

**MASTER AGREEMENT # 082025****CATEGORY: Firefighting Apparatus and Fire Service Vehicles****SUPPLIER: Rock River Industries, LLC dba Midwest Fire Equipment & Repair Company**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Rock River Industries, LLC dba Midwest Fire Equipment & Repair Company, 901 Commerce Road, Luverne, MN 56156 (Supplier).

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

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

**Article 1:  
General Terms**

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

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on December 8, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (RFP #082025), Category 1: Structural Apparatus and Comprehensive Solutions, to Participating Entities. In Scope solutions include:
- a. **Category 1: Structural Apparatus and Comprehensive Solutions**, including, but not limited to:
- Pumper trucks, aerial trucks, tanker/tender or water supply trucks, and quints;
  - Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in i. above;
  - Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in i. – ii. above; and,
  - Category 1** responders **MAY** include complementary Specialty Apparatus and Equipment and Brush and Wildland Urban Interface (WUI) Apparatus solutions in their response.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

**13) Supplier Representations:**

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Article 2: Sourcewell and Supplier Obligations**

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

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
  - Identify the applicable Sourcewell Agreement number;
  - Clearly specify the requested change;
  - Provide sufficient detail to justify the requested change;
  - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
  - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by

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

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

19) **Grant of License.**

a) **During the term of this Agreement:**

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

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

c) **Use; Quality Control.**

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

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

- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
    - \$1,500,000 each occurrence Bodily Injury and Property Damage
    - \$1,500,000 Personal and Advertising Injury
    - \$2,000,000 aggregate for products liability-completed operations
    - \$2,000,000 general aggregate
  - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
  - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

### **Article 3: Supplier Obligations to Participating Entities**

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

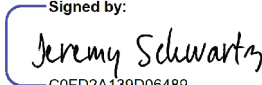
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

082025-RCK

Sourcewell

Rock River Industries, LLC  
dba Midwest Fire Equipment & Repair  
Company

Signed by:  
  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 12/9/2025 | 8:57 AM CST \_\_\_\_\_

Signed by:  
  
63100268375049C...  
By: \_\_\_\_\_  
Sarah Atchison  
Title: President & CEO  
Date: 12/9/2025 | 7:31 AM CST \_\_\_\_\_

# RFP 082025 - Firefighting Apparatus and Fire Service Vehicles

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## Vendor Details

Company Name: Rock River Industries LLC

Does your company conduct business under any other name? If yes, please state: Midwest Fire Equipment & Repair Company

Address: 901 Commerce Road  
PO Box 524  
Luverne, 56156 MN

Contact: Sarah Atchison

Email: sarah@midwestfire.com

Phone: 507-283-9141

Fax: 507-283-9142

HST#: 46-2560530

## Submission Details

Created On: Wednesday July 02, 2025 08:13:07

Submitted On: Friday August 15, 2025 13:11:31

Submitted By: Sarah Atchison

Email: sarah@midwestfire.com

Transaction #: 8b12b747-56a4-40df-b682-b951c1f76e06

Submitter's IP Address: 147.243.205.210

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## Specifications

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

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Rock River Industries, LLC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	dba Midwest Fire Equipment & Repair Company	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	707F4	*
5	Provide your NAICS code applicable to Solutions proposed.	336211 - Motor Vehicle Body Manufacturing 336112 - Light Truck and Utility Vehicle Manufacturing 336120 - Heavy Duty Truck Manufacturing 336999 - All Other Transportation Equipment 922160 - Fire Protection 423110 - Automobile and Other Motor Vehicle Merchant Wholesalers 811121 - Automotive Body, Paint, and Interior Repair and Maintenance	*
6	Proposer Physical Address:	901 Commerce Road, Luverne MN 56156	*
7	Proposer website address (or addresses):	MidwestFire.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Sarah Atchison, President & CEO 901 Commerce Road/PO Box 524, Luverne MN 56156 sarah@midwestfire.com, 507-283-9141	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Sarah Atchison, President & CEO 901 Commerce Road/PO Box 524, Luverne MN 56156 sarah@midwestfire.com, 507-283-9141	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Darcie Johnson, Vice President & CFO 901 Commerce Road/PO Box 524, Luverne MN 56156 darcie@midwestfire.com, 507-283-9141  Newt Johnson, Sales Representative 901 Commerce Road/PO Box 524, Luverne MN 56156 newt@midwestfire.com, 507-283-9141	*

