City of Biddeford
City Council
January 04, 2024 6:00 PM Council Chambers & Zoom

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Status:

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Adjustment(s) to Agenda**
4. **Appointments:**
   - 4.a. 2024.01) Approval/Appointment Erin Ware to Historic Preservation Commission
     20240102 Erin Ware Historic Preservation Commission-ORDER.docx
     20240102 Erin Ware Historic Preservation Commission Application.pdf
5. **Presentation:**
   - 5.a. Presentation by Recreation Department of the Playground Report
     Council 2024 Playground Presentation
     City of Biddeford Playground Report 2024
6. **Public Addressing the Council...(3 minute limit per speaker for up to a total of 15 minutes)**
7. **Consideration of Minutes:**
   - 7.a. Approval of Minutes 12-19-2023
     Council 12-19-23 minutes
   - 7.b. Approval of Minutes 12-21-23
     Council Minutes 12-21-23
8. **Second Reading:**

8.a. 2023.161) Approval/Adoption/Code of Ordinance - Appendix A - Rules of the Council
2023.161) Adoption of Rules of the Council Order - ORDER
20231219 Rules of City Council Redlined - REFERENCE

9. Orders of the Day:

9.a. Approval/Amend Code of Ordinances Part II: Code of Ordinances, Article IV - Boards, Committees, Commissions
010424 DEI Committee Ordinance Memo
010424 DEI Committee Ordinance Order
011722 Language Approved for Creation of Diversity Inclusion Equity Committee

9.b. 2024.03) - Approval/Non-Union Bereavement Leave Policy
20240104 Amendments to Nonunion Bereavement Leave Policy - BRIEF
20240104 Approval -Amendment to Non-Union Bereavement Leave Policy - Updated ORDER.
20240104 Community Comparison - Nonunion Bereavement Leave Policy - REFERENCE

9.c. 2024.04 Approval/Non-Union Parental Leave Policy
20240104 Amendment to Nonunion Parental Leave Policy - BRIEF
20240104 Amendments to Nonunion Parental Leave Policy - Updated ORDER
20240104 Community Comparison - Nonunion Parental Leave Policy - REFERENCE
20240104 Parental Leave - City of Biddeford FMLA Statistics (for birth) - REFERENCE

9.d. 2024.05 Approval/Non-Union Health Insurance/Premium Share
20240104 Amendment Nonunion Health Benefit Employee Contribution - BRIEF
20240104 Amendment Nonunion Health Benefit Employee Contribution - ORDER

9.e. 2024.06) Approval/Award Ambulance Purchase to P.L. Custom - Sugarloaf Ambulance/Rescue Vehicles
20240104 Council - Approval Ambulance Purchase - BRIEF
20240104 Approval Ambulance Purchase - ORDER
20220103 Sourcewell RFP 110921 PL Custom Ambulance Contract - REFERENCE
20231227 Ambulance Purchase Sales Agreement - REFERENCE
20231227 PL Custom Sugarloaf Ambulance Component Report- REFERENCE

9.f. 2024.07) Approval/Award Fire Engine Pumper Purchase to Sutphen Corp
20240104 Council - Approval Fire Engine Pumper Purchase - BRIEF
20240104 Approval Fire Engine Pumper Purchase - ORDER
20220208 Sourcewell RFP 113021 Sutphen Corp Contract - REFERENCE
20231227 Sutphen Engine Pumper Component Report - REFERENCE
20231227 Sutphen Engine Pumper Proposal - REFERENCE

10. Public Addressing the Council..(5 minute limit per speaker)

11. City Manager Report

12. Other Business

13. Council President Addressing the Council

14. Mayor Addressing the Council

15. Adjourn

City of Biddeford

2024.01 IN BOARD OF CITY COUNCIL…January 2, 2024

BE IT ORDERED, that the City Council does hereby confirm Mayor Martin Grohman's Nomination of:

Erin Ware
Ward 5

to the Historic Preservation Commission with a term to expire December 2026.

