

**MASTER AGREEMENT # 082025****CATEGORY: Firefighting Apparatus and Fire Service Vehicles****SUPPLIER: Pierce Manufacturing Inc. an Oshkosh Corporation Business**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Pierce Manufacturing Inc. an Oshkosh Corporation Business, 2600 American Drive, Appleton, WI 54914 (Supplier), as well as Supplier's divisions, Oshkosh Airport Products and Frontline Communications, as defined in the Proposal.

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

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

**Article 1:
General Terms**

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

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

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement shall have an initial term which begins on February 6th, 2026, and ends with an approximate four (4) year term, on December 8, 2029 (the “Initial Term”) unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the Initial Term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (RFP #082025), Category 1: Structural Apparatus and Comprehensive Solutions, to Participating Entities. In Scope solutions include:
 - a. **Category 1: Structural Apparatus and Comprehensive Solutions**, including, but not limited to:
 - i. Pumper trucks, aerial trucks, tanker/tender or water supply trucks, and quints;
 - ii. Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in i. above;
 - iii. Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in i. – ii. above; and,
 - iv. **Category 1** responders **MAY** include **complementary** Specialty Apparatus and Equipment and Brush and Wildland Urban Interface (WUI) Apparatus solutions in their response.
- 8) **Included Solutions.** Supplier’s Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier’s Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables, as well as pricing documentation included on the Sourcewell/Pierce website landing page) for all Included Solutions within Supplier’s Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the base prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

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

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

15) **Force Majeure.** Neither party to this Agreement 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 with prompt written notice of the default.

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

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

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

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

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

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

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

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

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

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

- ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative (named in Supplier's Proposal) to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:

- Maintenance and management of this Agreement;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Participation in reviews with Sourcwell.

Sourcwell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcwell, Supplier will pay an Administrative Fee to Sourcwell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

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

- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
 - c) **Use; Quality Control.**
 - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

- d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
- \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
- c) **Additional Insured.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier.

d) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell or Supplier may terminate this Agreement upon providing written notice of material breach to the other party. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the such party will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

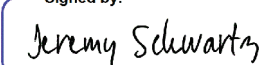
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

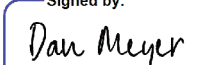
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs. Lead-times due to global supply chain constraints, any delivery date on the customer contract is a good faith estimate as of the date of the order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

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

Sourcewell

Pierce Manufacturing Inc.
an Oshkosh Corporation Business

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 1/6/2026 | 6:06 PM CST

Signed by:

C51EE38204A549E...
By: _____
Daniel M. Meyer
Title: Vice President Sales
Date: 1/6/2026 | 11:59 AM CST

RFP 082025 - Firefighting Apparatus and Fire Service Vehicles

Vendor Details

Company Name: Pierce Manufacturing Inc.
Does your company conduct business under any other name? If yes, please state: Wisconsin
Address: 2600 American Drive
Appleton, WI 54914
Contact: Carol Frank
Email: cfrank@piercemfg.com
Phone: 920-832-3218
Fax: 920-832-3218
HST#: 39-0139830

Submission Details

Created On: Wednesday July 02, 2025 10:01:48
Submitted On: Wednesday August 20, 2025 09:26:00
Submitted By: Carol Frank
Email: cfrank@piercemfg.com
Transaction #: 82194105-5db9-4957-ab71-f81862bbbd65
Submitter's IP Address: 147.243.245.174

Specifications

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

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Pierce Manufacturing Inc., an Oshkosh Corporation Business.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	In the event of award, Pierce Manufacturing Inc., an Oshkosh Corporation Business, will execute the master agreement with Sourcewell. Divisions of Pierce that will offer and deliver Solutions through the contract, include: Oshkosh Airport Products, a division of Pierce Manufacturing Inc., an Oshkosh Corporation Business Frontline Communications, a division of Pierce Manufacturing Inc., an Oshkosh Corporation Business Authorized Pierce dealers will offer delivery of product directly to end customer/Sourcewell member, in addition to contracting directly with the end customer, referencing the Pierce Master Sourcewell agreement. Occasional orders may be direct from Pierce, Oshkosh Airport, and from Frontline direct to end customer.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	04664	*
5	Provide your NAICS code applicable to Solutions proposed.	336120	
6	Proposer Physical Address:	Pierce Manufacturing Inc. an Oshkosh Corporation Business 2600 American Drive Appleton, WI 54914 Oshkosh Airport Products a division of Pierce Manufacturing Inc. an Oshkosh Corporation Business 1515 County Road O Neenah, WI 54956 Frontline Communications a division of Pierce Manufacturing Inc. an Oshkosh Corporation Business 12770 44th Street N Clearwater, FL 33762"	*
7	Proposer website address (or addresses):	https://www.oshkoshcorp.com https://www.piercemfg.com https://www.frontlinecomm.com https://www.oshkoshairport.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Name: Daniel M. Meyer Title: Vice President, Sales Address: 2600 American Drive, Appleton, WI 54914 Email: dmeyer@piercemfg.com 920-832-3000	*

9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Carol Frank Sales Operations, Contract Administrator 2600 American Drive, Appleton, WI 54914 Email: cfrank@piercemfg.com Phone: 920-832-3218	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name: Robert W. Schultz Title: President Address: 2600 American Dr., Appleton, WI 54914 Email: N/A Phone: 920-832-3000	*