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Founded in 1987 and headquartered in Luverne, Minnesota, Midwest Fire has proudly built over 1,700 custom fire apparatus for departments across the United States and Canada. As a family-owned company, we've earned a reputation for delivering exceptional quality, reliability, and service grounded in Midwestern values and a deep respect for the fire service.</p> <p>Our mission is simple: We design &amp; manufacture the most versatile, high-value fire apparatus to aid firefighters in the protection of life and property-all with a neighborly style and Midwestern values.</p> <p>Vision: Our vision is to earn a reputation for providing high quality, best value products and superior personal service to our customers to assist them in their mission to protect life and property.</p> <p>We live by a set of core values that define who we are and how we operate:</p> <ul style="list-style-type: none"> <li>• Expertise &amp; Knowledge</li> <li>• Passion &amp; Positive Attitude</li> <li>• Customer-Focused Solutions</li> <li>• Teamwork &amp; Fun</li> <li>• Flexibility &amp; Responsiveness</li> <li>• Quality, Continuous Improvement &amp; Safety</li> </ul> <p>These principles aren't just posters on the wall, they guide our decisions, shape our culture, and drive our success. Every team member is empowered to contribute to a workplace that prioritizes collaboration, innovation, two-way communication, and lasting partnerships with the departments we serve.</p> <p>After nearly four decades in the industry, Midwest Fire is more than a manufacturer, we're a trusted partner. Our unwavering commitment to continuous improvement, customer-first service, and operational excellence ensures that each fire truck we deliver is worthy of the communities it protects.</p>	*
12	What are your company's expectations in the event of an award?	<p>If awarded, Midwest Fire intends to build on the strong momentum established through our existing partnership with Sourcewell. In the partial first year of our contract, 2022, 32% of our truck orders were placed via the Sourcewell contract. This grew to 68% in 2023, increased further to 75% in 2024, with 2025 orders currently tracking at 73%. This contract remains a core pillar of our sales strategy.</p> <p>We offer Sourcewell participants a 5% discount, the only discount we provide, delivering meaningful savings to our customers. Our team is committed to maximizing the value of this program through:</p> <ul style="list-style-type: none"> <li>• Strategic marketing initiatives</li> <li>• Streamlined procurement processes</li> <li>• Transparent pricing</li> <li>• Dependable service and support</li> </ul> <p>We see this partnership as more than transactional; it is a shared mission to help departments acquire high-quality apparatus efficiently, affordably, and with confidence.</p>	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>Midwest Fire is proud to be a debt-free company with a long-standing track record of consistent profitability. Our balance sheet is strong, our cash reserves are healthy, and we generate steady cash flow, enabling continual reinvestment into operations, tooling, facility improvements, and our workforce.</p> <p>Key financial highlights:</p> <ul style="list-style-type: none"> <li>• 100% debt-free, cash-positive position</li> <li>• Year-over-year revenue and margin growth over the past five years</li> <li>• 35,000 sq. ft. precast facility (built in 2008) designed for scalable production</li> <li>• Strategic expansion into Type 3 units, Mini-Pumpers, and our first custom chassis build (scheduled for November 2025)</li> </ul> <p>With 128 combined years of fire apparatus industry experience, our leadership team is focused on sustainable, lean operations that support long-term growth. Supporting documents that validate this financial strength are included in our upload section.</p>	*
14	What is your US market share for the Solutions that you are proposing?	<p>Over the past 35+ years, Midwest Fire has delivered more than 1,700 fire trucks across the U.S. While exact market share can vary depending on region and category, we conservatively estimate our presence to be 15–20%.</p> <p>With steady growth, a lean operating model, and a product reputation for durability and value, we continue to expand our footprint year after year.</p>	*

15	What is your Canadian market share for the Solutions that you are proposing?	While currency exchange rates have presented challenges in recent years, we remain committed to the Canadian market. Several trucks are currently in production for Canadian departments, and we continue to actively market north of the border. As exchange conditions improve, we anticipate growth in this segment.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Midwest Fire has never been involved in any bankruptcy proceedings past or present. Our financial health remains strong and stable, and we are committed to transparency and compliance throughout the life of this contract.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Midwest Fire is a manufacturer and operates under a factory-direct sales model, a rare and valuable approach in the fire apparatus industry. We do not use third-party dealers or distributors.  All sales interactions are handled directly by our in-house team of trained professionals, Midwest Fire employees, who are deeply knowledgeable, highly experienced, and passionate about fire service.  This approach offers departments a unique advantage: they work directly with the same people who design and build their apparatus. No middlemen. No confusion. Just better communication, better service, and a better truck.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Midwest Fire is fully licensed in compliance with all relevant state, local, and federal regulations governing manufacturing and commercial operations in the state of Minnesota. We do not outsource or subcontract any critical services that would require third-party licensing.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Midwest Fire has never been debarred or suspended from any federal, state, or cooperative contract. Our record is clean, and our reputation is one of integrity and compliance.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Prairie Business Magazine named Midwest Fire one of the 50 Best Places to Work in the Upper Midwest for 2024, 2023, 2021.  This recognition reflects the strength of our team, our leadership, and our commitment to excellence in both manufacturing and workplace culture.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Effectively all Midwest Fire sales are with government entities, generally municipalities, county government agencies, cities.	*
22	What percentage of your sales are to the education sector in the past three years?	Midwest Fire has not made sales to the education sector within the past three years. Our focus has remained squarely on serving governmental entities in the fire service sector.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Midwest Fire currently holds one cooperative purchasing agreement with Sourcewell. Since receiving our most recent contract award, we have secured over 150 purchase contracts through Sourcewell. Many of these trucks are already in our active 16-month production backlog, with deliveries scheduled in the near term.  This contract is a cornerstone for our business, and we are fully committed to maximizing its value for Sourcewell participants.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Midwest Fire does not currently hold any GSA contracts.	*

**Table 2B: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *	
Goreville Fire Department	Ryne McNally	618-964-5696	*
Monroe Township Fire Protection District	Scott Jaeger	815-761-3456	*
Elizabeth Fire Department	Randal Crosier	812-267-8394	*
Neoga Fire Protection District	Clint Willenborg	217-663-8503	
Galesburg Charleston Fire Department	Bryan Free	269-377-5140	