Attest by:_____
Robin Patterson, City Clerk

CITY OF BIDDEFORD

Application for
City Committees, Commissions and Boards

Date: 12/18/23

Name: Erin Ware

Street Address: _____

_____

Mailing Address:
(if different) _____

_____

Phone Number(s): _____

Email Address: _____

Which City Committee, Board or Commission do you request to be appointed to:

- [ ] Airport Commission
- [ ] Biddeford Citizens Advisory Committee
- [ ] Biddeford Fire Advisory Committee
- [ ] Biddeford Housing Authority
- [ ] Biddeford Police Advisory Committee
- [ ] Board of Assessment Review
- [ ] Cable T.V. Committee
- [ ] Capital Projects Committee
- [ ] Conservation Commission
- [ ] Diversity, Equity and Inclusion Committee
- [ ] Downtown Development Commission
- [ ] Economic Improvement Commission
- [ ] Harbor Commission
- [x] Historic Preservation Commission
- [ ] Planning Board
- [ ] Policy Committee
- [ ] Project Canopy Committee
- [ ] Recreation Commission
- [ ] Recycling & Solid Waste Management Commission
- [ ] Shellfish Conservation Committee
- [ ] Wastewater Management Commission
- [ ] Zoning Board of Appeals
- [ ] Other:

CITY OF BIDDEFORD
Committee Application

Please list any prior experience serving on any Public Boards, Commissions or Committees (and approximate dates)

I wish to be re-appointed to the Biddeford Historic Preservation Commission.

Please list any other experience that may be pertinent to the Board or Committee in which you are requesting to serve on.

Please provide a brief statement describing your interest in serving the City of Biddeford.

Attach any additional information to this application and return it to the City Clerk's Office.

