:18:34

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. - Fred Cureton, National Contract Manager, REV Group, INC.

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Fire_Apparatus_RFP_113021 Sat November 20 2021 12:53 PM	☒	5
Addendum_3_Fire_Apparatus_RFP_113021 Thu November 11 2021 02:09 PM	☒	1
Addendum_2_Fire_Apparatus_RFP_113021 Fri October 29 2021 09:20 AM	☒	1
Addendum_1_Fire_Apparatus_RFP_113021 Fri October 29 2021 09:20 AM	☒	1

EXHIBIT B
INVITATION FOR BIDS



RFP #113021
REQUEST FOR PROPOSALS
for
Firefighting Apparatus and Fire Service Vehicles

Proposal Due Date: November 30, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Firefighting Apparatus and Fire Service Vehicles to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 30, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	October 12, 2021
Pre-proposal Conference:	November 2, 2021, 10:00 a.m., Central Time
Question Submission Deadline:	November 19, 2021, 4:30 p.m., Central Time
Proposal Due Date:	November 30, 2021, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	November 30, 2021, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

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 facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities¹;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be

¹ Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations: MASH (municipalities, academic institutions, schools and hospitals) and MUSH (municipalities, universities, schools and hospitals) sectors, and other governmental agencies eligible to use the Sourcewell contracts. MASH and MUSH sector refers to regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, including but not limited to represented associations, Saskatchewan Association of Rural Municipalities ("SARM"), Association of Manitoba Municipalities ("AMM"), Local Authorities Services/Association of Municipalities Ontario ("LAS/AMO", excluding the cities of Toronto and Ottawa), Nova Scotia Federation of Municipalities ("NSFM"), Federation of Prince Edward Island Municipalities ("FPEIM"), Municipalities Newfoundland Labrador ("MNL"), Union of New Brunswick Municipalities ("UNBM"), North West Territories Association of Communities ("NWTAC") and their members. RMA Participants may include all not-for-profit agencies for Canadian provinces and territories.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In the United States each state-level procurement department receives notice for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Firefighting Apparatus and Fire Service Vehicles, including:

- a. New, remount, or refurbished:
 - i. Firefighting apparatus and service vehicles, of all types, such as: pumper/engine, initial attack, mobile water supply, aerial, quint, special service, mobile foam, command and communications, and purpose-built firefighting or rescue trailers;
 - ii. Wildland fire apparatus, of all types, such as: fire suppression equipment, mobile water supply, and crew carriers; and,
 - iii. Aircraft rescue and firefighting vehicles.
- b. Purpose-built chassis and vehicle components for firefighting apparatus and fire service vehicles;
- c. Equipment, options, accessories, and supplies complementary or incidental to the purchase of a turnkey or complete unit of the types described in Sections 1. a. i. – iii. above.
- d. Services related to the offering of the solutions described in Sections 1. a. - c. above, including installation, customization, remount, refurbishment, inspection, repair, maintenance, training, and support.

2. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

- a. Health & Safety, Medical, Surgical, and First Aid Related Equipment, Supplies, Accessories, and Services (RFP #061417);
- b. Trailers with Related Equipment, Accessories, and Services (RFP #121918), with the limited exception of the purpose-built firefighting or rescue trailers identified in Section 1. a. i. above;
- c. Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment (RFP #032620);

- d. Firefighting Equipment and Rescue Tools with Related Supplies and Accessories (RFP #040220), with the limited exception of the equipment, options, accessories, and supplies identified in Section 1. c. above;
- e. Class 4-8 Chassis with Related Equipment, Accessories, and Services (RFP #060920), with the limited exception of the purpose-built chassis identified in Section 1. b. above;
- f. Public Safety Communications Technology and Hardware Solutions (RFP #042021);
- g. Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories (RFP #091521); and,
- h. Ambulance and Emergency Medical Service Vehicles (RFP #110921).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.

3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one-year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$200 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.

4. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Supplier Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to

this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Supplier Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to “All” or “Closed.” The solicitation status will automatically change to “Closed” after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities’ use.
 - A proposer’s sales and service network to assure availability of product supply and coverage to meet Participating Entities’ anticipated needs.
- Total evaluation scores.
- The attributes of proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75

Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's

state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;

- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



10/20/2021

Addendum No. 1

Solicitation Number: RFP 113021

Solicitation Name: Firefighting Apparatus and Fire Service Vehicles

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is the PDF in the zipped file on the bid details page supposed to be editable?

Answer 1:

No, the file is not designed for edits by a proposer. Refer to RFP Section IV. – Contract, for additional detail related to the Sourcewell template contract posted to the bid details page for this solicitation.

End of Addendum

Acknowledgement of this Addendum to RFP 113021 posted to the Sourcewell Procurement Portal on 10/20/2021 is required at the time of proposal submittal.



10/29/2021

Addendum No. 2

Solicitation Number: RFP 113021

Solicitation Name: Firefighting Apparatus and Fire Service Vehicles

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are we required to have a vehicle dealer license in the state of Minnesota in order to be an awarded supplier?

Answer 1:

It is left to the discretion of each proposer to determine the licensures and supporting documentation necessary to best demonstrate their ability to serve Sourcewell and Sourcewell participating entities and to satisfy all requirements included in the RFP, contract template, and the Sourcewell Procurement Portal questionnaire tables.

End of Addendum

Acknowledgement of this Addendum to RFP 113021 posted to the Sourcewell Procurement Portal on 10/29/2021, is required at the time of proposal submittal.



11/11/2021

Addendum No. 3

Solicitation Number: RFP 113021

Solicitation Name: Firefighting Apparatus and Fire Service Vehicles

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

In regard to the administrative fee, what percentage amount is assessed on each opportunity to be paid to Sourcewell? Or is it a one-time fee per acquisition?

Answer 1:

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

End of Addendum

Acknowledgement of this Addendum to RFP 113021 posted to the Sourcewell Procurement Portal on 11/11/2021, is required at the time of proposal submittal.



11/20/2021

Addendum No. 4

Solicitation Number: RFP 113021

Solicitation Name: Firefighting Apparatus and Fire Service Vehicles

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

The RFP states Sourcewell is seeking proposals for new, remount or refurbished. Is Sourcewell looking for us to acknowledge we offer remount or refurb or are we expected to provide pricing?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine how to best articulate its offering of equipment, products, and services, propose the pricing approach that aligns with its business methods, and satisfy all requirements of the RFP.

Question 2:

Line items #1 - 3 of the Portal questionnaire tables address legal entity and subsidiary or assumed names. Clarify whether the subsidiary names will be the brand visible to the participating entity for an awarded supplier.

Answer 2:

Determinations related to the identification of an awarded supplier's contract on the Sourcewell website, and in related communications to participating entities, will be made after the competitive process is complete in consultation with an awarded supplier.

Question 3:

Section 18 Insurance - Network Security and Privacy Liability Insurance – The entity under this response has had to provide cyber liability what is the significance to this requirement?

Answer 3:

Refer to RFP Section IV. – Contract for additional detail related to the Sourcewell template contract. An awarded vendor will be expected to carry the insurance coverages as stated in the contract upon execution. A request for modification to the Sourcewell contract template may only be submitted with a proposal. To request a modification to the template Contract terms, conditions, or specifications, a proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, which is found as the final Table of Step 1 in the proposal submission process within the Sourcewell Procurement Portal.

Question 4:

Section D Waiver of Subrogation- How does this apply to this RFP?

Answer 4:

Refer to Answer 3 above.

Question 5:

Is delivery required to be included in pricing or are we able to provide pricing and state that delivery is not included.

Answer 5:

Refer to Answer 1 above.

Question 6:

Section 2B of the template contract states that Supplier warrants all Equipment, Products and Services. Is it required or is it an option to include service? If service is not included in pricing is additional information necessary?