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

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

Line Item	Question	Response *	
26	Sales force.	<p>Midwest Fire uses a factory-direct sales model with no third-party dealers, no middlemen, and no confusion.</p> <p>Our sales team is:</p> <ul style="list-style-type: none"> <li>• 100% internal</li> <li>• Fully trained and supported by executive leadership</li> <li>• Embedded within our Luverne, MN facility, working closely with engineering, production, service, and administrative teams for seamless, real-time collaboration</li> </ul> <p>Every customer works directly with a Midwest Fire employee from the initial quote through delivery and beyond. This direct connection ensures better communication, faster turnaround, and customer experience that is personal, responsive, and transparent.</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Midwest Fire does not operate through a traditional dealer, distributor, or reseller network. Our trucks are sold factory-direct, and our reputation has grown as we have successfully delivered units to 47 U.S. states and five Canadian provinces.</p> <p>Our sales team consists of industry experts who know our trucks inside and out, and no one can sell our products like we can. Many of our new customers come through referrals, and our factory-direct sales model has become a key differentiator in the marketplace.</p>	*
28	Service force.	<p>At Midwest Fire, customer service isn't just a department, it's our DNA. Our factory-direct model ensures that when a department needs service, they talk directly to us, not a middleman. This means:</p> <ul style="list-style-type: none"> <li>• Immediate response times</li> <li>• Personalized, knowledgeable assistance</li> <li>• A direct line to the people who built your truck</li> </ul> <p>Over the past 35+ years, we've developed a nationwide network of trusted service partners across the U.S. and Canada. If a department already has a preferred service center, we'll contract with them. If not, we'll find and vet a local service partner to ensure reliable support. We go the extra mile to keep the fire departments operational because downtime isn't an option.</p>	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>All orders are handled directly by our in-house sales team at our Luverne, MN facility. No intermediaries. No unnecessary layers.</p> <p>Departments work directly with us from quote to delivery, benefiting from:</p> <ul style="list-style-type: none"> <li>• Clear communication</li> <li>• Faster response times</li> <li>• A streamlined build process</li> </ul> <p>We encourage departments to register with Sourcewell to take advantage of our exclusive 5% contract discount and simplified procurement pathway.</p> <p>Lead Time Advantage:</p> <p>Our current lead time is 16 months from signed contract to delivery, substantially faster than the industry norm of 24–36 months. This is possible thanks to:</p> <ul style="list-style-type: none"> <li>• Our single-facility production system</li> <li>• Efficient, lean manufacturing principles</li> <li>• A customer-first approach that prioritizes readiness and reliability</li> </ul>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Our commitment to service doesn't end when the truck leaves our facility, it's just getting started.</p> <p>When a service or warranty request comes in, we respond immediately. Every case is reviewed by our CEO, ensuring high-level accountability and swift resolution. This level of direct involvement is rare in our industry and is one reason why so many customers return to us for their next purchase.</p> <p>Key Highlights of Our Service Program:</p> <ul style="list-style-type: none"> <li>• Fast response times: we act as soon as the request comes in.</li> <li>• Hands-on support: our team connects departments with the right service resources.</li> <li>• Customer-first culture: we pride ourselves on post-delivery follow-up and long-term support.</li> </ul> <p>The result? A growing list of repeat customers and testimonials from departments who appreciate our "service-first" approach.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>With over 1,700 trucks delivered across the U.S. and Canada, we have both the capacity and willingness to serve all Sourcewell participating entities regardless of size, location, or complexity.</p> <p>We have the infrastructure, skilled workforce, and supply chain partnerships to meet the needs of any department that chooses to purchase through Sourcewell.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Midwest Fire has delivered over 1,700 trucks across the United States and Canada, and we remain fully equipped and eager to serve any Sourcewell participating entity north of the border.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Midwest Fire does not limit service to any region. We've sold into 47 U.S. states and five Canadian provinces and are ready to serve any Sourcewell member regardless of location.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	We do not anticipate any entity that we would not be able to fully serve with the Sourcewell contract.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>We recognize that delivery and logistics for Hawaii, Alaska, and U.S. Territories require a tailored approach. While there are no contract restrictions, we handle each order individually to determine:</p> <ul style="list-style-type: none"> <li>• Best shipping method</li> <li>• Delivery timeline</li> <li>• Coordination of inspection and training</li> </ul> <p>We work directly with each customer to ensure the process is smooth, cost-effective, and meets their unique geographic needs.</p>	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Midwest Fire will extend the contract to all entities.	*

**Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Midwest Fire has partnered with Branding Iron Advertising (Johnson City, TN) for over a decade to execute a strategic, targeted marketing approach that promotes our brand and Sourcewell contract effectively.</p> <p>Our strategy includes:</p> <ul style="list-style-type: none"> <li>• Print ads in key fire service publications</li> <li>• Sourcewell-branded materials for proposals, handouts, and outreach</li> <li>• Trade show signage and booth displays featuring Sourcewell messaging</li> <li>• Digital marketing through Facebook, Instagram, YouTube, and industry outlets</li> <li>• Contract benefit videos and testimonial spotlights</li> <li>• Salesforce (CRM) integration to track Sourcewell inquiries and conversions</li> </ul> <p>We introduce the Sourcewell contract at first contact, making it a natural, streamlined part of our sales process. It's not an afterthought; it's a value-add we lead with.</p> <p>Customer Endorsement:</p> <p>"Some companies forget your name after the sale. Midwest Fire stays with you every step of the way."</p> <p>- David Walker, Fire Chief, Lake Wenatchee Fire and Rescue, WA</p> <p>"A seamless process purchasing, manufacturing, delivery. You've got a team of people who care."</p> <p>- Keith A. Jenkins, Deputy Chief, Frederick County Fire &amp; Rescue, VA</p> <p>"This truck has been excellent... I couldn't be more proud of it. May have been our first truck from y'all, but definitely not our last."</p> <p>- Austin Stewart, Fire Chief, Humphreys County Fire Department, TN</p> <p>"This was the best experience I've had in 40+ years... From the spec process to working with Newt and Joe, absolutely seamless."</p> <p>- Warren Wagner, Fire Chief, Highland Lake FD, NY</p> <p>"We just wrapped up the pre-build on a second unit yesterday. That should tell you everything about what we think of Midwest Fire."</p> <p>- Frank Barresi, Fire Chief, Rehoboth Fire Dept., MA</p>	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We utilize a full suite of digital tools and agency partnerships to sharpen our outreach and expand our reach:</p> <ul style="list-style-type: none"> <li>• Social Media Management: Facebook, Instagram, and YouTube content, including walkthroughs and delivery features</li> <li>• Paid Ads: Campaigns through Meta Ads Manager targeting Sourcewell keywords and audience segments</li> <li>• Email Marketing: Monthly e-newsletters and product highlights</li> <li>• SEO &amp; Web Optimization: Partnered with Intellithought (Kingsport, TN) for technical SEO, competitive keyword targeting, and metadata strategy</li> </ul> <p>By combining storytelling, customer success stories, and search visibility, we ensure the Sourcewell contract stays in front and center on every channel we operate.</p>	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>We hope to continue to receive support with various marketing efforts when appropriate. Our Sourcewell contract is a seamless addition to the initial steps of our sales process. We encourage our customers to consider the benefits of simplifying the bid process and enjoy the freedom to purchase from their desired manufacturer. This has been an easy incorporation, and the contract has proven to be an advantage our customers appreciate.</p>	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>We don't currently have an e-procurement ordering process but would be able to implement one if the need should arise.</p>	*

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

Line Item	Question	Response *	
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41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>We include comprehensive apparatus training as a standard part of every delivery at no additional cost.</p> <p>Our experienced team members provide training during the final inspection process. We ensure departments are confident and hands-on, on-site instruction familiar with every component, including:</p> <ul style="list-style-type: none"> <li>• Lighting and electrical systems</li> <li>• Pump operation and maintenance</li> <li>• Equipment compartments and controls</li> <li>• Safety features and operator protocols</li> </ul> <p>If further training is needed after delivery, our professional technicians are ready to assist, as needed.</p>	*
42	Describe any technological advances that your proposed Solutions offer.	<p>Midwest Fire is the industry leader in All-Poly body construction, with 12 years of dedicated focus on perfecting this innovation in fire apparatus manufacturing.</p> <p>All-Poly Benefits:</p> <ul style="list-style-type: none"> <li>• Constructed with ¾" and ½" copolymer polypropylene</li> <li>• Rust-proof and corrosion-proof</li> <li>• Impact-resistant and exceptionally durable</li> <li>• Seamless extrusion-welded joints for leak-free performance</li> <li>• Lifetime warranty on tanks and body</li> <li>• Lightweight design improves handling, payload capacity, and fuel efficiency</li> </ul> <p>This isn't an upgrade, it's our standard. All-Poly construction remains one of the most valuable differentiators we offer in the market today.</p>	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Midwest Fire operates with a LEAN manufacturing philosophy and a focus on continuous improvement that supports sustainability at every level. This is an employee-led initiative, not only supported but actively followed by leadership throughout the organization.</p> <p>Our approach emphasizes:</p> <ul style="list-style-type: none"> <li>• Waste reduction in materials, energy, and labor</li> <li>• Maximized resource efficiency across people, equipment, and inventory</li> <li>• A culture of long-term thinking rather than short-term fixes</li> </ul> <p>We do more with less, and we do it better. While we do not currently hold third-party green certifications, our internal operations demonstrate a strong commitment to responsible and efficient manufacturing.</p>	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Midwest Fire does not hold third-party eco-labels or sustainability certifications specific to energy efficiency or lifecycle design. However, we're actively collaborating with our vendors to explore equipment and products that align with evolving green technologies as they become available.</p> <p>That said, sustainability isn't just a box we check, it's woven into our LEAN operating model. We prioritize resource efficiency, minimize waste, and focus on smart, sustainable growth. So, our culture and facility reflect a deep, ongoing commitment to responsible practices built into the way we work every day.</p>	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Midwest Fire brings a rare combination to the table that sets us apart from the competition:</p> <ul style="list-style-type: none"> <li>• Factory-direct sales model: No dealer markup. No runaround. Just direct, transparent communication.</li> <li>• All-Poly construction: Stronger, lighter, rust-proof built to last with a lifetime warranty.</li> <li>• LEAN manufacturing efficiency: Faster turnaround (16-month lead time) and greater flexibility.</li> <li>• Small company agility, big results: We listen, we respond, and we deliver high-quality trucks that match the fire department's needs, not the other way around.</li> <li>• Real people. Real service: From CEO to technician, our team is involved, responsive, and committed to long-term support.</li> </ul> <p>For Sourcewell agencies, this all translates to more trucks, less hassle, and unmatched value.</p>	*
46	Describe how your solutions meet United States fire related standards, such as NFPA, for the equipment and products offered in your proposal, including applicable federal and state requirements.	<p>At Midwest Fire, our trucks are designed and built in compliance with National Fire Protection Association (NFPA) guidelines. We adhere to NFPA standards. This commitment reflects our dedication to meeting industry best practices and delivering top-tier emergency response capabilities.</p>	