CITY OF BIDDEFORD PLAYGROUND REPORT

Presented by: Biddeford Recreation Department

PLAYGROUND SYSTEM TYPES

PLAY FIT

MINI PLAY SYSTEMS

EDUCATIONAL COMPONENTS

CLASSIC PLAY SYSTEMS

MUSICAL COMPONENTS

NATURE PLAY COMPONENTS

AQUATIC SPLASH PARKS

MEGA PLAY SYSTEMS

CITY OF BIDDEFORD PARKS

MAYFIELD PARK

CLIFFORD PARK

ROTARY PARK

ROTARY BEACH PARK

JFK SCHOOL PLAYGROUND EQUIPMENT

JR MARTIN COMMUNITY CENTER

PIERSON PARK

FUTURE CIP PLANNING

Biddeford Playground CIP Request		Cost	Replace Date	FY25	FY26	FY27	FY28	FY29	Total FY25-29	FY30	FY31	FY32	FY33	FY34	Total FY30-34
Community Center	Sliding Pole	$2,000	2026	n/a	n/a	n/a	n/a	n/a	$0	n/a	n/a	n/a	n/a	n/a	$ -
Mayfield	Tire Swing	$4,500	2026	n/a					$0					$ 4,500	$ 4,500
Pierson's Lane	Tire Swing	$4,500	2026	n/a					$0					$ 4,500	$ 4,500
Pierson's Lane	Firetruck Structure	$11,500	2026	n/a		$11,500			$11,500						$ -
Community Center	Firetruck Structure	$11,500	2026	n/a	n/a	n/a	n/a	n/a	$0	n/a	n/a	n/a	n/a	n/a	$ -
Clifford Park	Talk Tube	$1,000	2029	n/a					$0					$ 1,000	$ 1,000
Clifford Park	Climber	$3,000	2029	n/a					$0					$ 3,000	$ 3,000
Clifford Park	Balance beams (2)	$4,000	2029	n/a					$0			$ 4,000			$ 4,000
Mayfield	Monkey Bars Freestand	$4,000	2029	n/a					$0			$ 4,000			$ 4,000
Rotary Beach	One Bay Arch Swings	$4,500	2029	n/a					$0					$ 4,500	$ 4,500
Mayfield	Overhead Fitness Ladder	$5,000	2029	n/a					$0					$ 5,000	$ 5,000
Mayfield	Two Bay Arch Swings	$7,000	2029	n/a					$0			$ 7,000			$ 7,000
Mayfield	Two Bay Arch Swings	$7,000	2029	n/a					$0			$ 7,000			$ 7,000
Pierson's Lane	Two Bay Arch Swings	$7,000	2029	n/a					$0			$ 7,000			$ 7,000
Community Center	Two Bay Arch Swings	$7,000	2029	n/a	n/a	n/a	n/a	n/a	$0	n/a	n/a	n/a	n/a	n/a	$ -
Mayfield	Bell Ringer Racer	$8,000	2029	n/a		$8,000			$8,000						$ -
Community Center	Slide	$8,000	2029	n/a	n/a	n/a	n/a	n/a	$0	n/a	n/a	n/a	n/a	n/a	$ -
Mayfield	Playhouse	$11,500	2029	n/a		$11,500			$11,500						$ -
Mayfield	Triple Rock Wall	$21,000	2029	n/a					$0				$ 21,000		$ 21,000
Rotary Beach	Mini-Play Structure	$30,000	2029	n/a				$30,000	$30,000						$ -
Mayfield	Mini-Play Structure	$30,000	2029	n/a	$30,000				$30,000						$ -
Pierson's Lane	Classic-Play Structure	$40,000	2029	n/a			$40,000		$40,000						$ -
Rotary	Balance Beam	$2,000	2034	n/a					$0			$ 2,000			$ 2,000
Rotary	Play Sphere Walkers (4)	$2,000	2034	n/a					$0				$ 2,000		$ 2,000
Rotary	One Bay Arch Swings	$4,500	2034	n/a					$0					$ 4,500	$ 4,500
Clifford Park	Two Bay Arch Swings	$7,000	2034	n/a					$0			$ 7,000			$ 7,000
Clifford Park	Classic-Play Structure	$40,000	2034	n/a					$0	$ 40,000					$ 40,000
Rotary	Five Compontent Climber	$40,000	2034	n/a					$0		$ 40,000				$ 40,000
FY Subtotal					**$30,000**	**$31,000**	**$40,000**	**$30,000**	**$214,500**	**$ 40,000**	**$ 40,000**	**$ 38,000**	**$ 23,000**	**$ 27,000**	**$ 168,000**
Total Capital					**$30,000**	**$61,000**	**$101,000**	**$131,000**		**$ 171,000**	**$ 211,000**	**$ 249,000**	**$ 272,000**	**$ 299,000**	

OPTION #1

Current Equipment Inventory: Replacements

- Relocate pieces the JFK playground equipment to the JR Martin Community Center & Rotary Beach Park = $10,000

- Replacement of all 'Poor' rated playground equipment:
  $20,500 (equipment) + $6,150 (freight & installation) = $26,650
  Pierson's Lane – Tire Swing & Fire Truck Structure
  Mayfield – Tire Swing

- Replacement of "Fair" rated playground equipment at Pierson's Lane:
  $47,000 (equipment) + $14,100 = $61,100
  Classic-Play Structure
  Two Bay Arch Swings

OPTION #2

Playground Equipment Inventory: Expansion

- Relocate pieces the JFK playground equipment to the JR Martin Community Center & Rotary Beach Park = $10,000

- Expansion of current footprints to add new elements for the 2yr – 5yr age group and new play systems missing from current inventory. *(Example Proposal Sheets Attached)*

  Rotary Park - Addition of Mini-Play structure for ages 2yr - 5yr
  Mini-Play Structure - $18,000

  Mayfield Park – Addition of Mini-Play structure for ages 2yr - 5yr
  Mini-Play Structure - $30,000

  Clifford Park – Removal of horseshoe pit area, and addition of Nature Play elements for ages 2yr – 12yr
  Site work and Nature Play elements - $40,000