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Parent Company History: please reference this link for a full description of the Parent Company history: https://www.oshkoshcorp.com/story/history Please also see attached Pierce-History brochure. The Parent Company, Oshkosh Corporation, is a publicly traded company and has three reportable segments: Access, Vocational and Transport, with Vocational being the primary focus of this proposal. The Vocational segment includes the Pierce Manufacturing Inc., Maxi-Metal, AeroTech, Oshkosh Airport Products, McNeilus, IMT, Frontline Communications and Oshkosh S-Series businesses. The Pierce and Maxi-Metal businesses design and manufacture commercial and custom fire apparatus. AeroTech designs and manufactures airport ground support equipment and gate equipment and provides baggage and facility airport services. Oshkosh Airport Products designs and manufactures aircraft rescue and firefighting (ARFF) vehicles. McNeilus designs and manufactures refuse and recycling collection vehicles and components. The segment also includes IMT-branded field service vehicles and truck-mounted cranes, Frontline Communications-branded simulators, command vehicles and other communication vehicles and Oshkosh S-Series front-discharge concrete mixer vehicles. Vocational segment sales are made primarily to municipal and commercial customers in the Americas. Core Values: Our purpose is making a difference in people's lives. Our core values provide the foundation for how we live our purpose and ensure an ethical and People First Culture. They signal who we are and how we behave as a company and as individuals. We hold ourselves to these standards in every interaction—with fellow team members, customers, suppliers, shareholders and in our communities. We put people first We treat people how they need to be treated. We keep people safe, within our walls and those using our products. We care for the emotional, physical and financial wellbeing of our people. We celebrate what makes each of us unique. We value others' words and ideas. We respect the impact we have on each other, on the people we serve and in communities around the world. We do the right thing We do the right thing, the right way, for the right reasons. We take responsibility for our actions. We speak up and share our thoughts and concerns. We keep our promises. We respect our environment, both where we work and the planet we rely on. We persevere We push the bounds of technology and engineering to bring value to our customers and those who count on us. We challenge the impossible to make a difference every day. We are courageous and steadfast. We strive to overcome obstacles and achieve our goals. We are better together We welcome ideas different from our own. We rely on diversity to drive innovation. We create an inclusive, empowering environment for all. We work together across geographies, platforms, business units and functions to help our company reach its fullest potential. Business Philosophy Our business strategy is grounded in the company's purpose of making a difference in the lives of the people in our communities who do tough work. The strategy is reflected in three simple words: innovate, serve and advance. The company innovates customer solutions by combining leading technology and operational strength to empower and protect the everyday hero. The company is developing and integrating advanced technologies to expand production output, improve profit margins and fulfill its purpose in areas such as electrification, autonomy and connected products. The company serves and supports customers with relentless focus throughout the product lifecycle. The company believes that lifecycle services provide a robust growth opportunity while offering stability throughout business cycles. The company advances by expanding into new markets and geographies to move the world forward. The company expects to continue to grow globally and expand into new categories both organically, and inorganically through acquisitions. Business Longevity: Pierce was founded in 1913. Please refer to the Pierce Timeline in the Attached Pierce-History brochure
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12	What are your company's expectations in the event of an award?	In the event of award, Pierce Manufacturing Inc. would contemplate a multi-year agreement with Sourcewell, and promote internally, with the associated benefits through a proven cooperative. The promotion of benefits of award, would entail continuous training to the 19 authorized dealerships on how best to incorporate the Sourcewell agreement into their sales strategies in hopes of gaining increased sales and an understanding of what is best for their customers. Additionally, we will encourage Sourcewell-led workshops and training to assist with how best to effectively leverage the Sourcewell agreement to continue to grow our business.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Pierce Manufacturing Inc. is a wholly owned subsidiary of Oshkosh Corporation. Oshkosh Corporation is a publicly traded company, under Trading Symbol OSK under the New York Stock Exchange The company delivered another successful year in 2024, demonstrating significant progress in its strategy to drive meaningful growth across the company's businesses and to position themselves for long-term success and shareholder value creation. Net sales grew in each of the segments during the year, led by the Vocational segment. Please see the attached SEC Filings, demonstrating to be financially sound. Please also see the attached D&B Report for Oshkosh Corporation.	*
14	What is your US market share for the Solutions that you are proposing?	Market share information is often found in the "Industry at a Glance," "Competitive Landscape," or "Major Companies" sections of industry reports, which may be included in a company's annual report. These sections might also be referred to as "Key Players" or "Key Competitors". Through Pierce and Maxi-Metal, the Company is a leading North American designer and manufacturer of fire apparatus assembled on both commercially available and custom chassis, designed and manufactured to meet the demanding requirements of firefighters. Pierce's engineering expertise allows it to design its vehicles to meet stringent industry guidelines and government regulations for safety and effectiveness. Pierce primarily serves domestic municipal customers, but also sells fire apparatus to the DoD, airports, universities and large industrial companies, and in international markets. Pierce's history of innovation, research and development in consultation with firefighters has resulted in a broad product line that features a wide range of innovative, high-quality custom and commercial firefighting equipment with advanced fire suppression capabilities. In an effort to be a single-source supplier for its customers, Vocational offers a full line of custom and commercial fire apparatus and emergency vehicles, including pumpers, aerial platforms, ladder and tiller trucks, tankers, light-, medium- and heavy-duty rescue vehicles, wildland rough terrain response vehicles, mobile command and control centers, bomb