47	Describe how your solutions meet Canadian fire related standards such as NFPA, and CAN/ULC S515 for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	Safety is at the forefront of our manufacturing process. From design through final inspection, every stage of production is guided by a commitment to quality, durability, and above all, safety. We do our utmost to ensure our apparatus conform to the standards set by NFPA and CAN/ULC S515, integrating their guidelines into our manufacturing processes.
48	Describe available service and repair options for the equipment and products offered in your proposal and how the process works with those servicing the equipment.	<p>Midwest Fire takes a flexible, customer-first approach to service and repair.</p> <p>Here's how it works:</p> <ul style="list-style-type: none"><li>• If the department already uses a preferred service center, we'll contract directly with that facility to handle any repairs or maintenance.</li><li>• If a preferred vendor isn't available, we'll identify and coordinate with a local service center from our extensive network across the U.S. and Canada.</li></ul> <p>We don't limit you to our own service network, we give you options that work best for your department, timeline, and geography.</p>

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
50		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
51		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
55		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
57		Women-Owned Small Business (WOSB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Midwest Fire is a WOSB but is not certified at this time.	*

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
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58	Describe your payment terms and accepted payment methods.	<p>We offer standard payment terms with flexibility to accommodate the specific needs of government agencies. Our typical process is:</p> <ul style="list-style-type: none"> <li>• An initial deposit due upon contract signing</li> <li>• Payment for the chassis due upon OEM providing the VIN number and confirming the unit is built and in transit to the dealer for Pre-Delivery Inspection (PDI)</li> <li>• Final payment due upon final inspection</li> </ul> <p>We recognize that timelines and budgets may vary and are happy to work with your department to establish terms that suit your requirements.</p> <p>Accepted Payment Methods:</p> <ul style="list-style-type: none"> <li>• Check</li> <li>• Wire transfer</li> </ul> <p>Please note, we do not accept credit cards for truck orders; however, P-cards are accepted for individual parts or repair services.</p>	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	Midwest Fire has long-standing relationships with several lease financing companies and can easily make the introduction. Our involvement is to make the introductions only; we allow the leasing company and customer to complete the transaction. We do not serve as any sort of intermediary or 'middleman' on any lease financing arrangement, and we do not receive any compensation or fee through this process. We simply offer the service to assist our customers with leasing finance vendors that we know to be qualified, skilled and reputable.	*
60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>Every order includes a clear, straightforward contract package, including:</p> <ul style="list-style-type: none"> <li>• Standard purchase contract</li> <li>• Quote Sheet</li> <li>• Change order form (if changes arise post-signing)</li> <li>• Comprehensive specifications document</li> </ul> <p>All templates and transaction documents are available in the upload section of our Sourcewell proposal.</p>	*
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Midwest Fire does not accept credit card payment for the deposit or final payment of the fire truck purchase order. We do have ability to run credit cards for individual parts that might need to be purchased for repair, etc.	*

62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>We have provided an Excel document titled "Midwest Fire Catalog Pricing" for your review. The featured tab, "Catalog Pricing," contains detailed pricing information, including:</p> <ul style="list-style-type: none"> <li>• Standard Product Numbers (SKU): Unique identifiers for each apparatus component</li> <li>• Apparatus Product Description: short descriptions of each product option</li> <li>• List Price USD: Midwest Fire standard list price for each item</li> <li>• Sourcewell Discount: A 5% discount applied uniformly to all standard products excluding chassis'</li> <li>• Sourcewell Master Agreement Price USD: Final pricing (List Price less 5%) for all applicable products</li> </ul> <p>Sourcewell discount does not apply for the following items:</p> <ul style="list-style-type: none"> <li>• Chassis pricing, listed by OEM at the top of our pricing document, is invoiced to the customer at the exact dealer invoice amount with no markup and is not eligible for the Sourcewell discount. Pricing reflects the lowest negotiated rates Midwest Fire has secured directly through OEM supply channels, ensuring transparency and the best possible value for Sourcewell members.</li> <li>• Freight</li> <li>• Travel expenses</li> <li>• Performance bonds</li> </ul> <p>This transparent pricing model combines clear, line-item pricing with competitive chassis pricing to provide a comprehensive and fair pricing proposal.</p> <p>Please refer to the attached pricing document for the complete breakdown and product details for all items included in this proposal.</p>	*
63	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Sourcewell participating entities receive a 5% discount across all the apparatus product offerings listed.</p> <p>This is our only available discount and represents our best pricing exclusively to Sourcewell.</p>	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	Midwest Fire may potentially offer volume discounts depending on quantity, type of truck, etc. This is assessed on an individual basis.	*
65	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For non-standard, sourced, or open-market items, pricing is calculated as the quoted material cost plus labor, less a 5% Sourcewell discount, with an additional 25% markup applied. This ensures departments receive a fair and transparent price even for items outside the core contract. All open-market quotes undergo review and approval through our internal pricing and contract compliance process.	*
66	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Midwest Fire's Sourcewell pricing includes:</p> <ul style="list-style-type: none"> <li>• Full installation</li> <li>• All standard and custom specifications</li> <li>• In-depth operator training provided at the time of delivery</li> </ul>	*
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Most departments choose to take delivery at our Luverne, MN facility, where they can:</p> <ul style="list-style-type: none"> <li>• Perform a final inspection</li> <li>• Receive personalized training from our team</li> <li>• Ask questions and finalize paperwork in person</li> </ul> <p>If the customer prefers to have the unit delivered, our Project Manager will coordinate shipping with a trusted third-party carrier. These costs can be:</p> <ul style="list-style-type: none"> <li>• Invoiced separately</li> <li>• Or included in the final contract, based on the department's preference</li> </ul>	*