OPTION #3

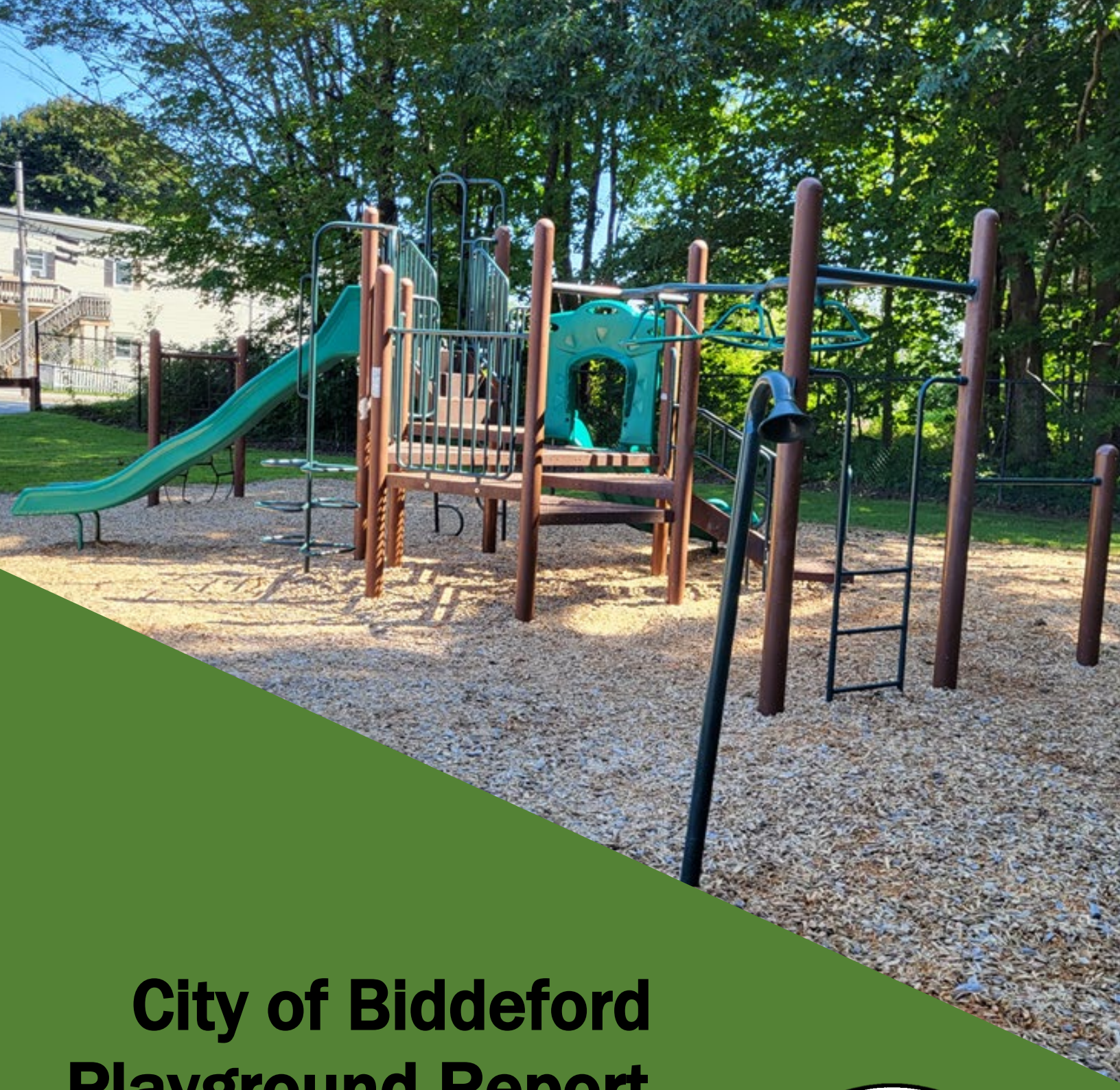
Destination Playground Master Plan and Site Modifications

- Scope of work to include renovating determined site location and playground master plan
  Initial site work and permitting
  Identify and install parking & pathways as needed
  Master Plan – estimated costs at $70,000
  (*estimates based off Town of Scarborough recent 2022 Master Plan with BerryDunn*).

