

## Fiscal Year 2023-2024 Capital Outlay Summary

	Program Name	Description	Quantity	Unit Cost	Funding Source	Total Cost
1	Fire Operations	Fire Engine	2	\$735,000	Fire Assessment, MSTU	\$1,470,000
1	Fire Operations	Brush Truck (Sta 49 Carried from FY23)	1	\$201,995	Fire Assessment, MSTU, Impact Fees	\$201,995
1	Fire Operations	20" Fire Ventilation Exhaust Fans	5	\$4,800	General Fund, Fire Assessment, M S T U, User Fees	\$24,000
1	Fire Operations	Self Contained Breathing Apparatus Air Compressor and Air Fill Station	1	\$39,600	Fire Assessment, MSTU	\$39,600
1	Fire Operations	Extrication Tools (Complete Set)	1	\$38,562	Fire Assessment, MSTU	\$38,562
1	Fire Operations	Extrication Tools (Complete Set E49)	1	\$38,562	Fire Assessment, MSTU, Impact Fees	\$38,562
1	Fire Operations	Self Contained Breathing Apparatus Air Packs (Sta 49)	6	\$7,580	Fire Assessment, MSTU, Impact Fees	\$45,480
1	Fire Operations	Thermal Image Camera (E49)	1	\$7,800	Fire Assessment, MSTU, Impact Fees	\$7,800
1	Fire Operations	Mobile Radios Dual-head (E49)	1	\$8,500	Fire Assessment, MSTU, Impact Fees	\$8,500
1	Fire Operations	800 mHZ Portable Radios (E49)	3	\$3,750	Fire Assessment, MSTU, Impact Fees	\$11,250
1	Fire Operations	Piston Intake Valves (PIV)	3	\$1,790	Fire Assessment,	\$5,370
1	Fire Operations	800mHZ Mobile Radios	6	\$8,500	Fire Assessment, MSTU	\$51,000
1	Fire Operations	Respirator Fit Testing Machine for Self Contained Breathing Apparatus	1	\$11,000	General Fund, Fire Assessment, M S T U, User Fees	\$11,000
1	Fire Operations	Special Operations Drone Unmanned Aerial Vehicle	1	\$2,500	Fire Assessment, M S T U, User Fees	\$2,500
1	Fire Operations	Pro-Pak Portable Foam System	6	\$1,005	Fire Assessment, MSTU	\$6,030
1	Fire Operations	River Rescue Boat	1	\$80,000	Fire Assessment, MSTU	\$80,000
1	Fire Operations	River Rescue Air Boat	1	\$100,000	Fire Assessment, MSTU	\$100,000
1	Fire Operations	Bunker Gear (New Hires and Replacement)	190	\$3,605	Fire Assessment, MSTU	\$684,950
1	Fire Operations	Bunker Gear (New Hires) Carried from FY23	30	\$3,500	Fire Assessment, MSTU	\$105,000
1	Fire Operations	Generators for Fire Apparatus	6	\$1,320	Fire Assessment, MSTU	\$7,920
1	Fire Operations	Thermal Imaging Cameras	3	\$6,500	Fire Assessment, MSTU	\$19,500
1	Fire Operations	Portable Beds for Emergency Deployments	4	\$500	Fire Assessment, MSTU	\$2,000

# SUTPHEN CORPORATION

6450 Eiterman Road  
Dublin, OH 43016

## PROPOSAL

September 11, 2023

Brevard County Fire Rescue  
1040 South Florida Avenue  
Rockledge, FL 32955

### FOR YOUR REVIEW:

We hereby propose and agree to furnish the following firefighting apparatus utilizing **SOURCEWELL CONTRACT #113021 SUT** upon your acceptance of this proposal:

Sutphen Custom Pumper – G9 Body .....	\$ 875,860.00
Two Identical Pumpers Ordered together .....	\$ 1,751,720.00
Multi-Unit Discount for 2 Pumpers (\$5000 each) .....	\$ -10,000.00
Total for Two Identical Custom Pumpers .....	\$ 1,741,720.00

\*\*\*A prepayment discount of **\$50,000** can be taken if payment in full is received within the first 30 days following PO acceptance.

**FINAL COST AFTER PREPAY DISCOUNT ..... \$ 1,691,720.00**  
**(\$ 845,860.00 EACH)**

Apparatus will be manufactured completely in accordance to the included proposal documents and delivered in approximately **42-48 months** following approval of contract/PO, subject to delays from all causes beyond our control. Unless accepted within **30 days** from this date, the right is reserved to withdraw this proposal.

Should any changes be required as mandated by NFPA, EPA, or other Federal, State or Local Governments, or changes due to part availability or vendor relationships, such changes shall be documented on a change order and purchaser shall be responsible for additional charges as applicable. These may include but are not limited to changes that affect the major vendors of the fire apparatus industry such as pump manufacturer, seat manufacturer, electrical power supplies (generators) and powertrain (engine & transmission).

Respectfully submitted by:



Guy Lombardo - Authorized Sales Representative



**Sutphen**  
**Component Report**  
 Dealership: South Florida  
 Emergency Vehicles

**HS- Brevard County Fire Rescue, Florida  
 Program 1 Pumper**

Order#: DQ016704-1  
 Contact: Scott Gold  
 Position: Dep Chief  
 Phone: 321-633-2056  
 Mobile: 321-302-8416  
 Email: scott.gold@brevardfl.gov

Bill To	Ship To
Customer: Brevard County Fire Rescue Contact: Scott Gold, Dep Chief Address: 1040 S. Florida Avenue Rockledge, Florida 32955	Customer: Brevard County Fire Rescue Fleet Contact: Scott Gold, Dep Chief Address: 351 Wenner Way Cocoa, Florida 32926

Comments
Project Manager: Sales Person: Guy Lombardo Revision Level: Truck Type: Body Facility:

**Quote Line Number 1**

Line	Item #	Qty	Item Description/Comments
1		1	**ENG Graphics = Dealer supplied graphics will be provided for all options except rear chevrons.
2		1	**ENG Pump Module Series = Program Module
3		1	**ENG Facility = Urbana Pumper Division
4		1	**ENG Truck Series = Program 1
5		1	**ENG Electrical System = Point-to-Point
6	Sourcewell	1	Cooperative Purchasing =Sourcewell
7	10000225	1	STD WIRING SCHEMATIC (USB)
8	10000301	1	PRECONSTRUCTION CONFERENCE
9	10000311	1	FINAL INSPECTION TRIP
10	10310100	1	CHASSIS
11	10010001	1	CHASSIS, CUSTOM
12	51070188	1	WHEELBASE = 188
13	25010100	1	FRAME, 10" DOUBLE RAILS, SINGLE AXLE (50K PSI)

Line	Item #	Qty	Item Description/Comments
14	45040100	1	FRONT BUMPER CLIP
15	45010001	1	FRONT TOW EYES, BELOW BUMPER, PAINTED
16	46010000	1	REAR TOW EYES, PAINTED
17	40010250	1	STEERING - ROSS TAS-85
18	22010050	1	DRIVE LINE, SPICER, 1810 SERIES
19	23015100	1	ENGINE, CUMMINS X 10 450HP DOC-DPF-DEF-SCR OBD
20	23029200	1	ENGINE WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS (X SERIES)
21	23029400	1	AFTERTREATMENT WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS (X SERIES)
22	23030006	1	AIR INTAKE/EMBER SEPARATOR
23	23031176	1	FUEL FILTER/WATER SEPARATOR, PRIMARY, FLEETGUARD FUEL PRO FH230
24	23031220	1	FUEL FILTER, SECONDARY, FLEETGUARD, FF5825NN
25	23088888	1	SPECIAL ITEM, REMOTE MOUNT ENGINE OIL FILTER
26		1	**CLAR NOTES, Remote mount between the driver side frame rail and the transmission
27	47012520	1	TRANSMISSION, ALLISON GEN 6, EVS4000 (X SERIES)
28	23110000	1	JACOBS ENGINE BRAKE
29	47024050	1	TRANSMISSION COOLER
30	47030000	1	ALLISON TOUCH PAD SHIFTER
31	47030150	1	SHIFTER PAD GEARING, 5 GEARS OPEN, 6TH GEAR LOCKED
32	21021200	1	COOLING SYSTEM
33	21030195	1	COOLANT FILTER
34	21030000	1	FAN CLUTCH
35	21030200	1	RADIATOR COOLANT RECOVERY, PRESSURIZED SYST
36	26010010	1	FUEL TANK, STAINLESS STEEL, 65 GAL
37	26030000	1	FUEL FILL
38	26030100	1	FUEL COOLER
39	24040000	1	DIESEL EXHAUST FLUID TANK
40	13010205	1	ALTERNATOR, LEECE NEVILLE 320 AMP 4915PA

Line	Item #	Qty	Item Description/Comments
41	13030100	1	LOW VOLTAGE ALARM, FLOYD BELL TXB-V86-515-QF
42	15010500	1	BATTERIES, INTERSTATE TYPE 31 MHD (4)
43	15031700	1	BATTERY JUMPER TERMINALS
44	15030420	1	120V SHORELINE INLET, MANUAL, KUSSMAUL WPR-1-XX
45		1	**ENG Shoreline Inlet Location = Driver's side of Cab, standard location.
46	15040100	2	120V OUTLET WIRED TO SHORELINE INLET - EA (2)
47		1	**ENG Nema Number = 5-20 House Plug Duplex.
48		1	**ENG Outlet Locations = OVERHEAD COMPARTMENT DRIVER SIDE IN EMS LOWER LEFT, ON LEFT WALL REAR CORNER, RECESSED IF POSSIBLE
49	15031577	1	BATTERY CHARGER, IOTA DLS-45
50		1	**ENG Battery Charger Note: Chassis Division to provide/install battery charger & Auto Eject (if applicable)
51	15088888	1	SPECIAL ITEM, UPGRADE TO KUSSMAUL WATERTIGHT STATUS
52		1	**CLAR NOTES, Watertight display on side of cab next to Auto Eject Bezel Color = Red Model #091-189-12-3.5D Seal Model #091-39-109
53	15088888	1	SPECIAL ITEM, UPGRADE TO IOTA DLS-75 CHARGER
54	14022120	1	FRONT AXLE, HENDRICKSON STEERTEK NXT 20,000 LB.
55	41022120	1	FRONT SUSPENSION, HENDRICKSON 20,000 LBS. (4) 56" LEAFS
56	41040510	1	STEER ASSIST
57	43010310	1	FRONT TIRES, MICHELIN 385/65R22.5 LRL X MULTIWAY HD XZE 22.5 x 12.25 WHEELS
58	14510530	1	REAR AXLE, MERITOR RS-26-185 27,000 LB.
59	14530100	1	TOP SPEED, 68 MPH
60	42010015	1	REAR SUSPENSION, FIREMAAX 27,000 LBS. AIR RIDE
61	44010350	1	REAR TIRES, MICHELIN 12R22.5 LRH XZE HIGHWAY 24,000 - 27,000 GVWR
62	42910300	1	TIRE PRESSURE MONITOR, QUICK PRESSURE
63	44210100	1	WHEELS, ALUM, ACCURIDE (max 27K rear)
64	44270100	1	HUB COVERS, FRONT & REAR, POLISHED STS (Single Axle)
65	44270300	1	CHROME LUG NUT CAPS, FRONT & REAR (Single Axle)