squad vehicles, hazardous materials control vehicles and other emergency response vehicles. Through Oshkosh Airport Products, the Company is a leader in the design and sale of ARFF vehicles to domestic and international airports. These highly-specialized vehicles are required to be in service at most airports worldwide to support commercial airlines in the event of an emergency. Many of the largest airports in the United States are served by the Company's ARFF vehicles. The U.S. government also maintains a fleet of ARFF vehicles that are used to support military operations throughout the world. Internationally, the Company's vehicles serve airports worldwide, with recent deliveries to airports in Latin America, the Middle East, the United Kingdom and China. The Company believes that the performance and reliability of its ARFF vehicles contribute to the Company's strong position in this market. Through its Frontline Communications business, the Company is a leading manufacturer, system designer and integrator of command trucks and Oshkosh Specialty Vehicles-branded military simulator shelters and trailers. The Company's vehicles have supported disaster relief efforts for FEMA and everyday incident response for federal and local law enforcement, emergency management agencies and fire departments.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Our 3 Canadian dealers do sell through our Sourcewell agreement and we report those sales as "Canada" sales, since the member/customer number we have to report, is found on the Sourcewell Canadian website (Canoe Procurement)	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	N/A	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Pierce and Oshkosh Airport are best described as a (b) a manufacturer. Our products are supported and sold by authorized dealers throughout the U.S. and Canada. The Pierce Dealer network consists of 16 U.S. based dealers and 3 Canadian based dealers. Each dealer has been contracted for designated, awarded territories, enabling them to service local fire departments and municipal government officials. The professional sales network consists of more than 300 sales representatives in the U.S. and Canada that are dedicated to provide first responders with the highest quality apparatus. Pierce also offers local parts and service capabilities through our dealer network, to help municipalities maintain peak readiness for this vital municipal service. Oshkosh Airport Products offers both direct sales throughout the U.S. and International markets, as well as sales through a majority of the same authorized Pierce dealer network. Frontline Communications offers sales throughout the U.S. through the same authorized Pierce dealer network.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Pierce has obtained and maintains all appropriate licenses for sales, manufacturing, motor vehicles, and dealer licenses in accordance with state laws. The Pierce dealer network has independent licenses as required by law in the state in which they sell. Oshkosh Airport and Frontline Communication licenses would be under Pierce. Pierce products are manufactured in accordance to all relevant codes, standards and industry best practices. We hold our vendors accountable to the utmost standards. Beyond ISO certifications and compliance, we require our supply chain of major components to obtain a score of 80% or above on supplier quality audit performed by Oshkosh Corporation supplier quality. Pierce Manufacturing Inc., including Frontline Communications are ISO 9001:2015. Certification recertified April 2025. In addition, Oshkosh Airport is ISO 14001 certified.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Pierce Manufacturing Inc. has not had suspension or debarment that applies within the past 10 years.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	* Pierce Volterra Electric Fire Truck Named 'Coolest Thing Made in Wisconsin 2022' * Pierce has been recognized for our work with Veterans with the Seven Seals Award for meritorious leadership and initiative in support of men and women of the National Guard and Reserve. * Oshkosh Corporation Earns 2025 Military Friendly Employer Designation: https://www.oshkoshcorp.com/news/2024/11-11-24-military-friendly-employer * Oshkosh Corporation (NYSE: OSK), a leading innovator of purpose-built vehicles and equipment, today announced that it has earned the 2025 Military Friendly® Employer designation. This marks the 14th consecutive year that Oshkosh Corporation has been recognized for its commitment to creating meaningful career opportunities for veterans and their spouses, helping to enrich their lives and support their futures. * National Extraordinary Employer Support Award: https://www.oshkoshcorp.com/blog/2025/05-30-25-extraordinary-employer-support-award * Dana Earns an Automotive News PACE Award for Multi-mode, Power-split Transmission System - The Pierce Volterra pumper technology consists of a proprietary Oshkosh Corporation patented parallel-electric drive train featuring an electro-mechanical infinitely variable transmission which allows zero-emissions operation when powered by the integrated onboard batteries. * Pierce Volterra Electric Fire Truck Wins a Popular Science 2022 'Best of What's New Award' * Pierce was recognized with the Focus on Energy 2020 Energy Efficiency Excellence Award. * Oshkosh Corporation Recognized as One of the World's Most Ethical Companies for Tenth Consecutive Year on March 11, 2025 * CESA 6 Your Apprenticeship Career Pathways Excellence Award: Acknowledged for commitment to the Youth Apprenticeship Program and providing diverse career opportunities.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Oshkosh Corporation maintains meaningful relationships with various governmental sectors throughout the organization. Since we are a publicly traded company, the information available is not inclusive of customer specific sales detail.	*
22	What percentage of your sales are to the education sector in the past three years?	Pierce and Oshkosh Airport on occasion will sell to education sectors such as Universities, Colleges, High Schools or Fire Training Schools. The market for our products in these groups is limited. Frontline products generally do not apply to the education sector.	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Pierce is currently contracted with four national cooperatives and five state-level cooperatives. Contracts shown with an asterisk include Oshkosh Airport products. National: Sourcewell*; H-GAC*; NPPGov* and NASPO State-Level: LaMas, BuyBoard, Florida Sheriff's Association*; Ohio Buys* and Costars As a publicly traded company we are unable to provide specific figures, but a substantial amount of our sales are derived through cooperatives.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Pierce currently is contracted with GSA (General Services Administration) under contract GS30F021DA. We are unable to provide annual sales volume.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Oklahoma City	Brent Pierce	405-627-2088	*
Rockford Illinois	Chief Matt Cordonnier	779-500-6533	*
Minneapolis, MN Airport Commission	Kevin Taaffe A.M.F.	507-838-1036	*