OPTION #4

Council Directed Usage of $100,000

QUESTIONS?



City of Biddeford Playground Report

Prepared & presented by:

Recreation Department
January 2024

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Executive Summary & Overview

The Recreation Department created the Playground Report to provide a comprehensive update on the inventory and condition of the City's playground equipment. The report also captures the maintenance standards and ordinance rules in place in the City parks and facilities where playgrounds reside.

The report is meant to aid the decision-making for the $100,000 City Council allocated expenditure in the fiscal year 2024 budget.

The report highlights each playground site and identifies the current inventory of "play systems" available to Biddeford citizens and those that can be added.
The report also breaks down the current value of each park and plans out the future CIP-required spending to maintain the City's play equipment assets.

The report concludes with multiple options for the FY24 financial spending available and shares the non-fiscal plans for the playgrounds.

GIS Map of Biddeford Playgrounds

City-wide Inventory

The City maintains play equipment in six locations around Biddeford:

Park Locations	Address	Open to the Public
Clifford Park	130 Pool St	Year Round: Dawn to Dusk
J. Richard Martin Community Center	189 Alfred St	Year Round: Dawn to Dusk
Pierson's Lane Park	40 Pierson's Ln	Year Round: Dawn to Dusk
Memorial (Mayfield) Park	130 May St	Year Round: Dawn to Dusk
Rotary Park	550 Main St	Year Round: Dawn to Dusk
Rotary Beach Park	550 Main St	Year Round: Dawn to Dusk

The School District maintains play equipment in four locations around Biddeford:

School District Locations	Addresses	Open to the Public
Center of Technology & Alternative Pathways Center	20 Maplewood Ave	Outside of school hours
Biddeford Intermediate School	335 Hill St	Outside of school hours
Biddeford Primary School	320 Hill St	Outside of school hours
John F. Kennedy School	64 West St	Outside of school hours

General Rules

The rules below are taken directly from City Code Ordinances. A signage plan does not exist for City playground locations. The Recreation Department will work with Public Works in the current 2024 fiscal year to create and post standard rules at all playground locations.

1. Dogs, leashed or not, are prohibited from playgrounds.
2. Tobacco free zones include City-owned playgrounds.
3. Except as authorized, liquor may not be sold, served or consumed at any of the City's playgrounds.
4. Drug free Safe Zones include city-owned playgrounds.
5. No person shall willfully mark, deface, disfigure, injure, tamper with or displace or remove any playground equipment.
6. No adult business shall be located in any location where it would be closer than 1,000 feet, measured in a straight line without regard to intervening structures or objects, to the nearest point on the boundary of any property which is occupied by a playground.
7. No vehicles, including bicycles are allowed in playground areas.
8. A vehicle may not be dismantled or stored within 500 feet of a public playground.

Maintenance Standards

Equipment is purchased, installed, and maintained to meet the Maine Department of Education standards, including adopting the *United States Consumer Product Safety Commission's* Public Playground Guidelines.
All City-owned parks are audited monthly by the Parks Department, including the City's play equipment inventory.

The following are the Park Department's current standards:

Play Equipment

Requirements:

- Play environments shall be safe, durable, vandal resistant, and require minimal maintenance.
- Locate with clear sight lines from park entries, picnic areas, and other high use components.
- Include play elements for all ages and abilities (including swings), separate uses depending on size of play area.

Considerations:

- Include play elements of varying styles and skill levels.
- Use of inclusive play elements is strongly encouraged at all park sites, especially those serving as destination sites due to programming, including ball fields, community gardens, dog parks and other similar components.
- Incorporate shade into the playground and seating, where possible.
- Shaded seating, such as trees or shade structures, should be located close enough to play areas for adults to supervise children.
- Avoid perimeter planter strips or small planting pockets adjacent to play equipment.
- Locate for ease of maintenance service and access.

Safety Surfacing

Requirements:

- Comply with all national and industry safety standards.
- Use synthetic surfacing or engineered wood fiber (EWF) that is contained by a sidewalk, curbing or other edging material.
- Provide transition ramps to allow access from pathway to the play area where EWF is used.