Line	Item #	Qty	Item Description/Comments
66	44271100	1	MUD FLAPS, FRONT (PAIR)
67	44271200	1	MUD FLAPS, REAR (PAIR)
68	54010010	1	DATA, SAFETY & WARNING TAGS APPLICATION, ADHESIVE
69	16010220	1	BRAKES MERITOR SCAM 6" FRONT, SCAM 8.625" REAR (SINGLE AXLE)
70	18010041	1	AIR BRAKE SYST 4 TANKS WABCO 1200 DRYER (24K, 27K)
71	18030010	1	AIR BRAKE RELEASE VALVE, WABCO
72	18030110	1	AIR OUTLET CONNECTION
73		1	**ENG Cab Air Outlet Location = PUMP PANEL DRIVER SIDE
74	18030140	1	AIR INLET CONNECTION W/CHECK VALVE
75		1	**ENG Standard Air Inlet Location = Left hand side of Driver's step well.
76	18220500	1	NO ELEC STABILITY CONTROL SYS
77	18110000	1	WABCO 4 CHANNEL ANTI-LOCK BRAKES (24K, 27K)
78	53510000	1	COMPRESSION FITTINGS ON AIR SYSTEM (CHASSIS)
79	54010000	1	MISCELLANEOUS ITEMS ON CHASSIS
80	54088888	1	SPECIAL ITEM, ADAPTER FOR PLYMOVENT SYSTEM
81		1	**CLAR NOTES, AX 10032175
82	54088888	1	SPECIAL ITEM, REMOTE MOUNT AIR GOVERNOR
83		1	**CLAR NOTES, Remote mount air governor, back of engine, mounted on plate just below engine oil dipstick
84	10310110	1	CAB
85	11023294	1	CAB TSAL4M 62" 15" RR 1/2
86	11030025	1	CAB CERTIFICATION - STRUCTURAL INTEGRITY
87	11030950	1	CAB LOCKDOWN LATCHES
88	11031025	1	CAB TILT SYSTEM, AIR CONTROL VALVE
89		1	**ENG Cab Tilt Controls = Officer's side Front Bumper.
90	11031100	1	MANUAL BACK-UP TILT SYSTEM
91	11031350	1	CAB DOORS, FULL LENGTH (4)
92	11031387	1	CAB STEPS, LOWER GRIP STRUT, INTERMEDIATE DIAMONDPLATE

Line	Item #	Qty	Item Description/Comments
93	11031396	1	CAB STEP LIGHTING, FEDERAL SIGNAL COMPLEX LED STRIP LIGHTS
94	11031419	1	CAB DOOR WINDOWS, MANUAL (4)
95	11031400	1	DELETE CAB SIDE WINDOWS
96	11031460	1	NO WINDOWS, BACK WALL OF CAB
97	11031465	1	WINDOW TINTING (LIMO TINT 8%) - EACH (2)
98	52010010	1	ELECTRIC INTERMITTENT WIPERS
99	52030100	1	DEACTIVATE WINDSHIELD WIPERS WITH PARKING BRAKE ENGAGED
100		1	**ENG Override Switch to Re-Engage Wipers? = Yes.
101	52030200	1	WINDSHIELD WASHER RESERVOIR
102	38010015	1	MIRRORS LANG MEKRA 300 SERIES REMOTE
103	11024405	1	UPPER GRILLE, LEVEL STYLE FACADE (X SERIES)
104	11024510	1	FLAMING "S" LOGO, UPPER GRILLE, ILLUMINATED
105	11024605	1	LOWER GRILLE, POLISHED STAINLESS (X SERIES)
106	20012220	1	BUMPER, 24" FORMED STEEL CHANNEL, PAINTED
107		1	**ENG Siren Speaker Perforations = No Speaker Perforations in Bumper.
108	20029830	1	BUMPER SIDES, PAINTED STEEL, W/POCKET (12-24" EXTENSION)
109	20029910	1	BUMPER ANGLES, PAINTED STEEL, FLAT (12-30" EXTENSION)
110	20040230	1	STORAGE WELL, DEEP CENTER, 3/4 WIDTH (24" BUMPER)
111	20030100	1	STORAGE WELL COVER, TREADPLATE, 2" RAISE
112	20030510	1	CUT-OUT IN STORAGE WELL COVER
113	20042140	1	PROTECTIVE BUMPER COATING, RAPTOR, TOP EDGE OF FRONT BUMPER
114	12010500	1	AIR HORNS, DUAL, GROVER #2040 RECTANGULAR, BEHIND PERFORATION
115	12030015	1	AIR HORNS CUTOUTS IN BUMPER, BEHIND PERFORATIONS (X SERIES)
116	12030205	1	AIR HORNS WIRED TO STEERING WHEEL BUTTON
117	12030350	1	LANYARD CONTROL FOR AIR HORNS
118	12510110	1	ELEC SIREN, WHELEN 295HFS2, REMOTE FLUSH MOUNT
119	12620100	1	SIREN SPEAKER, 100W, CAST PRODUCTS, SA4201-6B-A

Line	Item #	Qty	Item Description/Comments
120	12670110	1	SIREN SPEAKER(S) INSTALLED BEHIND CAB GRILLE
121	12710100	1	SIREN, FEDERAL Q2B, GRILLE MOUNT
122		1	**ENG Q2B Wiring = Wired to Emergency Master then shed with parking brake on.
123	12730305	1	FOOT SWITCH, DRIVER'S SIDE, FOR MECH SIREN
124		1	**ENG Siren Brake Switch for Driver in Lower Console Position 2.
125		1	**ENG Siren Brake Switch For Officer
126	12730350	1	MOMENTARY SWITCH ON DASH, OFFICER'S SIDE, FOR MECH SIREN
127	12730363	1	SIREN BRAKE SWITCH FOR MECH SIREN, DRIVER'S & OFFICER'S SIDE
128	32520520	1	HEADLIGHTS, LED, FIRETECH FT-4X6, DUAL STS HOUSINGS
129		1	**ENG Headlight Interior Finish = Chrome.
130	48010300	1	FRONT TURN SIGNALS, WHELEN 400 SERIES LED (4)
131	32530750	1	ICC LIGHTS, LED, ROOF MOUNTED MARKERS, GROTE
132	27022120	1	HANDRAILS, CAB EXTERIOR, KNURLED STAINLESS STEEL (4) SIDE
133	27030625	1	COAT HOOKS ON LOWER GRAB HANDRAILS, DRIVER'S SIDE (2)
134	27030665	1	COAT HOOKS ON LOWER GRAB HANDRAILS, OFFICER'S SIDE (2)
135	27030710	1	HANDRAILS, FRONT OF CAB, KNURLED STAINLESS STEEL (PAIR)
136	27025000	1	HANDRAILS, CAB INTERIOR, BLACK RUBBER COATED (2) FRONT ENTRY
137	27030110	1	HANDRAILS, REAR CAB INTERIOR DOOR, KNURLED STS AT WINDOW (2) ONLY
138	27040100	1	INTERIOR DOOR, NYLON STRAP
139	27088888	1	SPECIAL ITEM, TREADPLATE ON REAR CORNERS OF CAB
140		1	**CLAR NOTES, 12" WIDE 1" WRAP AROUND LIP, FULL LENGTH
141	11035420	1	DIAMONDPLATE CAB ROOF 30" x FULL WIDTH
142	31010287	1	INTERIOR, MULTISPEC GRAY SPECKLE PAINT W/GRAY-BLACK DURAWEAR
143	11032929	1	DOOR PANEL, FULL STS
144	31010290	1	CAB INTERIOR FLOOR COVERING, GRAY RUBBERIZED
145	22510100	1	ENGINE ENCLOSURE, FULL LENGTH
146	22510530	1	ENGINE ENCLOSURE COVERING, SCORPION BLACK URETHANE BLEND