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

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

Line Item	Question	Response *	
26	Sales force.	Pierce Manufacturing Inc. sales force is well represented throughout all 50 U.S. states and all Canadian provinces/territories, and the Sourcewell and Canoe Procurement participating members are represented by the authorized dealer network. The sales force supports customer requests, trade shows, warranties, customer bids and the management and configuration of the truck order. There are more than 300 sales representatives in the U.S. and Canada dedicated to provide the highest quality apparatus to the Sourcewell Members. In addition, the sales force is comprised of legacy tenure and new generations. Many of our sales representatives have past history within the fire industry. The network of sales providers includes a Pierce internal sales team and a dealer network. The internal sales force is led by the VP of Sales and Sr. Director of Dealer Development. There are 5 Regional Vice Presidents, one of which manages Canadian sales. Frontline Communications and Oshkosh Airport are represented by 2 Regional sales leaders. Direct sales, covering government sales, are represented with 2 employees. The internal sales team collaborates with multiple departments within Pierce, including finance, order management, graphics, marketing, truck owner teams, to name a few, ensuring a successful and quality build and delivery to the dealer network. Both the internal sales and dealer network are well versed in cooperative purchasing processes.	*

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	As previously noted, Pierce is well equipped to serve all Sourcewell Members under this agreement, via an expansive authorized dealer network. The dealer network is comprised of 16 U.S. based dealers and 3 Canadian based dealers. Each dealer has been contracted for designated, awarded territories, enabling them to service local fire departments and municipal government officials. Oshkosh Airport serves the Sourcewell Members through authorized dealers in addition to selling direct. The Oshkosh dealer network is the largest in the airport industry, with highly skilled professionals trained for ARFF. The airport dealer network is comprised of 12 U.S. based dealers (one being a parts/service agreement) and 2 Canadian based dealers. Each dealer has been contracted for designated, awarded territories, enabling them to service their local airports. Frontline Communication delivers their Solutions through the Pierce Authorized Dealer network. Refer to attached Dealership Territories Map.pdf, and Authorized Dealer Listing.pdf in the additional documents folder.	*
28	Service force.	Pierce and its dealer network offer a wide variety of Aftermarket services to assist customers with the maintenance of their Pierce branded products. The dealer network has over 950 technicians and 127 service locations to assist the Sourcewell member.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Given the customization of Pierce products, a custom built truck builder software called Pulse, is used throughout the ordering process. The initial sale is completed between the end customer (Sourcewell member) and the authorized dealer. Within the software, the dealer will choose among multiple custom options to build the truck, one of which is the Sourcewell consortium option, to configure to the customers specifications. The Pulse system is used throughout the supply chain from order to final shipment. The software is supported with internal Pierce communication tools such as workflow, online scheduling, build status and a complete truck library allowing the dealer to accurately communicate details to the end customer and coordinate with internal sales operations. Specific to selecting the Sourcewell cooperative option, the software is configured to generate the associated cooperative fees and contract sales, for quarterly reporting to Sourcewell. Additionally, the software generates workflows for monthly audits, ensuring Pierce dealers are complying with the Master Agreement pricing and terms. Oshkosh Airport has launched their own instance of Pulse, that follows the same ordering process as Pierce, allowing for consistency with the dealer network and internal roles. Frontline Communications is currently not in the Pierce Pulse system, however products are priced with cooperatives and internal methods are used to allow for quarterly reporting. A project is under way to integrate Frontline into the Pierce Pulse tool, with an expected go-live date in 2026.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Pierce is staffed with industry-certified professionals to offer customers 24/7/365 support. Every customer matters, so trusted service technicians work hand-in-hand with our dealer network to provide our customers with solutions, in-house or in-field. Pierce dealers are the single-source experts for parts, training, warranties, and aftermarket service. The dealer network spans across the U.S. and Canada and offers 24/7 warranty assistance, chassis preventive maintenance, repairs, communication system upgrades, mobile service unit fleet to the customer, maintenance and operational training. ON-LINE FACTORY SUPPORT Aftermarket Support is available to Pierce dealers and customers. www.Pierceparts.com connects customers to an online parts catalog, components catalogs, operator manuals, select service manual groups, service training information and select learning modules. With millions of dollars and 100,000 square feet dedicated to inventory, Pierce stocks a robust parts supply that responds to every maintenance need for the life of the vehicle. FACTORY HOURS OF OPERATION Pierce maintains a 24 hour/7 day a week, toll free emergency hot-line and employs a staff of dedicated individuals to troubleshooting and parts support. Customer service core hours of operation are Monday-Friday, 7:30 a.m. - 4:00 p.m. CST. Factory technicians are also on-call for after-hour support, available 24 hours/7 days a week. MASTER TECHNICIANS Certified master technicians are available via phone, email, at the customer facility or at a Pierce facility. Factory direct or regional training is available and offered for the customer to schedule at any time. PROBLEM RESOLUTION Should the customer identify a product or service issue, they can contact their local Pierce authorized dealer, since they are the customer's first point of contact. Pierce has established escalation paths for technical support and product support with Out of Service requests having the utmost attention at the dealer service level as well as the factory. Additional there are daily metrics and meetings to review all escalations. Our Effective Dealer Program will take into account parts support and investment, training stats and investment, and warranty support.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Pierce (including Oshkosh Airport and Frontline Communications) has the ability to service Sourcewell participating entities throughout the United States through its authorized dealer network. The dealer network has an established sales and service infrastructure with assigned territories ensuring Sourcewell Members receive the best quality product. The Pierce authorized dealers are dedicated to serving our customers. Many of our customers are Sourcewell members so dealers are willing to continue supporting those members across the United States as well as educate new customers of the benefits of Sourcewell.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Pierce will support all Canadian provinces & territories through its three authorized Canadian dealerships, Commercial Emergency Equipment, L'Arsenal and Safety Source Fire. Canadian Sourcewell/Canoe Procurement Members will have access to all our products through our Canadian dealerships. To further support the Canadian market, Pierce partners with our Canadian sister-company MAXIMETAL on a co-branded collaborative product called the Maxi Saber custom-chassis fire apparatus. Through our shared dealer network, they also offer a full line of Canadian-built commercial-chassis fire apparatus. These products are being submitted by MAXIMETAL on their own response to this RFP.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	There are no geographic areas in the U.S. or Canada that Pierce will not be able to fully serve or support through the proposed agreement. We are proud to provide excellent coverage across the nation and Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	There are no defined account types of Participating Entities that will not have access to our products. We are proud to provide excellent coverage across the U.S. and Canada through our authorized dealer network or direct sales.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific requirements or restrictions that would apply to participating entities in Hawaii, Alaska and in US Territories, that we are aware of. The specific territories typically determine what contracts they will support and allow to be used.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Provided the nonprofit entities are eligible to lawfully take part of the awarded master agreement, based on local, regional, or Federal regulations and guidelines, Pierce is willing to extend the terms to take part in the awarded Sourcewell agreement.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	All programs that Pierce Manufacturing is awarded are promoted equally for fairness and consistency. A link to each consortium located within the footer on the website at https://www.piercemfg.com/ . There is an internal Sales Handbook that contains reference to contracted cooperatives for our dealerships to reference. Definitions of Cooperative Purchasing and Consortium in Pierceopedia™: https://www.piercemfg.com/pierce/pierceopedia . Blog What Is a Consortium? 5 Benefits of Fire Apparatus Consortiums: https://www.piercemfg.com/pierce/blog/benefits-of-fire-apparatus-consortiums	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Pierce has a dedicated marketing team that manages our website and social media to educate customers on new and existing products. Our authorized dealers have established websites and utilize social media platforms such as X, Instagram and Facebook to share messaging. We are able to track analytics our followers through these platforms.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Pierce has had success with the previous and current Sourcewell awarded contracts and continue to see increased growth with repeat and new customers using the contract. Sourcewell's role in promoting our Solutions is primarily accessibility to customers and/or their associated procurement officials. Additionally, we appreciate the extended training that has been offered by Sourcewell to our Authorized Dealers and would like to continue with those offerings to assist with promotion of the contract and ultimately a sale for Pierce. For continuous improvement, the Pierce primary contact has been engaged with Sourcewell's Sr. Supplier Development Executive in regular cadence meetings, which has been beneficial for awareness of our custom Solutions, FAQs from our dealer network or Sourcewell Members, and review customer usage. It is our expectation that the communication and cadence meetings would continue, so we can make improvements on learned experiences and continue to work in a joint effort to educate end users on how the contract can best fit them. The awarded agreement will be integrated into the sales process by offering the end customer a means of efficient procurement, and a competitive price.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our products and services are not available through an e-procurement process due to the complexity and customization. It has been determined, this platform does not fit within our business model.	*

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

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Pierce offers training in several ways to Sourcewell participating entities. - A customer can request factory personnel to provide training which is available after the sale or added to the sale. - The authorized dealer may offer training, introducing the customer to the dealer's support team. - The customer may choose to attend regional training classes offered throughout the year. - Pierce Parts provides resources, manuals, diagrams, training and technical support. All customers receive a Delivery Orientation class prior to placing the apparatus in service. On-site training during vehicle in-service is standard. This provides a basic vehicle operations and maintenance overview. This training is consistent with industry standards. Additional training is offered through the Oshkosh Product Training Center, offering courses focused on the vehicle chassis and firefighting systems. Costs for additional maintenance or operations courses are not included and schedule and pricing is available on our training website. Specialized training can also be requested and will be quoted at time of request. https://oshkoshcorporation.csod.com/LMS/catalog/Welcome.aspx . The training website for Oshkosh Airport ARFF classes is: https://piercemfg.csod.com/login/render.aspx?id=arff Training that is included in the sale of the ARFF apparatus must be redeemed within two years of the apparatus delivery.	*
42	Describe any technological advances that your proposed Solutions offer.	Oshkosh Corporation, including Pierce Manufacturing Inc., is a leader in innovation and each of our products and technologies are designed with customers and end-users in mind. The following are recent technological advances that our proposed Solutions offer: • Pierce Ascendant® Class of Aerials: The Ascendant Class of Aerials was brilliantly engineered to equip firefighters with more aerial choices than ever before. Whether it be weight restrictions, compartment space, preference to ride rather than climb, the lower cost of ownership or rescue capabilities, the Ascendant technology provides flexibility and a wide range of options to meet each department's needs.	