Answer 6:

Refer to Answer 1 above.

Question 7:

Template contract section 3. A. - Shipping and Shipping Cost – states that a Supplier must arrange for and pay for the return shipment on equipment and products that arrive in a defective or inoperable condition. Would this incorporate supplier or subcontractor?

Answer 7:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine how to best articulate its ability to serve Sourcewell participating entities.

Question 8:

Line Item 24 in questionnaire table 5 includes a request for size of transaction? What is this referring to is this a unit quantity?

Answer 8:

It is left to the discretion of each proposer to determine the information necessary to best demonstrate their marketplace success and satisfy all the requirements included in the questionnaire tables.

Question 9:

Is an Entity/Subsidiary allowed to list a product on Sourcewell product list that is sold and distributed by the Entity/Subsidiary, but is produced by a contract manufacturer?

Answer 9:

The Sourcewell RFP is an open and competitive solicitation process. A proposer is allowed to propose the entire line of equipment, products, and services falling within the requested equipment, products, or services of the subject solicitation. Proposals are evaluated based on the criteria stated in the RFP.

Question 10:

In Table 11, because of some supplier's difficulties to confirm pricing, can we list a product and confirm the price only after the awarding?

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EXHIBIT C

CITY'S INSURANCE AND INDEMNITY

Exhibit C

Insurance and Indemnity

INDEMNIFICATION

To the furthest extent allowed by law, VENDOR shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, VENDOR or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Contract. VENDOR'S obligations under the preceding sentence shall apply regardless of whether CITY or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

If VENDOR should subcontract all or any portion of the work to be performed under this Contract, VENDOR shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

INSURANCE REQUIREMENTS

(a) Throughout the life of this Agreement, VENDOR shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, VENDOR or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to VENDOR shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve VENDOR of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an

insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by VENDOR shall not be deemed to release or diminish the liability of VENDOR, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by VENDOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of VENDOR, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

1. PRODUCTS LIABILITY INSURANCE: VENDOR shall maintain, and provide the City of Fresno with verification of, manufacturer's products liability insurance policy in excess of \$1,000,000 by providing a certificate of insurance on said Bid Item(s) equipment. Certificates shall be issued by an insurance company meeting the requirements to conduct business in the state of California. City of Fresno is required to be an additional insured with primary and non-contributory coverage in favor of the City on this General Liability Policy.

If the scope of work includes delivery and/or installation, the requirements below apply in addition to the above requirements.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."

2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

VENDOR shall procure and maintain for the duration of the contract, and for 5 years thereafter, insurance with limits of liability not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and

volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation Insurance as required by the State of California with statutory limits and EMPLOYER'S LIABILITY with limits of liability not less than:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

UMBRELLA OR EXCESS INSURANCE

In the event VENDOR purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

VENDOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and VENDOR shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

- (i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to CITY, except ten (10) days for nonpayment of premium. VENDOR is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, VENDOR shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, VENDOR shall provide a new certificate, and applicable

endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

(ii) The Commercial General and Automobile Liability insurance policies shall be written on an occurrence form.

(iii) The Commercial General and Automobile Liability insurance policies shall be endorsed to name City, its officers, officials, agents, employees and volunteers as an additional insured all ongoing and completed operations. Additional Insured endorsements under the General Liability policy must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.

(iv) The Commercial General and Automobile Liability insurance shall contain, or be endorsed to contain, that VENDOR'S insurance shall be primary to and require no contribution from the City. Primary and Non Contributory language under the General Liability policy must be as broad as that contained in ISO Form CG 20 01 04 13. These coverages shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers.

(v) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

(vi) All insurance policies required herein shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

PROVIDING OF DOCUMENTS

VENDOR shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein. All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, VENDOR shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of VENDOR shall also be required to provide all documents noted herein.

SUBCONTRACTORS

If VENDOR subcontracts any or all of the services to be performed under this Agreement, VENDOR shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, VENDOR will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.