Line	Item #	Qty	Item Description/Comments
147	11031680	1	CENTER CONSOLE W/MAP BOOK STORAGE, TOP OF ENGINE ENCLOSURE
148	22610050	1	ENGINE HOOD LIGHT, LED (1)
149	11031510	1	FLAT WORK SURFACE IN LIEU OF GLOVE BOX
150	11031712	1	UPPER CREW DOOR AREA, OPEN
151	31088888	1	SPECIAL ITEM, STORAGE COMPARTMENT IN OVERHEAD CONSOLE POS 6
152		1	**CLAR NOTES, CHF-5767 REFERENCE HS 6701
153		1	**CLAR NOTES, CENTER CONSOLE TO MATCH HS 6701 REFERENCE CHF-4782 - 2 BOX GLOVE HOLDER
154	29810100	1	CHASSIS ELECTRICAL DESCRIPTION
155	30010130	1	INSTRUMENTATION, AMETEK W/ CENTER & OVERHEAD CONSOLES
156		1	**ENG Overhead Console Position 3 -HVAC controls.
157		1	**ENG Overhead Console Position 4 -Chassis indicators. -Seat belt monitor.
158	30010508	1	LOWER COMMAND CONSOLE, X10HD
159	30010610	1	CAB PUMP SHIFTER, ELECTRIC W/ROUND KNOB (FOR HALE G-SERIES PUMP TRANSMISSION)
160	30011000	1	PUMP INTERLOCK, NOT CONNECTED WITH ODOMETER
161	30031615	1	DO NOT MOVE LIGHT, WHELEN ION-T LED
162		1	**ENG Details for Door Ajar Light = BLUE COLOR CLEAR LENS CHROME BEZEL
163		1	**ENG Door Ajar Light Location = Centered below upper command console.
164	29930200	1	MAPBOOK SLOT ON BREAKER PANEL
165	29910100	1	PROGRAMMABLE LOAD MANAGER, CLASS-1 SUPERNODE II
166	30031100	1	HIGH IDLE SWITCH
167	11040000	1	CAB ACCESSORY FUSE PANEL
168	84541540	1	POWER & GROUND STUDS, UPPER COMMAND CONSOLE
169		1	**ENG Requirements (AMPS) for Power/Ground Studs in Upper Command Console: (1) 12-volt 60-amp, direct to the battery ignition off. (1) 12-volt 30-amp switched battery first position on ignition switch. (1) 12-volt 30-amp ignition power second position on ignition switch. (1) 12-volt 125-amp ground.
170	84541545	1	POWER & GROUND STUDS, LOWER COMMAND CONSOLE

Line	Item #	Qty	Item Description/Comments
171		1	<b>**ENG Requirements (AMPS) for Power/Ground Studs in Lower Command Console:</b> (1) 12-volt 60-amp, direct to the battery. (1) 12-volt 30-amp controlled by the ignition switch. (1) 12-volt 125-amp ground.
172	84541550	1	POWER & GROUND STUDS, UNDER OFFICER'S SEAT
173		1	<b>**ENG Requirements (AMPS) for Power/Ground Studs Under Officers Seat:</b> (1) 12-volt 40-amp controlled by the battery switch. (1) 12-volt 60-amp controlled by the ignition switch. (1) 12-volt 60-amp, direct to the battery. (1) 12-volt 100-amp ground.
174	30110000	1	VEHICLE DATA RECORDER, AKRON/WELDON
175	30031810	1	12V DUAL POWER POINT (1)
176		1	<b>**ENG Power Point Location #1: Power Point Location #1: REAR FACING OVERHEAD COMPARTMENT OFFICERS SIDE</b>
177	30031820	2	12V DUAL POWER POINT, USB/USB (2)
178		1	<b>**ENG USB/USB Power Point Location #1: Lower Console Position 3, Driver's corner.</b>
179		1	<b>**ENG USB/USB Power Point Location #2: Lower Console Position 3, Officer's corner.</b>
180	30088888	1	SPECIAL ITEM, POWER GROUND STUDS 60 AMP BATTERY POWER IN OVERHEAD STORAGE OFFICER SIDE
181	33510030	1	INTERIOR CAB LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
182	34010030	1	INTERIOR CREW LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
183	34088888	1	SPECIAL ITEM, CAB INTERIOR WARNING LIGHTS VTX609R
184	28010750	1	DEFROSTER, HEATER & A/C, SEVERE CLIMATE (TM-31)
185	28030500	1	DEFROSTER DUCTWORK, ENTIRE WINDSHIELD
186	11031687	1	TOP HEAT/AC STORAGE, TOOL MOUNTING PLATE, 25" x 19.5"
187	38510104	1	DRIVER'S SEAT, BOSTROM SIERRA HIGH BACK AIR RIDE ABTS (DURAWEAR PLUS, LOW SEAM)
188	38320000	1	HELMET STORED IN COMPARTMENT
189	39010118	1	OFFICER'S SEAT, BOSTROM TANKER 450, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)
190	39030020	1	OFFICER'S SEAT COMPT, FRONT DOOR
191	38320000	1	HELMET STORED IN COMPARTMENT
192	11031821	1	EMS CABINET, REAR FACING, BEHIND DRIVER
193	11032210	1	INTERIOR ACCESS, BLACK WEBBING
194	11032311	1	ADJUSTABLE SHELF, EMS COMPT (1)
195	39521430	1	CREW SEAT 3, BOSTROM TANKER 400CT, ABTS SCBA FLIP UP (DURAWEAR PLUS, LOW SEAM)