		• E-coat Corrosion Protection: Oshkosh's electrocoating (E-Coat) immersion process provides coverage of complex parts and a uniform thickness without runs or drips. E-Coat delivers a superior corrosion and chemical resistance, while maintaining a high-quality, resilient surface for paint of any color or finish. • Pierce Command Zone™: features designed to provide an enhanced vehicle interface experience. Ranging from the 7" color touchscreen display to the full ClearSky Intelligence™ solution, Pierce offers the level of control, diagnostics, real-time data and prognostics your department needs. • Pierce foam systems: help you perform way beyond the capabilities of water alone. The Pierce Husky™ foam systems (including Hercules™ CAFS, Husky™3, Husky™ 12 and Husky™ Industrial) The handles foam viscosities for Class A and B fires, from Alcohol Resistant AFFF to Class A foams. Plus, all Husky foam systems allow for auxiliary foam pickup, so you can run multiple types of foam at a moment's notice. It's easy to operate and automatically adjust foam output to the proper percentage. • Pierce® ClearSky Intelligence™ connectivity solutions: Gain performance data and reporting on more than 100 data points, enabling fast fault troubleshooting, comprehensive operational vehicle monitoring, efficient maintenance planning and precise budget control. • Pierce Idle Reduction Technology: Perform on and off the scene, in open and closed spaces, with less wear on firefighters and the truck. Pierce® Idle Reduction Technology pairs automatic diesel engine controls with high-performance lithium-ion batteries and lead-acid batteries. Power NFPA 1900 required devices, user-defined mission critical on-scene loads, and HVAC climate control with the main chassis engine shut down for one hour of run time at 150 amps. Featuring built-in safety interlocks and Pierce Command Zone™ auto-start for battery power monitoring and engine re-start, departments can work more safely and efficiently without a second thought. Pierce Idle Reduction Technology is an option on new apparatus and as an aftermarket solution. • HAAS Alert Collision Mitigation: HAAS Alert's Safety Cloud is a cloud-based collision mitigation service that sends real-time digital alerts to drivers in their vehicles as they approach first responders en-route or on-scene at accidents. The goal is to connect responders and their vehicles to the communities that they serve. • PACCAR MX-13 Big Block Engine • Pierce PUC™: the first modern tilt cab emergency response vehicle designed specifically for the response duties of today's fire services now with capacities of up to 2000 gpm. • Snozzle: The Pierce Snozzle advances elevated waterway response with a compact yet capable design. Its lightweight, small profile pedestal maximizes available storage, while its piercing nozzle, high flow discharge, 360-degree rotation and optional dry chemical secondary agent multiply firefighting performance. • TAK-4® Independent Suspension: custom built for Pierce chassis. The TAK-4 Independent Suspension system maintains the feel of the road with outstanding steer-ability and a dramatically smoother ride over any surface. A tight steering system, torsion bar independent suspension and high-performance braking maximize control. It makes a 12-ton fire apparatus feel like an SUV. Includes TAK-4 Independent Front and Rear Suspension. *Oshkosh Airport TAK-4® Independent Suspension: The TAK-4® Independent Suspension system, a standard integration on all new Striker® Aircraft Rescue and Fire Fighting (ARFF) vehicles, marks a revolutionary enhancement in emergency response vehicle technology. Designed to tackle the demanding requirements of ARFF services, TAK-4 provides excellent vehicle mobility, exceptional driver feedback and the wheel articulation necessary for high-performance scenarios. • Oshkosh® Snozzle® high-reach extendable turret (HRET): arms you against the greatest, most extreme ARFF threats. Choose from a 50 ft. or 65 ft. extendable boom. Unleash your attack from every angle – in the air, on the ground, far below grade. Penetrate fire on both sides of the aircraft with intense precision. Cool tight spaces through doorways and over wing exits without ever stepping foot inside the plane *Oshkosh®Striker®Volterra™Electric ARFF: Efficient. Responsive. Unprecedented. The Oshkosh® Striker® Volterra™ Electric ARFF is meticulously engineered to channel mechanical power and battery power to maximize driving and pumping performance while reducing fuel consumption and emissions. Oshkosh® Snozzle®: the Oshkosh® Snozzle® high-reach extendable turret (HRET) arms you against the greatest, most extreme ARFF threats. Choose from a 50 ft. or 65 ft. extendable boom. Unleash your attack from every angle – in the air, on the ground, far below grade. Penetrate fire on both sides of the aircraft with intense precision. Cool tight spaces through door ways and over wing exits without ever stepping foot inside the plane. • Oshkosh Airport Eco EFP™: measure foam percentages from every discharge on the vehicle. The Oshkosh®ECO EFP™ system requires zero foam on the ground for testing foam percentage. ECO EFP measures both the solution and foam flows on the vehicle, and even archives the testing data with a time and date stamp for three years. It's the only foam measuring system fully integrated on the vehicle.	
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Oshkosh Corporation, including Pierce and divisions are focused on action to reduce emissions and rethink how to create more sustainable solutions for customers. 2024 Sustainability Report: https://online.flippingbook.com/view/684211662/ Sustainability Ratings and rankings include:	

ISS ESG - "PRIME" RATING
 MSCI ESG RATING - AAA RATING
 SUSTAINALYTICS - RISK RATING OF 20.8 (Medium risk, where peer average is 28.0)

Green initiatives related to Pierce specific Solutions:

- Production of the Pierce® Volterra™ Electric Fire Truck. the first of its kind in North America, is now working on the frontline in several cities including Portland, OR, Gilbert, AZ, and San Diego, CA. Local fire departments partnered with Oshkosh to design the Pierce® Volterra™ platform of electric vehicles. The lithium-ion battery allows for full-shift capacity. It is expected to save substantial fuel and avoid the corresponding CO2. Along with its major benefit of eliminating diesel fumes in the fire station, the electric fire truck also reduces noise. With its sustainable design, the Pierce® Volterra™ electric fire truck offers an environmentally conscious way for America's first responders to do their jobs and helps cities meet their climate goals.

See 2021 Blog on sustainability - <https://www.piercemfg.com/pierce/blog/sustainable-manufacturing-of-fire-trucks>

- Exceeding emissions requirements. Our Pierce conventional fire trucks earn GHG reduction credits through a U.S. Environmental Protection Agency (EPA) program for vocational vehicles that outperform emissions efficiency requirements. Low-emissions design features such as fuel-efficient engines and low-rolling resistance tires, enable us to regularly exceed emissions standards. Oshkosh generated 120,516 metric tons of CO2 credits from our model year 2024 vehicles under the U.S. EPA's GHG Phase 2 Program.

Company green initiatives:

- * Member of the Dow Jones Sustainability Indices - 2024 award, 6th year

- * Automotive News PACE Award (2024): Pierce and Oshkosh Airport Products, along with supplier Dana Incorporated, received the PACE Award for the electro-mechanical, infinitely variable transmission (EMIVT) system used in the Pierce® Volterra™ Electric Fire Truck and the Oshkosh Airport Products Striker® Volterra Electric Aircraft Rescue and Fire Fighting (ARFF) vehicle. This technology reduces CO2 emissions, improves vehicle performance, and lowers operational costs.

- Reducing environmental footprint is in continuous focus as Oshkosh Corporation works toward achieving near-term and long-term science-based targets (noted on page 9 of the 2024 Sustainability Report). These efforts include investments in renewable energy, such as Pierce Manufacturing's first-ever solar microgrid, which is part of a 90,000-square-foot expansion to its assembly plant in Appleton, WI. This solar microgrid is reducing peak electricity demand through deployment of solar power during times of elevated electricity demand. And by installing 1,200 m2 of solar panels, AUSA managed to cut their CO2 emissions by 35%, making them energy self-sufficient during periods of maximum solar radiation.

Community green initiatives - Goodwill Industries

Pierce works with the local Goodwill Industries on sustainability efforts, by employing Goodwill participants to clean and repack the Pierce safety glasses, for reuse in our manufacturing facilities. Not only do we help support the community and provide employment, but the reuse of the safety glasses provides cost savings and reduces waste to our landfills. This initiative transition to Oshkosh Airport site at 1515 Neenah at end of 2024.