Considerations:

- Synthetic surfacing may include a variety of surfaces, color patterns, or elevation changes in the play area.

Accessibility

Requirements:

- To the greatest extent possible, equipment should be all inclusive, providing accessible play elements for all age and abilities, including mobility, visual, audio and cognitive features.

Considerations:

- Include all-inclusive play areas at park sites with destinations, such as dog parks, fields & courts or other similar components.
- Provide equitable distribution of all-inclusive play areas throughout the City

Drainage

Requirements:

- Include subsurface drainage system under safety surfacing that daylights away from play area.
- Ensure positive surface drainage away from play equipment and other surface play elements.
- Review site design to ensure property drainage for pocket parks and urban plazas that may have more hardscape amenities.

Spatial Relationship of Play Areas to Other Park Components

Requirements:

- Locate with clear sight lines from park entries, picnic areas, and other high use components.
- Locate within close proximity of primary entry or parking lot.

Considerations:

- Avoid locating adjacent to ball fields, sports courts, or other active / programmed uses to reduce user conflicts.
- Avoid locating in or near stands of large, mature trees where tree litter and debris may cause for safety and/or maintenance concerns.

Biddeford does not currently employ a Certified Playground Safety Inspector (CPSI) but is investigating the cost and capacity to bring this certification to a member(s) of the Parks Department. A CPSI would be able to ensure playgrounds are up-to-date on safety issues, including hazard identification, equipment specifications, and surfacing requirements, and maintain industry-standard risk management methods.

Playground Site Evaluations

Disclaimer: All price, freight, and installation estimates come from Premier Park & Play, the City of Biddeford's most recently used playground vendor. Costs per individual item, for consistency, come from the Superior Playgrounds 2023 Catalog, a preferred product source for Premier Park & Play. Actual equipment prices may come in higher or lower if sent out to bid.

Clifford Park

The Clifford Park playground is a small neighborhood playground. The park's scope includes a playground, an asphalted basketball court, a miniature skate park, tennis courts and a horseshoe pit.
It sits at the entrance to the Clifford Park 240-acre trail system. The playground boundaries sit with a wood lot edge along a road.

Uncontained safety wood chips and general aging play elements impact current playground conditions.

Location: ***130 Pool Street***
Playground Footprint: ***75' x 50'***
Space to Expand: ***yes***
Equipment: ***Six distinct pieces including traditional components, musical components and a classic-play structure.***
ADA Accessible: ***No equipment or surfaces***
Age Ranges Served: ***5yr – 12yr***
Park Amenities: ***One trashcan, one bench, one picnic table, one mini-library stand***
Restrooms: ***Permanente structure opened seasonally, May – November***
Pathways: ***Gravel path leading from Pool Street sidewalk***
Parking: ***Dedicated parking lot for park***
City Department Involvement: ***Recreation Department & Public Works***
Community Partners: ***Adopt-A-Park, Friends of Clifford Park, Heart of Biddeford, Conservation Commission, Recreation Commission***

EQUIPMENT	CONDITION	AGE RANGE	DATE INSTALLED	COST VALUE	REPLACE DATE
Balance beams (2)	Fair	2yr - 12yr	n/a	$4,000.00	2029
Two Bay Arch Swings	Good	2yr - 12yr	n/a	$7,000.00	2034
Talk Tube	Fair	5yr - 12yr	n/a	$1,000.00	2029
Climber	Fair	5yr - 12yr	n/a	$3,000.00	2029
Classic-Play Structure	Good	5yr - 12yr	n/a	$40,000.00	2034

Element Total	$55,000.00
Freight/ Install	$16,500.00
Total Value	$71,500.00

FY24 Immediate Needs:

- Power wash equipment
- New wood bark chips
- Sand, smooth and paint flaked areas
- Create curbing around playground
- Relocate picnic table and trash can closer to playground

Future Growth Potential:

- Room to expand footprint for additional playground equipment
- Needs ADA accessible equipment
- Needs additions for age range 2yr – 5yr
- Addition of Nature Play Area to compliment trail system
- Addition of bike racks and extra trashcans, benches, picnic tables will better serve the park size

EXISTING CONDITIONS EXAMPLES

EXISTING CONDITIONS EXAMPLES

EXISTING CONDITIONS EXAMPLES

JR Martin Community Center

The Community Center playground sits on the front lawn of the JR Martin building between Alfred Road, Clark Street, and Myrtle Street and backs up to the Center.