Line	Item #	Qty	Item Description/Comments
196	38320000	1	HELMET STORED IN COMPARTMENT
197	39521431	1	CREW SEAT 4, BOSTROM TANKER 400CT, ABTS SCBA FLIP UP (DURAWEAR PLUS, LOW SEAM)
198	38320000	1	HELMET STORED IN COMPARTMENT
199	39588888	1	SPECIAL ITEM, EMS WILL BE AS WIDE AS POSSIBLE
200		1	**CLAR NOTES, REFERENCE HS6701
201	39550100	1	SEAT COLOR, GRAY
202	39610000	3	SCBA BRACKETS, BOSTROM, SECURE ALL (3)
203	38410000	1	SEAT BELT WARNING SYSTEM, AKRON / WELDON
204	39710000	1	DOUBLE CREW SEAT COMPT, SIDE DOORS
205	11031750	1	OVERHEAD STORAGE, FRONT OF 15" RR W/NET
206	11088888	1	SPECIAL ITEM, NETTING WILL BE SPLIT IN MIDDLE
207		1	**CLAR NOTES, REF HS 6701
208	10310200	1	PUMP & PLUMBING
209	60080003	1	PUMP, HALE QMAX-1500 GPM SINGLE STAGE
210	60025000	1	GEARBOX, HALE, G-SERIES, REAR MOUNTED
211	60025960	1	PUMP GEARBOX YOKE, 1810
212	60026025	1	MECHANICAL PUMP SEAL, HALE (PRG)
213	60031005	1	ALLOY ANODES, HALE (2)
214	60035123	1	PUMP TEST, THIRD PARTY TESTING
215	61510000	1	AUXILIARY COOLER (HEAT EXCHANGER)
216	62010002	1	STAINLESS STEEL PIPING
217	66090010	1	3" TANK-TO-PUMP W/CHECK VALVE
218	61729120	1	VALVE, AKRON, HEAVY DUTY
219	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
220	73090001	1	TANK FILL 2"
221	61729120	1	VALVE, AKRON, HEAVY DUTY
222	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1

Line	Item #	Qty	Item Description/Comments
223	61090009	1	PRESSURE GOVERNOR, FIRE RESEARCH, PUMP BOSS
224	61290020	1	INTAKE PRESSURE CONTROL, TFT A1860
225	63021500	1	6" MAIN SUCTION, LEFT SIDE
226	65090000	1	2.5" LEFT SIDE INLET
227	61729120	1	VALVE, AKRON, HEAVY DUTY
228	61770905	1	ACTUATOR, VALVE, SWING CONTROL
229	60036010	1	THREADS, NST
230	63025500	1	6" MAIN SUCTION, RIGHT SIDE
231	64090000	1	2.5" RIGHT SIDE INLET
232	61729120	1	VALVE, AKRON, HEAVY DUTY
233	61770905	1	ACTUATOR, VALVE, SWING CONTROL
234	60036010	1	THREADS, NST
235	65550910	1	5" FRONT SUCTION, TOP
236	63090002	1	HALE MASTER INTAKE VALVE, ELEC (FRONT SUCTION)
237	63060100	1	RELIEF VALVE FOR MIV
238	65552120	1	SWIVEL, 5" NPT X 6" NST
239	70525900	1	2.5" DISCHARGE, LEFT - POSITION 1
240	61729120	1	VALVE, AKRON, HEAVY DUTY
241	61770915	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1 W/ RACK & SECTOR
242	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
243	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
244	60036010	1	THREADS, NST
245	70525900	1	2.5" DISCHARGE, LEFT - POSITION 2
246	61729120	1	VALVE, AKRON, HEAVY DUTY
247	61770915	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1 W/ RACK & SECTOR
248	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
249	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW

Line	Item #	Qty	Item Description/Comments
250	60036010	1	THREADS, NST
251	71025905	1	3" DISCHARGE, RIGHT - POSITION 3
252	61729160	1	VALVE, AKRON, SLOW CLOSE
253	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
254	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
255	61810160	1	DISCHARGE TERMINATION, STRAIGHT
256	60036010	1	THREADS, NST
257	61840267	1	ADAPTER, 3" NST FE X 5" STORZ, 30-DEGREE W/CAP & CHAIN, TFT
258	71025900	1	2.5" DISCHARGE, RIGHT - POSITION 4
259	61729120	1	VALVE, AKRON, HEAVY DUTY
260	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
261	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
262	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
263	60036010	1	THREADS, NST
264	71590000	1	DISCHARGE, 2.5" LEFT REAR
265	61729120	1	VALVE, AKRON, HEAVY DUTY
266	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
267	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
268	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
269	60036010	1	THREADS, NST
270	71890000	1	DISCHARGE 2.5" RIGHT REAR
271	61729120	1	VALVE, AKRON, HEAVY DUTY
272	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
273	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
274	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
275	60036010	1	THREADS, NST
276		1	**CLAR NOTES, INSTALL REAR DISCHARGES AS FAR OUTBOARD AS POSSIBLE

