

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

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

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

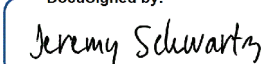
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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

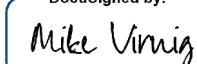
22. CANCELLATION

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

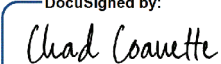
Sourcwell

DocuSigned by:

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

Rev Group, Inc.

DocuSigned by:

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

Approved:

DocuSigned by:

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

RFP 113021 - Firefighting Apparatus and Fire Service Vehicles

Vendor Details

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

Submission Details

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

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

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

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

Line Item	Question	Response *
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	REV Group® companies are leading designers and manufacturers of specialty vehicles and related aftermarket parts and services. Our companies serve a diversified customer base, primarily in the United States, through three segments: Fire & Emergency, Commercial, and Recreation. They provide customized vehicle solutions for applications, including essential needs for public services (ambulances, fire apparatus, school buses, and transit buses), commercial infrastructure (terminal trucks and industrial sweepers) and consumer leisure (recreational vehicles). REV's diverse portfolio is made up of well-established principal vehicle brands, including many of the most recognizable names within their industry. Several of our brands pioneered their specialty vehicle product categories and date back more than 50 years. REV Group trades on the NYSE under the symbol REVG. REV Group manufactures more than 20,000 specialty vehicles every year — a testament to the trust placed in our products. E-ONE, Inc. has been in business since 1974. Ferrara Fire Apparatus has been in business since 1987. KME Fire Apparatus has been in business since 1980 but it's founders had been in the transportation business since 1948. Spartan Fire, LLC./Spartan Chassis has been in business since 1975. Values: DO WHAT'S RIGHT - We act with integrity and transparency, always. We keep our commitments and earn trust through our actions. SAFETY IS LIFE - The safety of our people and those who travel in our vehicles is our top priority. It's more than the way we work, it's a way of life. For our employees this includes weekly safety bulletins, required protective clothing (steel toe shoes, safety classes, ear plugs, etc.), fall restraints, wellness health screenings, optional vision and dental coverage, optional long term illness coverage, and even optional pet coverage. For our end users, our products must be designed and built to meet current industry standard, must provide the level of firefighter safety in their design, must be of the highest quality offered in the industry, and must provide value for Sourcewell members. BUILD LASTING TRUST - Customers depend on our vehicles and support through the entire lifecycle of their purchase. We will build that trust through transparency and respect and by providing quality vehicles and attentive service. THINK LIKE AN OWNER - Each of us plays a vital role in our success. We innovate, execute and use our resources wisely to create value for our stakeholders. WIN AS ONE - We value diversity in our teams, respect alternative perspectives and are accountable to each other to fulfill our goals. We recognize employees for performance excellence by promoting from within when possible, recognizing our Veterans during annual luncheon, recognizing excellence thru attendance, and performing annual evaluations. Our brands are social responsible companies in that we support local community initiatives (parades, marathons, civic activities, fundraisers), and responding to emergencies caused by natural disasters.
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10	What are your company's expectations in the event of an award?	The REV Group's diversified portfolio of specialty products connects and protects communities around the clock and around the world with a lineup of vehicles that have long served the fire and emergency, commercial infrastructure and consumer leisure markets. Together, these vehicle brands have manufactured more than 300,000+ vehicles in service today — a bumper-to-bumper feat that stretches from New York City to Dallas. Among REV's lineup of brands, you'll find vehicles that help fight fires, transport patients to emergency rooms, move freight in the world's ports, offer mobility to people with disabilities, carry children safely from home to school and unite families across the country. It is the goal of the REV Group and our many specialty brands to provide Sourcewell members the largest selection of quality vehicles, options, and services of anyone in the industry. We will provide a working partnership with Sourcewell where together we can provide a one stop shop for purchase and servicing of critical safety and support vehicles. We welcome the opportunity to work with Sourcewell members to understand both current and future needs. This includes but is not limited to apparatus requirements, service requirements, training requirements, and parts/equipment requirements. We welcome the opportunity to work with Sourcewell members to develop custom designed value packages to meet/exceed communicated requirements from our diverse selection of proposed solutions. We commit to provide Sourcewell members timely responses to inquiries and follow up inquiries, to provide Sourcewell members high quality vehicle solutions designed to meet and/or exceed industry standards, to provide Sourcewell members products and services which are competitively priced, provide exceptional value, and extends the life cycle of their purchase, and to provide Sourcewell members unsurpassed "after the sale" service utilizing our worldwide dealer distribution network and supplier partners for parts, service, training, and sales support.
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11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	See attached PDF named REV GROUP (REV Fire Group) Financial Strength and Stability. Press Release on financials (see also attached SEC filing and investor presentation). ROOKFIELD, Wis., September 08, 2021--(BUSINESS WIRE)--REV Group, Inc. (NYSE: REVG), a manufacturer of industry-leading specialty vehicles, today reported results for the three months ended July 31, 2021 ("third quarter 2021"). Consolidated net sales in the third quarter 2021 were \$593.3 million, representing an increase of 1.9% compared to \$582.2 million for the three months ended July 31, 2020 ("third quarter 2020"). The increase in consolidated net sales was primarily due to an increase in net sales in the Recreation and Commercial segments partially offset by a decrease in net sales in the Fire and Emergency ("F&E") segment. The company's third quarter 2021 net income was \$23.7 million, or \$0.36 per diluted share. Adjusted Net Income for the third quarter 2021 was \$24.5 million, or \$0.37 per diluted share, compared to Adjusted Net Income of \$6.3 million, or \$0.10 per diluted share, in the third quarter 2020. Adjusted EBITDA in the third quarter 2021 was \$41.6 million, compared to \$21.4 million in the third quarter 2020. The increase in Adjusted EBITDA during the quarter was driven by increased contribution from the F&E and Recreation segments partially offset by a decrease in the Commercial segment. Fire & Emergency Segment F&E segment net sales were \$269.5 million in the third quarter 2021, a decrease of \$37.2 million, or 12.1%, from \$306.7 million in the third quarter 2020. The decrease in net sales compared to the prior year quarter was primarily due to decreased shipments of fire apparatus and ambulances units compared to the prior year quarter related to supply chain disruption and labor constraints. F&E segment backlog at the end of the third quarter 2021 was \$1,229.5 million, an increase of \$189.8 million compared to \$1,039.7 million at the end of the third quarter 2020. The increase was primarily the result of continued strong demand and order intake for fire apparatus and ambulance units. F&E segment Adjusted EBITDA was \$15.8 million in the third quarter 2021, an increase of \$2.9 million, or 22.5%, from \$12.9 million in the third quarter 2020. Profitability within the segment benefited primarily from cost and efficiency improvements and lower selling, general and administrative ("SG&A") costs, partially offset by lower sales volume and inefficiencies resulting from supply chain disruptions and labor constraints. Working Capital, Liquidity, and Capital Allocation Cash and cash equivalents totaled \$9.2 million as of July 31, 2021. Net debt² was \$240.8 million, and the company had \$276.8 million available under its ABL revolving credit facility as of July 31, 2021, an increase of \$53.1 million as compared to the April 30, 2021 availability of \$223.1 million. Trade working capital³ for the company as of July 31, 2021 was \$405.5 million, compared to \$449.9 million as of July 31, 2020. The decrease was primarily due to decreased accounts receivable and decreased inventory partially offset by decreased payables. Capital expenditures in the third quarter 2021 were \$5.3 million compared to \$2.0 million in the third quarter 2020. Share Repurchase Program On September 2, 2021, the company's board of directors approved the authorization of a new share repurchase program that allows the repurchase of up to \$150.0 million of the company's outstanding common stock, effective immediately. The share repurchase authorization expires in 24 months and gives management the flexibility to determine conditions under which shares may be purchased. Quarterly Dividend The company's board of directors declared a quarterly cash dividend in the amount of \$0.05 per share of common stock, which equates to a rate of \$0.20 per share of common stock on an annualized basis, payable on October 15, 2021, to shareholders of record on September 30, 2021.
12	What is your US market share for the solutions that you are proposing?	REV Fire Group = 25.86% U.S, 25.39% North America *
13	What is your Canadian market share for the solutions that you are proposing?	REV Fire Group = 20.00% Canada *