68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For deliveries to Alaska, Hawaii, Canada, or U.S. Territories, we: <ul style="list-style-type: none"> <li>• Collaborate directly with the customer</li> <li>• Customize logistics based on regional needs</li> </ul> All shipping costs are paid by the purchaser, but we'll assist with quoting, coordination, and paperwork to make it as seamless as possible.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We do not offer alternative delivery mechanisms, but we excel at customization within our two proven delivery methods: <ul style="list-style-type: none"> <li>• On-site pickup with training and inspection</li> <li>• Third-party transport with coordination by our team</li> </ul>	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	We take compliance seriously. To ensure pricing accuracy and adherence to Sourcewell contract terms, we use: <ul style="list-style-type: none"> <li>• Salesforce (CRM) to flag and track Sourcewell-related deals</li> <li>• Internal contract review process by both our CFO and CEO</li> <li>• Quarterly Sourcewell reporting timely, complete, and transparent with on time payment</li> </ul> This multi-layered approach ensures that: <ul style="list-style-type: none"> <li>• Sourcewell participants get the right pricing</li> <li>• All reporting obligations are met</li> <li>• Our team stays aligned and accountable</li> </ul>	*
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Our Midwest Fire Leadership Team meets weekly & one of our agenda items each week is to review how many trucks are being sold off the Sourcewell contract. Currently, a majority of our truck orders are purchased off the Sourcewell contract due to the substantial discount offered for Sourcewell entities.	*
72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Midwest Fire proposes a \$2,000 administrative fee per truck sold.  We would also like to emphasize that through our Sourcewell contract, Midwest Fire has consistently submitted our quarterly reports and fees on time, fully adhering to the contract terms.	*

**Table 6B: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments	
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	We currently offer a 5% discount on our Sourcewell contract, which is the only discount we offer to customers. We are again proposing a 5% discount to customers purchasing off the Sourcewell contract.	*