OSHKOSH AIRPORT:

ISO 14001

- o 1515 Neenah – ISO14001 Certified since 2018
- o 1497 Neenah – ISO14001 Certified since 2023
- o Certification attached

2024 Sustainability Report

- o Pages of note: Page 9 – Science Based Targets initiative; Page 41 – Emissions; Page 42 – Waste Diversion; Page 27 - electric ARFF to reduce fuel consumption

2023 Sustainability Report – Solar Microgrid Info

- o Link: 2023 Oshkosh Corporation Sustainability Report

<https://online.flippingbook.com/view/500025337/>

Company Science Based Targets initiative (SBTi)

- o Link: Environment | Oshkosh Corporation <https://www.oshkoshcorp.com/impact/environment>

- o SHORT-TERM TARGETS

- Reduce absolute scope 1 and 2 GHG emissions 57.7% by 2033 from a 2021 base year.

- Reduce absolute scope 3 GHG emissions 32.5% by 2033 from a 2022 base year, covering key areas from purchased goods, services and use of sold products.

- o LONG-TERM TARGETS

- Reduce absolute scope 1 and 2 GHG emissions by 90% by 2050 from a 2021 base year.

- Reduce absolute scope 3 GHG emissions 90% by 2050 from a 2022 base year, covering key areas from purchased goods, services and use of sold products.

Company TRUE Zero Certified – Gold Level Certified - see attached True Cert ID to this proposal

- o 90% waste diversion from a landfill rate or higher required to achieve/stay in program

- o TRUE link: TRUE | Zero Waste certification system <https://true.gbci.org/>

PFAS Free Foam

- o Everything with PFAS is tricky, but we do not allow any PFAS Foams on the property. We do not dispose of any foam at this facility.

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	There are no third-party issued eco-labels, ratings or certifications received for the Solutions included in our Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Pierce is a leading manufacturer of customized fire apparatus, with a dealer network that is second to none. The longevity, stability and family tradition in the fire industry that is threaded throughout our dealer network, sets us apart from others. Pierce's partnership with other segments within the Oshkosh Corporation and the backing of our parent company, Oshkosh Corporation, leverages innovation and financial strength. Pierce and our authorized dealers, understand the customer's needs and provide the details, commitment, and the follow through long after the apparatus is delivered. Pierce is the best choice to meet the needs of each Sourcewell Member. Our entire company is structured and equipped to deliver a fully customized Solution, targeted to address the Sourcewell Member's goals and objectives. Oshkosh Airport is dedicated to leading the way in technology, product support and customer service in the ARFF market. Frontline Communications is leading the way in technology and innovation in Mobile Command Vehicles.	*
46	Describe how your solutions meet United States fire related standards, such as NFPA, for the equipment and products offered in your proposal, including applicable federal and state requirements.	Pierce contracts with Underwriter's Laboratories to inspect Pierce apparatus for compliance to NFPA standards. Every NFPA 1900 apparatus manufactured in the Appleton, WI facility is reviewed by a UL certified inspector after it is completed. See attached Certification Document CD0049.	
47	Describe how your solutions meet Canadian fire related standards such as NFPA, and CAN/ULC S515 for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	Pierce certifies that the manufacturing facility and apparatus have been inspected in accordance with Underwriters Laboratories of Canada. See attached Certification Document CD0059.	
48	Describe available service and repair options for the equipment and products offered in your proposal and how the process works with those servicing the equipment.	Service and repair operations are facilitated through our dealer network who all have processes tailored to their end customers' needs. In certain instances, our dealers may request that a product be repaired at a Pierce service center.	

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		☐ Yes ☒ No	Pierce is publicly owned and does not have HUB partners or franchised dealers. Please see question 20 for recognition Pierce received for work with Veterans.	*
50		Minority Business Enterprise (MBE)	☐ Yes ☒ No	No further comment	*
51		Women Business Enterprise (WBE)	☐ Yes ☒ No	No further comment	*
52		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	No further comment	*
53		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	No further comment	*
54		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	No further comment	*
55		Small Business Enterprise (SBE)	☐ Yes ☒ No	No further comment	*
56		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	No further comment	*
57		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	No further comment	*

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
58	Describe your payment terms and accepted payment methods.	All sales are through authorized Pierce dealers with occasional direct orders for Oshkosh Airport or Pierce. Payment terms are Cash on Delivery (COD) or prepayment, unless otherwise agreed upon by the Pierce dealer. Oshkosh Airport Products' standard payment terms are Net 30 days after delivery of vehicle, for direct orders. Accepted payment methods include check and wire transfer.	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	Through the Pierce Financial Solutions program, PNC Bank provides the industry's most extensive line of lease plans for fleet replacement. With dedicated support, industry leading tax-exempt rates, zero documentation fees, flexible payment plans and quick approvals that can bypass voter referendums, we make it easy to get behind the wheel of your new Pierce apparatus. For more details, refer to "Pierce Financial Solutions Brochure" attached to this solicitation.	*

60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Pierce has a variation of standard warranty documents. Sample documents are included in the warranty document uploads. There are no standard transaction documents required, in connection to an awarded agreement. Pierce's standard terms and conditions for order acceptance require specific language around index based pricing in the underlying contractual agreement. No service contracts are included in this proposal as our proposed offering includes apparatus as the core component. Authorized Pierce dealers may offer service contracts for preventative maintenance purposes.	*
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Pierce does not accept the P-card procurement and payment process for our products.	*
62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Given every fire apparatus is custom built, our pricing model is based off product category base model proposal specifications. The base model proposals are built with the most common options. The proposed price list will include: - Product Category - Identification ID# - Product Description - Published Contract price (List price of base model specifications less the Sourcewell discount) CONFIGURABILITY: All option content selected from the truck builder system to outfit any of the base models are calculated to include the Sourcewell percentage discount, contingent on the product.	*
63	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The base specification pricing offered in this proposal for Pierce, Oshkosh Airport and Frontline Communications, represents a 5.50% off List Price. Option pricing is also 5.50% off List Price.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	Multi-Unit Purchase Discount: Additional discounts may be available for identical multi-unit purchases. Discount varies dependent upon the number of identical units, the configuration of the units, and will be handled on a case-by-case basis. Pre-Payment Discount: Discount amount varies dependent upon apparatus price, delivery schedule, extend of pre-payment, and applicable rate. If elected, the payment for the entire contract amount is due within thirty (30) days of contract execution. This deduction is in addition to all other discounts listed above. If this option is elected, final payment for any changes processed during manufacturing is due prior to the unit leaving the factory for delivery. Payment and pricing options: Chassis Progress Payment Discount: Discount of approximately 3.00% of the custom chassis price is offered if a chassis progress payment is made three (3) months prior to the RFP (ready for pick up from the factory) date. Example: Chassis progress payment in the amount of \$220,714.00 could earn a discount of (\$6,621.00). This discount is not available for Commercial chassis products. Aerial Device Progress Payment Discount: Discount of approximately 2.00% of the aerial device price is offered if an aerial device progress payment is made two (2) months prior to the RFP (ready for pick up from the factory) date. Example: Aerial device progress payment in the amount of \$310,385.00 could earn a discount of (\$6,207.00).	*
65	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced or open market items may be provided by the Pierce authorized dealer and would be quoted at time of request.	*