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

Table 3: Industry Recognition & Marketplace Success

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

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

Table 4: References/Testimonials

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

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

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Baton Rouge	Government	Louisiana - LA	Pumpers, Rescues, and Aerials	10 Units	\$7,270,787.00	*
City of Birmingham	Government	Alabama - AL	Pumper and Aerials	12 Units	\$8,647,814.00	*
City of San Francisco	Government	California - CA	Pumpers and Aerials	8 Units	\$6,144,801.00	*
U. S. Army	Government	District of Columbia - DC	Wildlands	20 Units	\$7,181,055.92	*
U. S. Air Force	Government	Georgia - GA	Misc Vehicles	16 Units	\$8,635,579.00	*

Table 6: Ability to Sell and Deliver Service

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

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

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

Table 7: Marketing Plan

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

Table 8: Value-Added Attributes

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

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

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

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

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

Table 10: Payment Terms and Financing Options

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

Table 11: Pricing and Delivery

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

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

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

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

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

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

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

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

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

Table 15: Industry Specific Questions

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

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

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

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - REV Group_ E-ONE Apparatus Models_Pricing_Discounts Updated.pdf - Tuesday November 30, 2021 15:44:05
 - [Financial Strength and Stability](#) - REV GROUP (REV Fire Group) Financial Strength and Stability.pdf - Tuesday November 30, 2021 15:15:51
 - Marketing Plan/Samples (optional)
 - [WMBE/MBE/SBE or Related Certificates](#) - REV Fire Group Certifications.pdf - Tuesday November 30, 2021 15:47:00
 - [Warranty Information](#) - REV Fire Group Warranties.pdf - Tuesday November 30, 2021 16:05:38
 - [Standard Transaction Document Samples](#) - 20211110 Q113020 Mesa AZ, H & E (AZ) Custom Summary Report - Amended.pdf - Tuesday November 30, 2021 16:20:31
 - [Upload Additional Document](#) - REV Group Misc Files.pdf - Tuesday November 30, 2021 16:18:34

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

☒ Yes ☐ No

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

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

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