Line	Item #	Qty	Item Description/Comments
277	72290000	1	1.5" FRONT BUMPER DISCHARGE, 2" PLUMBING
278	61729120	1	VALVE, AKRON, HEAVY DUTY
279	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
280	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
281	60036010	1	THREADS, NST
282		1	**ENG Front Bumper Swivel Location/Side = Driver's side.
283		1	**ENG Front Discharge Swivel Location/Trough = Top of Bumper.
284	72590002	1	DECK GUN DISCHARGE 3"
285	61729120	1	VALVE, AKRON, HEAVY DUTY
286	61770945	1	ACTUATOR, VALVE, ELECTRIC, AKRON 9333
287	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
288	72570100	1	DECK GUN TERMINATION, THREADED
289		1	**ENG Make/Model of Dealer or Customer Supplied Deck Gun Monitor = TBD @ Pre-Con.
290		1	**CLAR NOTES, ACTUATOR WILL BE A HANDWHEEL - MATCH HS 6964
291	72890000	1	CROSSLAYS, TWO 2" W/1.5" SWIVEL
292	61729120	2	VALVE, AKRON, HEAVY DUTY (2)
293	61770900	2	ACTUATOR, VALVE, PUSH/PULL, CLASS 1 (2)
294	77090000	2	GAUGE, DISCH, CLASS 1 2.5" (2)
295	60036010	2	THREADS, NST (2)
296	72910505	1	COVER, ALUM W/VINYL SIDES FOR CROSSLAYS
297	72932220	1	COVER FASTENERS, BLACK PLASTIC BUCKLES
298		1	**ENG Specify details for side covers: Number of flaps, fasteners & and how they terminate (manufacturer's discretion or customer specified?) = TBD @ Pre-Con.
299	72888888	1	SPECIAL ITEM, CROSSLAY COVER HATCH PROP
300		1	**CLAR NOTES, PLASTIC BUCKLES ON VINYL FOR CROSSLAYS
301	61742000	1	MASTER PUMP DRAIN, MULTIPORT
302	61790510	11	DRAIN VALVES, HALE, LIFT-UP (11)
303	10310220	1	PUMP PANEL

Line	Item #	Qty	Item Description/Comments
304	74914110	1	PRG SM1 - SIDE MOUNT PUMP PANEL (CROSSLAYS)
305	74928120	1	PUMP MODULE LENGTH, 47"
306	74929110	1	HALE PUMP MODULE CONFIGURATION, SIDE MOUNT
307	74930710	1	PANEL FINISH, BRUSHED STS 14 GAUGE (PRG)
308	74931055	1	COLOR CODING (PRG)
309		1	**ENG Color Coding Standard = Yes.
310	74931250	1	DISCHARGE GAUGE BEZELS, CHROME (PRG)
311	74931290	1	PUMP MODULE FRAMEWORK, SWIRL FINISH
312	74931390	1	PUMP FINISH, PAINTED BY PUMP MFG
313	74931590	1	PLUMBING FINISH, NON-PAINTED
314		1	**ENG Non-Painted Plumbing = Stainless steel welds shall be treated/coated.
315	74931690	1	EXTERIOR DUNNAGE AREA PANEL, BRUSHED STS
316	75040215	1	TROUGH IN RUNNING BOARD, BOTH SIDES
317		1	**ENG Running Board Trough Cover = Velcro Straps.
318	75088888	1	SPECIAL ITEM, MODIFY TROUGH FOR 8" STEP AREA
319		1	**CLAR NOTES, MODIFY THE TROUGH OPENING TOWARDS THE FRONT TO ALLOW FOR 8" STEPPING SURFACE REFERENCE HS 6468
320	75590010	1	PUMP OPERATOR LIGHTS, LED (PRG)
321	75590110	1	PUMP PANEL LIGHTS OFFICER'S SIDE, LED (PRG)
322	76088888	1	SPECIAL ITEM, REMOTE MOUNT PUMP PRIMER CLOSER TO OFFICER SIDE OF PUMP
323	76088888	1	SPECIAL ITEM, REMOTE MOUNT PUMP PRIMER SWITCH AT FRONT BUMPER
324	76090002	1	PUMP PANEL GAUGES & CONTROLS (PRG)
325	60090030	1	PUMP PRIMER, TRIDENT, AIR
326	60028320	1	(2) PRIMER BUTTONS - MAIN & FRONT SUCTION
327		1	**ENG Auxiliary Pump Primer Switch Location = Mount suction auxiliary primer switch as close as possible to intake valve controller.
328	76025110	1	COMPRESSION FITTINGS ON AIR SYSTEM (PRG PUMP MODULE)
329	76031970	1	AIR OUTLET, DRIVER'S SIDE PUMP PANEL

Line	Item #	Qty	Item Description/Comments
330	76031900	1	AIR HORN PUSH BUTTON SWITCH ON PUMP PANEL
331	76590000	1	GAUGES, MASTER, CLASS 1 4.5" (PRG)
332	77590000	1	GAUGE, WATER LEVEL, CLASS 1, INTELLI-TANK ITL-4
333	77532112	1	GAUGE, WATER LEVEL, WHELEN PSTANK2 LED (2)
334	10310230	1	WATER TANK
335	83525200	1	WATER TANK BRAND, UPF
336	83590005	1	WATER TANK, 1000 GAL, POLY
337	83588888	1	SPECIAL ITEM, BOOSTER TANK OVERFLOW HOSE
338		1	**CLAR NOTES, INSTALL A HOSE AT BOOSTER TANK OVERFLOW TO PREVENT WATER FROM RUNNING DIRECTLY ON THE REAR AXLE AREA
339	10310300	1	BODY
340	80089500	1	BODY SUBFRAME, PROGRAM 1 PUMPER
341	80189590	1	BODY G9 - ALUM 40/51 LADDERS THRU TANK
342	80245999	1	UPPER HATCH COMPARTMENTS - NOT PROVIDED
343	10310302	1	BODY COMPARTMENTS
344	81165705	1	UNISTRUT TRACK IN COMPTS
345	80230620	1	DOOR SILL PROTECTION, BODY COMPTS, NOT FACTORY PROVIDED
346	80230650	1	DOOR SILL PROTECTION, REAR COMPT, NOT FACTORY PROVIDED
347	80290026	1	COMPT DOORS, AMDOR ROLL-UP, PAINTED
348	80225100	1	REAR COMPT DOOR (A1) AMDOR ROLL-UP, SATIN FINISH
349	80230003	7	ROLL-UP DOOR DRIP PAN/GUARD (WITH DRAIN) (7)
350	80230300	1	COMPT INTERIOR FINISH, SMOOTH
351	84531230	1	COMPT LIGHTING, AMDOR LED LIGHT STRIPS, 2 PER COMPT
352	80288888	1	SPECIAL ITEM, ADD 4" TO HOSEBED HEIGHT
353	10310305	1	BODY EXTERIOR
354	81380000	1	HOSEBED W/REMOVABLE ALUMINUM FLOORING
355	81330100	1	STANDARD HOSEBED HEIGHT
356	81410200	1	COVER, ALUMINUM 2 PC, MAIN HOSE BED