66	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Pierce does not offer turnkey pricing with this contract, given the customization of our products. Not included within the total cost of acquisition is noted below. Pre-Delivery Expenses Dealer provided options can be added to the apparatus contract upon request and will be handled by the authorized dealer. Dealer provided options can vary depending upon the customer's request and can include but are not limited to the items listed below. Pricing will be provided to each customer upon request and varies by dealership and customer location. - Factory inspection trips - Weekly construction photo progress reports - Orientation DVD specific to the Solution - Loose equipment - Loose equipment (open market items) such as but not limited to, monitors, hose, intercom systems, radio equipment, and rescue tools and equipment. - Engine and/or transmission diagnostic software - Pre-delivery service consisting of basic fluids and filters. - Custom fabrication for tool mounting and communication equipment - any items required for the ongoing maintenance of the vehicle during its useful life - Other items as requested by customer and deemed sourced or open market Sales and other taxes, license, handling, or title fees are also not included.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	FOB Manufacturer's facility (Shipping Point), unless otherwise agreed to within participating entity contract.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery, requires coordination of different transit methods. Typical transit for an apparatus is by flatbed to the port destination, where it is then prepared for ocean transit via sea-van, for travel to the final destination (roll-on/roll off vessel is preferred). These delivery requirements are priced on a case-by-case basis. Shipping expenses are not included in the base specifications cost.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For ARFF vehicles, due to size and weight restrictions, transportation will be via low-boy or flatbed. All required licenses and permits will be obtained prior to shipment.	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Pierce requires authorized dealers to attach internal documents through a workflow, that are audited, to ensure the base proposal pricing complies with the published price list.	*
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Pierce has an internal system to track orders using the Sourcewell consortium agreement. The tracking can be sorted by dealership to show the percentage of orders utilizing the contract and the report is shared with dealers periodically in monthly meetings and additionally in an annual sales leader meeting. Updates to specific Sourcewell related issues are also provided on a monthly basis to the sales leaders. Additionally, to ensure success with the agreement usage, Pierce in joint effort with Sourcewell, promotes training on the nature of the contract and encourages sales representatives to attend the Sourcewell Universities training that is offered. Within our Leads training to the sales force, cooperative purchasing is also discussed.	*
72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Flat fee of \$2,000.00 per customer contract. If more than one truck are on the customer contract, the fee is split.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	No further comment

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

Line Item	Question	Response *
74	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	The following detailed descriptions are offered from Pierce, to meet their customer's needs across the U.S., and Canada, including Hawaii and Alaska. The Category's listed in Table 7B are industry standard categories: custom and commercial pumper, tanker and aerial products. Additionally, complementary specialty apparatus is included: command and communication units (Frontline Communications), ARFF products; and Brush and Wildland Urban Interface (WUI) Apparatus. Reference the Pierce website at: https://www.piercemfg.com/pierce/literature for a full description of each solution. Authorized Pierce Dealers may offer service contracts for preventative maintenance purposes, as well as training and support related to the product offering. CUSTOM AND COMMERCIAL PUMPERS The Pierce pumper body has a variety of body lengths available to provide flexibility. Customers select the body that is right for them to meet the demanding needs of the truck on scene. Custom chassis's (Pierce built) include: Pierce® Volterra™ ,Velocity®, Impel®, Enforcer™, and the Saber®. Commercial chassis are from four leading manufacturers: Ford, Freightliner, International and Kenworth. - Pumper configurations include: Heavy-Duty Rescue Pumper, High Flow Industrial Pumper, Mini Pumper, PUC™ Pumper, Responder, Pumper, BX™ Pumper, and BX™ Wildland. WILDLAND Pierce configurations have been developed to manage both the structural and wildland fire scenarios. Products are developed to provide maneuverability, a focus on angle of approach and departure, comfortable seating for fire fighters, pump and roll capabilities, and compartments space to carry the equipment needed. - Wildland configurations include: Wildland Urban Interface and Wildland BX3. TANKERS Tankers, also called tenders, were originally designed to be a simple water-hauler for situations in which there is no fire hydrant at a fire scene. Today, tankers are fire apparatus designed to meet the specific needs of the department they represent, carrying more equipment and ability to be frontline engines if needed. Pierce tankers are flexible enough to be configured to meet those needs of the department. Tankers provide dual roles of water transport and on-the-spot firefighting. Pierce tankers are designed to accommodate the fire department's water, foam, and equipment storage needs. - Tanker configurations include: BX™ Tanker, Commercial Wet Side Tanker, Commercial Dry Side Tanker, Custom Dry Side Tanker and PUC™ Tanker. RESCUE Walk-In Rescues can provide space for rehabilitation, personnel transport, or incident command, and are customized for any level of response. Interiors are configured around specific needs to maximize storage and user capabilities. Pierce non-walk-in heavy-duty Rescues provide both lower compartment and roof-top storage areas to carry equipment for all types of incident support. The compartments are available in many different sizes and configurations, with several door options available. Our Combination heavy-duty Rescues provide both walk-in and non-walk-in spaces to customize the way you transport, respond, store, and more. These units are especially well-suited for hazardous material responses in which operations centers, equipment storage, and/or laboratory areas are required. - Rescue configurations include: Walk-In, Non-Walk In, Combination and Command. AERIALS (including Quints) Pierce aerials are built with perfection to make certain they meet or exceed all NFPA 1900 standards. Exhaustive design, analysis, and testing are completed by Pierce engineers, followed by a 3rd party audit to certify all aerial designs fully meet or exceed the design requirements of NFPA 1900.