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

Line Item	Question	Response *	
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74	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Midwest Fire is offering our full product line.</p> <p><b>Custom and Commercial Cab Pumper</b> Pumper units are available on both commercial and custom cab chassis, offered in stock or fully customizable configurations. A variety of body styles and sizes are available, along with multiple pump configurations and capacities. Water tank capacities range from 750 to 1,250 gallons.</p> <p><b>Custom and Commercial Cab Tanker Pumper</b> Tanker Pumpers are available on commercial and custom cab chassis in both stock and custom configurations. These units offer a wide selection of body styles and sizes, pump configurations, and capacities. Water tanks range from 1,500 to 4,000 gallons.</p> <p><b>Custom and Commercial Cab Tanker</b> Tanker units are built on both commercial and custom cab chassis, with a broad range of body styles, sizes, and pump configurations. Tank capacities vary from 1,500 to 4,000 gallons.</p> <p><b>Custom and Commercial Cab Tactical Tender</b> Tactical Tenders are offered on single-axle commercial and custom cab chassis. A variety of body styles and sizes are available, along with multiple pump configurations and capacities. Water tank capacities range from 1,500 to 2,500 gallons.</p> <p><b>Brush Truck</b> Brush Trucks are available on a variety of commercial chassis platforms. These units come in multiple body styles and sizes with various pump options and capacities. Tank capacities range from 200 to 500 gallons.</p> <p><b>Quick Attack</b> Quick Attack vehicles are built on multiple commercial chassis options and feature a range of body styles and sizes. Various pump configurations and capacities are available. Tank capacities range from 200 to 500 gallons.</p> <p><b>Mini Pumper</b> Mini Pumpers are built on Ford F-550 commercial chassis. These compact units offer multiple body styles, pump configurations, and tank capacities ranging from 200 to 300 gallons.</p> <p><b>Type 3</b> Type 3 wildland units are offered on a variety of commercial chassis platforms. They feature multiple body styles, pump options, and tank capacities ranging from 500 to 750 gallons.</p> <p><b>Specialty Vehicles</b> Specialty apparatus includes Chief's vehicles, UTVs, dry rescues, mobile air supply units, skid units, and other custom-built solutions tailored to the specific needs of fire departments.</p> <p>All product lines are offered on a variety of chassis including Freightliner, International, Kenworth, HME, Ford, Ram and General Motors along with our full variety of tank sizes, pump options, compartments, shelves and many other standard options we have available.</p>
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75	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Midwest Fire's catalog pricing features over 2,100 standard options across twelve product lines. These options are organized into individual price books, as detailed in the accompanying Excel document.</p> <p>Product Lines:</p> <ul style="list-style-type: none"> <li>• Tanker Pumper (TP)</li> <li>• Custom Chassis Tanker Pumper (CCTP)</li> <li>• Tanker (T)</li> <li>• Custom Chassis Tanker (CCT)</li> <li>• Tactical Tender (TT)</li> <li>• Custom Chassis Tactical Tender (CCTT)</li> <li>• Pumper (P)</li> <li>• Custom Chassis Pumper (CCP)</li> <li>• Brush Truck (BT)</li> <li>• Quick Attack (QA)</li> <li>• Mini-Pumper (MP)</li> <li>• Type 3 (T3)</li> <li>• Specialty Vehicles (SV)</li> </ul> <p>Note: Specialty Vehicles are built using catalog pricing, as these trucks are tailored to customer specifications and can span multiple truck types and options.</p> <p>Midwest Fire also offers a wide selection of stock units, representing popular configurations across product lines. Pricing for these stock units is detailed individually on separate tabs within the price book, as noted below.</p> <p>Stock Units:</p> <ul style="list-style-type: none"> <li>• Stock Tanker Pumper (TP), 2000 gallon with LSP 1000 GPM pump on Single Axle 2026 Freightliner</li> <li>• Stock Tanker Pumper (TP), 2000 gallon with CX 1000 GPM pump on Single Axle 2026 Freightliner</li> <li>• Stock Tanker Pumper (TP), 2000 gallon with MBP 1000 GPM pump on Single Axle 2026 Freightliner</li> <li>• Stock Tanker Pumper (TP), 3000 gallon with LSP 1000 GPM pump on Tandem Axle 2026 Freightliner</li> <li>• Stock Tanker Pumper (TP), 3000 gallon with CX 1000 GPM pump on Tandem Axle 2026 Freightliner</li> <li>• Stock Tanker Pumper (TP), 3000 gallon with MBP 1000 GPM pump on Tandem Axle 2026 Freightliner</li> <li>• Stock Tanker (T), 2000 gallon with Portable 2BE21H pump on Single Axle 2026 Freightliner</li> <li>• Stock Tanker (T), 3000 gallon with Portable 2BE21H pump on Tandem Axle 2026 Freightliner</li> <li>• Stock Tactical Tender (TT), 2000 gallon with MBP 750 GPM pump on Single Axle 2026 Freightliner</li> <li>• Stock Pumper (P), 1000 gallon with DSD 1250 GPM pump on Crew Cab Single Axle 2026 Freightliner</li> <li>• Stock Brush Truck (BT), 400 gallon with 2BE18V pump on Crew Cab 2025 F550 60" CA</li> <li>• Stock Brush Truck (BT), 400 gallon with 2BE18V pump on Crew Cab 2025 F550 84" CA</li> <li>• Stock Custom Chassis Tanker Pumper (CCTP), 2000 gallon with PSP 1500 GPM pump on 2025 HME Single Axle</li> <li>• Stock Custom Chassis Tanker Pumper (CCTP), 3000 gallon with PSP 1500 GPM pump on 2025 HME Tandem Axle</li> <li>• Stock Custom Chassis Pumper (CCP), 1000 gallon with CSU 1500 GPM pump on Single Axle 2025 HME</li> <li>• Stock Mini-Pumper (MP), 300 gallon with DSD 1250 GPM pump on Crew Cab 2025 F550 84" CA</li> <li>• Stock Quick Attack (QA), 300 gallon with 2BE18V pump on Crew Cab 2025 F550 60" CA</li> <li>• Stock Quick Attack (QA), 300 gallon with 2BE18V pump on Crew Cab 2025 F550 84" CA</li> <li>• Stock Type 3 (T3), 750 gallon with LSP 1000 GPM pump on Single Axle 4x4 Crew Cab 2026 Freightliner</li> </ul> <p>Each tab within the price book lists the standard options available for the corresponding truck model, providing sales representatives with a streamlined reference for configuring builds. Any standard option from the Catalog Pricing tab can be applied across all product lines when using Sourcewell pricing.</p>
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76	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	Our order processes for remount and refurbishing services follow the standard truck order procedures to ensure consistency and efficiency. Pricing for remounts or refurbished units will primarily utilize the catalog pricing options detailed above, allowing for clear, transparent, and standardized costs.  For additional refurbishing services outside of the catalog options, pricing will be calculated based on actual labor and materials, plus a 25% markup. Please note that the standard 5% Sourcwell discount will apply to these charges as well. This pricing method ensures fair and competitive rates while maintaining high-quality service.	*
77	Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic regions covered.	We have included in the document section our comprehensive warranty document, which outlines the full scope of our warranty coverage. Should a customer encounter any issues with their equipment, we have established an efficient contact process designed to facilitate quick and effective resolution. Our warranty department is led by our General Manager, who has over thirty years of experience in the fire industry. During the final inspection, customers receive direct contact information from the General Manager, our dedicated warranty representative, who is available to assist, even beyond regular business hours. A case file is initiated for all warranty claims, regardless of their size, ensuring thorough documentation of all interactions with customers, product vendors, and repair facilities throughout the warranty process until the customer's issue is fully resolved. Warranty coverage is defined by various criteria, including timelines and specific vendor product coverage. Notably, during the first year of coverage, Midwest Fire assumes responsibility for components not covered by product vendors, subject to specific circumstances. Our warranty ranges from 30 days to the lifetime of the product, providing a variety of options tailored to meet our customers' needs. Here is an overview of warranty coverage:  Chassis: All chassis makes and models are covered under the manufacturer's standard factory warranty Pumps: Darley 10 years, Waterous 7 years, Hale 5 years Poly Tank: Lifetime Poly Body: Lifetime Aluminum Brush Truck Body: 5 years PPG Paint (Tank/Body): 10 years LED Lighting: 5 years (Whelen M Series are lifetime) Midwest Fire Plumbing workmanship: 10 years Midwest Fire Electrical workmanship: 10 years Midwest Fire Bumper to Bumper: 1 year Body Sub-Structure: 25 years  *All warranty certificates will be provided at delivery time.	*
78	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranty issues typically passed on to the original equipment manufacturer?	Midwest Fire is dedicated to fostering strong collaboration with both our customers, repair facilities, and the original equipment manufacturer (OEM) to effectively address any warranty-related issues that may arise following the delivery of the truck. Our General Manager will personally oversee communication with the OEM, ensuring that all concerns are resolved in a timely and efficient manner. We value proactive engagement in all warranty claims, whether they involve Midwest Fire or the OEM. Our General Manager will actively advocate for our customers, ensuring that issues are addressed promptly and thoroughly, always prioritizing the best interests of those we serve. During the first year of service, Midwest Fire typically assumes responsibility for any items not covered by the vendor, subject to specific circumstances.	*
79	Describe any service contract options or extended warranties being offered with your proposal.	Midwest Fire will contract with any local service center in the area that the department utilizes and has a relationship with. In the event the department doesn't have a standard local service center they currently utilize, one will be found for them. We do not offer any sort of extended warranties on our trucks.	*