Line	Item #	Qty	Item Description/Comments
357	81331155	1	ALUM HOSEBED COVER SUPPORT, REMOVABLE REAR
358	81431200	1	REAR HOSEBED COVER, VINYL
359	81440201	1	COVER FASTENERS, BUNGIE CORDS WITH RED TAB
360		1	**ENG Specify number of rear flaps, fasteners & and how they terminate (manufacturer's discretion or customer specified?) = TBD @ Pre-Con.
361	81330302	1	HOSE BED DIVIDERS, ADJ (2)
362	81332115	1	HOSEBED LIGHTING, SIDES, TECNIQ E44 LED LIGHT STRIPS
363	81388888	1	SPECIAL ITEM, REFLECTIVE LETTERING ON VINYL HOSEBED FLAP
364		1	**CLAR NOTES, REFLECTIVE LETTERS RED - BREVARD REFLECTIVE NUMBERS WHITE - TBD 2 LINES CENTERED ON FLAP REFERENCE HS 6701
365	81910100	1	HANDRAILS, KNURLED STS
366	82290010	1	STEPS, FRONT BODY, IC FOLD DOWN W/LIGHT
367	82390001	1	STEPS, REAR BODY (14x11 & 14x8)
368	82510000	1	RUB RAILS, ANODIZED ALUM
369	83010050	1	ALUMINUM TREADPLATE (ALUM PPR, PRG1, C-SER, TANKER)
370	83030350	1	REAR STEP/TAILBOARD CORNERS, 45 DEGREE (PRG1)
371	80290013	1	4 SCBA CYLINDER COMPTS (2 RIGHT, 2 LEFT)
372	80290310	4	DOOR FINISH, BRUSHED STAINLESS, SINGLE/DOUBLE SCBA COMPT (4)
373	88520100	1	SUCTION HOSE, (2) 10' SECT 6" KOCEK LIGHTWEIGHT
374	88540100	1	SUCTION HOSE MOUNTING, DIAMOND PLATE TROUGHS
375	88550100	1	STRAINER, 6" KOCEK BARREL
376	89988888	1	SPECIAL ITEM, ENCLOSE SUCTION STORAGE
377		1	**CLAR NOTES, REFERENCE HS 6701
378	83030705	1	REAR FENDERS, ALUMINUM TREADPLATE
379	89011500	1	ALCO-LITE PEL-24 24'2 SEC & PRL-14 14' ROOF & 10' FOLDING
380	89590007	1	LADDER CHUTE W/SUCTION HOSE STORAGE & PIKE POLE STORAGE
381	89520210	1	LADDER ENCLOSURE, DIAMONDPLATE DOOR
382	89088888	1	SPECIAL ITEM, FULLY ENCLOSE LADDER CHUTE

Line	Item #	Qty	Item Description/Comments
383		1	**CLAR NOTES, 2 BACKBOARDS AND 3 PIKE POLES
384	10310310	1	ELECTRICAL
385	84550110	1	LICENSE PLATE BRACKET W/ LIGHT, LED
386	84511100	1	BODY ELECTRICAL DESCRIPTION
387	84520000	1	BACK UP ALARM, ECCO SA917
388	85010302	1	TAILLIGHTS, WHELEN 600 SERIES, LED STOP/TAI/TURN/REVERSE, QUAD HOUSING (PAIR)
389	85110100	1	ICC LIGHTS, LED
390	85510200	1	STEP LIGHTS, LED, REAR BODY & WHELEN 2G AT PUMP PANEL
391	85710040	1	UNDERCARRIAGE GROUND LIGHTS, WHELEN 2G LED
392	86528999	1	DELETE REAR WORK LIGHTS
393	86600000	1	OPTICAL WARNING SYSTEM, UPPER (PUMPER)
394	86610120	1	UPPER WARNING LIGHTS, ZONE A (FRONT), WHELEN FREEDOM IV 72" LED LIGHT BAR, F4N7QLED, 12 MODULES
395	86920100	1	UPPER ZONE A LIGHTBAR, STANDARD CONFIGURATION
396		1	**ENG Zone A, Upper Lightbar Standard Configuration = Single light bar: (2) end red LED modules, (2) corner red LED modules, (6) forward-facing red LED modules and (2) forward-facing white LED modules. All clear outer lenses. Installed on the cab roof as far forward as possible with two (2) MK8H 5in. cast aluminum risers.
397	86699999	1	UPPER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), COVERED BY ZONES A & C
398	86710105	1	UPPER WARNING LIGHTS, ZONE C (REAR), WHELEN LED BEACONS, L31 (PAIR)
399	86899999	1	UPPER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), COVERED BY ZONES A & C
400	87100000	1	OPTICAL WARNING SYSTEM, LOWER (PUMPER)
401	87110110	1	LOWER WARNING LIGHTS, ZONE A (FRONT), WHELEN 600 SUPER LED, 60*02F*R (QTY 4)
402	87811130	1	LOWER, ZONE A - MOUNTING LOCATION (DUAL HOUSINGS)
403		1	**ENG Zone A, Lower - Front, Mounting Location = (2) Warnings in top headlight housing, each side.
404	87210100	1	LOWER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), WHELEN 600 SUPER LED, 60*02F*R (QTY 2), ION T-SERIES LED, TLI* (QTY 1)
405	87812110	1	LOWER, ZONE B - MOUNTING LOCATION (PUMPERS, TANKERS, RESCUES)
406		1	**ENG Zone B, Lower - Officer's Side, Mounting Location = -(1) Warning Light near the front corner of the Apparatus. -(1) Warning Light near the rear Axle. -(1) Warning Light near the rear corner of the Apparatus. -Reference Shop Order Drawing for lights and placement.
407	87310100	1	LOWER WARNING LIGHTS, ZONE C (REAR), WHELEN 600 SUPER LED, 60*02F*R (QTY 2)