		Pierce offers a range of rear-mounted aerial devices in both steel and aluminum ranging from 55' to 110', mounted on single or tandem axle chassis, as well as a mid-mount platform product. - Aerial configurations include: Heavy duty ladders, platforms, water towers and tillers AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) The Oshkosh® Striker® ARFF combines advanced engineering and cutting-edge technology for optimal performance on the drive and during firefighting. From its aerodynamic design to its state-of-the-art fire suppression systems, it's tailored for the demands of modern airport emergency response. The ARFF vehicle will be equipped to meet NFPA 414 requirements with optional equipment and configurations to meet individual airport needs. - ARFF configurations include: Oshkosh® Striker® 4x4, 6x6 and 8x8, along with the Volterra™. COMMAND (Frontline Communications) Frontline Communications goes beyond just moving equipment to the incident to integrate specialized, responsive solutions around specific mission demands. Whatever you require – negotiation space, deployment flexibility, a custom aluminum body with a commercial or Pierce® custom chassis – our vehicle design engineers have the expertise to get it exactly right. State-of-the-art 3-D modeling tools for precision design and analysis of all critical vehicle components. Slide-out sections expand interior space. Completely integrated electrical system for maximum operator control. Ergonomically designed driver controls and workstations. Robust power control panels withstand years of use. System design turnkey solutions include sophisticated audio / video routing control and high end displays, integrated communications and radio systems, video conferencing, microwave / satellite transmission capabilities, VSAT and COTM (comms on the move) technologies, hi def and infrared video capture and recording, aerial and drone video and 360 surveillance technologies, plus much more. - Command configurations include: Large Mobile Command Vehicles, Mid-Size Mobile Command Vehicles, Small Mobile Command Vehicles, CRU-22 Mobile Command Vehicle	
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	As noted in Question #74 configurations, Pierce provides industry standard categories including Pumper, Tanker, Aerial, Rescue and Specialty products. Example subcategories are as follows: Pumpers: Heavy-Duty Rescue Pumper, High Flow Industrial Pumper, Mini Pumper, PUC™ Pumper, Responder, Pumper, BX™ Pumper, and BX™ Wildland. Tankers: BX™ Tanker, Commercial Wet Side Tanker, Commercial Dry Side Tanker, Custom Dry Side Tanker and PUC™ Tanker. Aerials: Ascendant® class of aerial ladders, platforms and tillers and well as the Sky-Boom™, all including pump and no pump configurations Rescue: Walk-In, Non-Walk In, Combination and Command. Specialty: Command configurations as noted in question 74 above. ARFF configurations as noted in question 74 above.	*
76	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	Apparatus refurbishment and remount services are offered through the Pierce authorized dealers. Each job is quoted independently from one another, due to the complexity. Pricing for refurbishment and remounting is not included in this submission and pricing can vary depending on the service needed.	*

77	Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic regions covered.	Yes, our one-year bumper to bumper warranty covers all product, parts, and labor. Pierce, the ""manufacturer"", warrants each newly manufactured fire apparatus to the original end user/purchaser of specified periods stated below from the date of delivery. The standard Cab & Chassis warranty provides a one-year warranty that warrants against defects in product, workmanship, and/or design. This warranty shall apply provided the vehicle is properly maintained. Nothing contained in this warranty shall make the Manufacturer liable beyond the express limitations hereof, for loss, injury, or damage of any kind to any person or entity resulting defect or failure of the product (except as covered by Product Liability insurance). Refer to WA0008 Pierce 1 Yr Warranty .pdf attached to this solicitation. The Manufacturer's warranty shall not apply to the following: •Wear Items •Normal adjustments and maintenance services. •Failures resulting from the product being operated in a manner not in accordance with the operation manual or for a purpose not recommended by the Manufacturer. •Any product which shall have been repaired, modified, or altered in any way to have been adversely affected the unit's stability or reliability. •Items subjected to misuse, negligence, accident, or improper maintenance. •Loss of time or use of the product, Inconvenience, or other incidental expenses. The authorized Pierce dealer manages all warranty issues on behalf of the end customer. The Pierce dealer utilizes an online claim filling system known as One Warranty for claim processing. Pre-approval for a claim or request for credit (post-correction claim) can be filed via the One Warranty system in the event a warrantable failure is found. All Standard and Extended Warranty claims are subject to specific Standard and Extended Warranty guidelines. Specific warranties exist for particular makes, models ,chassis, options, etc. for Pierce products. Specific warranty bulletins are provided at time of sale to the end customer.	*
78	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranty issues typically passed on to the original equipment manufacturer?	Major components installed but not manufactured by Pierce or Airport Products are covered under original equipment manufacturer's warranties passed through to end user/customer. These include, but are not limited to, engine, transmission, water pump, ABS, and axles. Component Warranties In some cases, suppliers will offer warranties beyond the Pierce or Airport Products one-year warranty. Warranties provided by individual suppliers other than Pierce or Airport Products apply after the one-year vehicle warranty. The administration of the individual supplier warranties, per the supplier, are to be addressed directly with the supplier themselves.	*
79	Describe any service contract options or extended warranties being offered with your proposal.	Authorized Pierce dealers may offer service contracts for preventative maintenance purposes. No service contracts are included in this proposal. Availability of extended warranties, if requested, would be through the Pierce dealers.	*

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

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

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

Line Item	Category or Type	Offered *	Comments	
80	Pumper trucks, aerial trucks, tanker/tender or water supply trucks, and quints	☒ Yes ☐ No	See Depth and Breadth of Offered Solutions in question 74.	*
81	Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in 77 above	☒ Yes ☐ No	The solicitation is not intended to include "service-only" solutions, and our proposed offering includes apparatus as the core component. To complement these offerings, our dealer network is equipped to provide a full range of related services—including technical diagnostics, installation, preventive maintenance, warranty support, and repair—where these services directly support the deployment and performance of our apparatus. Please note that while services such as preventive maintenance contracts are often handled directly through our authorized dealership network, they are provided specifically in support of the apparatus we offer and are designed to ensure optimal performance and lifecycle value of the solutions proposed.	*
82	Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in 77 - 78 above	☒ Yes ☐ No	Our dealer network is equipped to provide the related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in 77-78 above. Required training per compliance with NFPA is offered with the sale of the apparatus as well as additional product training and extended warranties can be purchased as well.	*
83	Category 1 responders MAY include COMPLEMENTARY Specialty Apparatus and Equipment and Brush and Wildland Urban Interface (WUI) Apparatus solutions in their response	☒ Yes ☐ No	Complementary categories included in this proposal include: Frontline Communications leads service on mobile command and communication units; Oshkosh Airport leads Aircraft Rescue and Firefighting Products (ARFF); Other rescue vehicles, mobile foam units, Wildland firefighting apparatus, brush trucks, wildland urban interface (WUI) units included.	*

Table 7C: Category 2: Specialty Apparatus and Equipment - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE

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

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

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

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

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

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

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

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - FY26 Pierce Mfg. bid price FINAL.pdf - Tuesday August 19, 2025 14:48:46
 - [Financial Strength and Stability](#) - Financial Strength.zip - Tuesday August 19, 2025 15:05:52
 - [Marketing Plan/Samples](#) - Pierce history.sustainability.zip - Tuesday August 19, 2025 15:16:35
 - [WMBE/MBE/SBE or Related Certificates](#) - Certificates.zip - Tuesday August 19, 2025 15:10:57
 - [Standard Transaction Document Samples](#) - WA0008 Pierce 1 Yr Warranty.pdf - Tuesday August 19, 2025 15:01:43
 - [Upload Additional Document](#) - Dealer Listing and Maps.zip - Wednesday August 20, 2025 09:22:46
 - [Requested Exceptions](#) - RFP_082025_Master Agreement_PierceMFGedits.docx - Monday August 11, 2025 14:27:05

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

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

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Daniel Meyer, Vice President, Sales, Pierce Manufacturing 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 obligations contemplated in the solicitation proposal.

☒ Yes ☐ No

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

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

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