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

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

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

Line Item	Category or Type	Offered *	Comments
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80	Pumper trucks, aerial trucks, tanker/tender or water supply trucks, and quints	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>For Category 1, Midwest Fire offers a range of fire apparatuses that includes, but is not limited to:</p> <p>Pumpers – Versatile frontline engines equipped with midship or front-mount pumps, offering reliable water delivery for structural firefighting and general response operations.</p> <p>Tankers/Tenders – High-capacity water transport vehicles designed to deliver large volumes of water to areas without hydrant access, supporting both urban and rural fire suppression.</p> <p>Tanker Pumpers – Dual-purpose apparatus combining the water-carrying capacity of a tanker with the pumping capability of an engine, ideal for departments requiring both functions in a single unit.</p> <p>Mini Pumpers – Compact apparatus built on smaller chassis, providing quick response capabilities and maneuverability, especially useful in tight or hard-to-access locations.</p> <p>Tactical Tenders – Multi-functional units capable of water transport and pump operations, designed with enhanced off-road capabilities for rural and wildland-urban interface scenarios.</p>	*
81	Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in 77 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Midwest Fire offers a comprehensive selection of loose equipment, ranging from portable generators and extension ladders to hoses, nozzles, and more. Please refer to our product catalog for a complete list of standard equipment options available.	*
82	Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in 77 - 78 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Midwest Fire offers both new stock apparatus designed to meet the needs of most departments, as well as fully customizable vehicles tailored to specific operational requirements. We provide comprehensive repair and maintenance services for all Midwest Fire-built apparatus, along with detailed training and ongoing support customized to each individual vehicle and its features.	*

83	Category 1 responders MAY include COMPLEMENTARY Specialty Apparatus and Equipment and Brush and Wildland Urban Interface (WUI) Apparatus solutions in their response	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Midwest Fire offers a variety of specialty products, including but not limited to:</p> <p>Brush Trucks – Lightweight, off-road capable units designed for wildland firefighting and rapid response in rugged terrain.</p> <p>Type 3 Wildland Units – NFPA-compliant wildland engines built for off-road performance, ideal for rural and wildland-urban interface operations.</p> <p>Chief's Vehicles – Command vehicles equipped with essential communication, lighting, and storage features to support incident command operations.</p> <p>Quick Attack Units – Versatile, rapid-response vehicles designed for initial attack, medical calls, or small-scale incidents.</p> <p>Skid Units – Self-contained fire suppression modules that can be mounted on flatbeds, UTVs, or trailers for added flexibility.</p> <p>Dry Rescues – Specialized units designed for technical rescue operations, providing storage for tools and equipment without onboard water.</p> <p>Mobile Air Supply Units – Apparatus equipped to refill SCBA cylinders on-scene, supporting extended operations and firefighter safety.</p>	*
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**Table 7C: Category 2: Specialty Apparatus and Equipment - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE**

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

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

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

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

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

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

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

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

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

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

**Documents**

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
- [Pricing](#) - Table 6A & 7A - Midwest Fire Catalog Pricing - Question 62 & 75.xlsx - Thursday August 14, 2025 08:17:50
  - [Financial Strength and Stability](#) - Table 2-Question 13 - Financial Strength & Stability.pdf - Monday August 11, 2025 10:38:14
  - [Marketing Plan/Samples](#) - Table 4 - Marketing Plan.pdf - Tuesday August 12, 2025 14:57:07
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Standard Transaction Document Samples](#) - 6A - Contract Package - Question 60.pdf - Tuesday August 12, 2025 14:57:40
  - [Upload Additional Document](#) - Table 3 - Warranty - Question 30.pdf - Tuesday August 12, 2025 14:58:01
  - Requested Exceptions (optional)

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
  - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
    - (i) Those prices;
    - (ii) The intention to submit an offer; or
    - (iii) The methods or factors used to calculate the prices offered.
  - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
  - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sarah Atchison, President/CEO, Rock River Industries dba Midwest Fire Equipment & Repair Company

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

☐ Yes    ☒ No

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

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

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