Line	Item #	Qty	Item Description/Comments
408	87410100	1	LOWER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), WHELEN 600 SUPER LED, 60*02F*R (QTY 2), ION T-SERIES TLI* (QTY 1)
409	87814110	1	LOWER, ZONE D - MOUNTING LOCATION (PUMPERS, TANKERS, RESCUES)
410		1	**ENG Zone D, Lower - Driver's Side, Mounting Location = -(1) Warning Light near the front corner of the Apparatus. -(1) Warning Light near the rear Axle. -(1) Warning Light near the rear corner of the Apparatus. -Reference Shop Order Drawing for lights and placement.
411	87537732	3	ADDITIONAL WARNING LIGHTS, WHELEN 600 SUPER LED, 60*02F*R (PAIR) (3)
412		1	**ENG Whelen 600 LED Mounting Location = 1 PAIR ABOVE FRONT AXLE- RED, 1 PAIR ON 45 DEGREE ANGLE OF FRONT BUMPER- RED, 1 PAIR REAR OF BODY UNDER REAR SCENE LIGHT EACH SIDE - AMBER
413	87040000	1	TRAFFIC ADVISOR, WHELEN LED, TAL65 36"
414	88390902	1	SCENE LIGHT, FRC SPECTRA 20K, 12V LED, BROW (1)
415	88390932	2	SCENE LIGHT, FRC SPECTRA 20K, 12V LED, TELESCOPIC W/SWITCH (2)
416		1	**ENG Scene Light Housings Color = White.
417	86537816	3	SCENE LIGHTS, WHELEN M9 LED, SURFACE MOUNT (PAIR) (3)
418		1	**ENG Light Mounting Location & Switching = ONE PAIR EACH SIDE OF CAB ONE PAIR FRONT CORNER OF BODY EACH SIDE ONE PAIR ON REAR OF BODY UP HIGH - REVERSE ACTIVATED
419	86588888	1	SPECIAL ITEM, INDICATOR LIGHT FOR TELE LIGHTS WHEN UP
420	86588888	1	SPECIAL ITEM, GOLIGHT 20204 ON CAB ROOF DASH CONTROLLED
421		1	**CLAR NOTES, WHITE AND MOUNTED ON RISER
422	10310410	1	PAINT & FINISH
423	90010020	1	PAINT SCHEME
424	90030007	1	TWO TONE CAB
425	90029910	1	PAINT BREAK #1 - BOTTOM OF WINDSHIELD
426		1	**ENG Upper Color for Two Tone Paint = WHITE.
427		1	**ENG Lower Color for Two Tone Paint = RED.
428	90030154	1	PAINT FRAME RAILS & BODY REAR DROP - BLACK
429	90030190	1	TEXTURED FRAME RAIL COATING
430	90680120	1	CHEVRON STRIPING, REAR BODY OUTBOARD, REFLEXITE
431	10310420	1	EQUIPMENT
432	91010000	1	MISC EQUIP - (1) PINT TOUCH-UP PAINT, STAINLESS STEEL NUTS & BOLTS

Line	Item #	Qty	Item Description/Comments
433	91030700	1	ZIAMATIC SAC-44 FOLDING WHEEL CHOCKS (PAIR) MTD W/ SQCH-44H HOLDERS
434	10310600	1	COMPLETION & WARRANTY
435	99010100	1	MANUALS, ELECTRONIC VERSION (2-USB)
436	99031195	1	DEALER DELIVERY
437	99520110	1	WARRANTY, ONE YEAR
438	99521100	1	WARRANTY, FRAME, LIFETIME
439	99521200	1	WARRANTY, CAB STRUCTURAL, 10 YR.
440	99521300	1	WARRANTY, BODY STRUCTURAL, 10 YR.
441	99521400	1	WARRANTY, PAINT, 10 YR.
442	99521900	1	WARRANTIES, MAJOR VENDOR COMPONENTS
443	99999100	1	NOTATIONS
444	99999996	1	TOTAL APPLICABLE FOR DISCOUNT
445	99999997	1	DISCOUNT AMOUNT (15%)
446	99999998	1	NOT APPLICABLE FOR DISCOUNT
447	99999999		TOTAL TRUCK PRICE
448	10310500	1	DEALER SUPPLIED
449	PDB000121	1	DEALER SUPPLIED - Compartment Matting- Standard
450	PDB000104	1	DEALER SUPPLIED - Mount and provide power for Customer Computer
451	PDB000615	1	DEALER SUPPLIED - Pac Trac Back Walls of Compartments
452	PDB000096	1	DEALER SUPPLIED - Radio Mount-Single Head
453	PDB000096	1	DEALER SUPPLIED - Radio Mount- Single Head
454	PDB001297	1	DEALER SUPPLIED - Antenna Mounting(3)
455	PDB000784	1	DEALER SUPPLIED - Brigade 360 Camera System Pumper
456	PDB000403	1	DEALER SUPPLIED - Medical Glove Holders (Upper Crew Doors)
457	Other	1	DEALER SUPPLIED - INSTALL REFRIGERATOR AND CS BOX
458	Other	1	DEALER SUPPLIED - INSTALL CUSTOMER SUPPLIED SIGTRONICS INTERCOM SYSTEM
459	Other	1	DEALER SUPPLIED -INSTALLATION OF CUSTOMER SUPPLIED FLASHLIGHTS

Line	Item #	Qty	Item Description/Comments
460	PDB000380	1	DEALER SUPPLIED - PDI-Pumper
461	PDB000737	1	DEALER SUPPLIED - ELkhart Stinger Deck Gun w/Base and 1250E Nozzle
462	PDB001702	1	DEALER SUPPLIED - SHELVING ALLOWANCE
463	PDB001806	1	DEALER SUPPLIED - GRAPHICS

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

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

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

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

**1. TERM OF CONTRACT**

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

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

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

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

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

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

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

### **3. PRICING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

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

The Report must contain the following fields:

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

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

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

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

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

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

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

### **11. INDEMNITY AND HOLD HARMLESS**

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

### **12. GOVERNMENT DATA PRACTICES**

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

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

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

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

*3. Use; Quality Control.*

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

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

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

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

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

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

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

#### **15. FORCE MAJEURE**

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

#### **16. SEVERABILITY**

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

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**22. CANCELLATION**

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

Sourcwell

The Sutphen Corporation

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

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

Approved:

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

# RFP 113021 - Firefighting Apparatus and Fire Service Vehicles

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## Vendor Details

Company Name: The Sutphen Corporation  
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## Submission Details

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