Aging play elements impact current playground conditions.

Location: *189 Alfred Street*
Playground Footprint: *55' x 85'*
Space to Expand: *yes*
Equipment: *Three distinct pieces including traditional components and an educational component.*
ADA Accessible: *No equipment or surfaces*
Age Ranges Served: *2yr – 12yr*
Park Amenities: *none*
Restrooms: *Indoor restroom located inside the center.*
(Center hours currently: M-TH 6am – 8pm)
Pathways: *Paved path from Community Center parking lots*
Parking: *Dedicated parking lot for center*
City Department Involvement: *Recreation Department & Public Works*
Community Partners: *Recreation Commission*

EQUIPMENT	CONDITION	AGE RANGE	DATE INSTALLED	COST VALUE	REPLACE DATE
Firetruck Structure	Poor	2yr - 5yr	n/a	$11,500.00	2026
Two Bay Arch Swings	Fair	2yr - 12yr	n/a	$7,000.00	2029
Slide	Fair	5yr - 12yr	n/a	$8,000.00	2029
Sliding Pole	Poor	5yr - 12yr	n/a	$2,000.00	2026
Element Total				$28,500.00	
Freight/ Install				$8,550.00	
Total Value				$37,050.00	

FY24 Immediate Needs:

- Power wash equipment
- New wood bark chips
- Sand, smooth and paint flaked areas
- Missing swing element – recommended to replace with ADA swing

Future Growth Potential:

- JFK School equipment will be available summer 2025 for relocation to the Community Center

- Room to expand footprint for additional playground equipment
- Needs ADA accessible equipment
- Bike racks, benches, and picnic tables will better serve the playground
- Playground equipment with shade sails needed due to the lack of cover in the main playground areas.

EXISTING CONDITIONS EXAMPLES

EXISTING CONDITIONS EXAMPLES

Memorial (Mayfield) Park

The Mayfield Playground sits within Memorial Park, commonly called Mayfield Park. The park features a playground, a tennis court with lights, a tennis wall, a basketball court, and is also home to the Biddeford Boys' and Girls' Little League Fields. The playground boundaries sit with ballfields on both sides, with the tennis wall in the rear.

Uncontained safety wood chips and general aging play elements impact current playground conditions.

Location: *130 May Street*
Playground Footprint: *165' x 125'*
Space to Expand: *yes*
Equipment: *Nine distinct pieces including traditional components, a mini-play structure and an educational component.*
ADA Accessible: *ADA swings, lacking ADA access pathway*
Age Ranges Served: *2yr – 12yr*
Park Amenities: *Picnic tables, park benches, trash cans*
Restrooms: *Permanente structure opened seasonally, May – November*
Pathways: *None to playgrounds*
Parking: *Street parking only*
City Department Involvement: *Recreation Department & Public Works*
Community Partners: *Adopt-A-Park, Little League, Heart of Biddeford, Recreation Commission*

EQUIPMENT	CONDITION	AGE RANGE	DATE INSTALLED	COST VALUE	REPLACE DATE
Mini-Play Structure	Fair	5yr - 12yr	2006	$30,000.00	2029
Triple Rock Wall	Fair	5yr - 12yr	2006	$21,000.00	2029
Bell Ringer Racer	Fair	5yr - 12yr	2006	$8,000.00	2029
Monkey Bars (Free stand)	Fair	5yr - 12yr	2006	$4,000.00	2029
Overhead Fitness Ladder	Fair	5yr - 12yr	2006	$5,000.00	2029
Playhouse	Fair	2yr - 12yr	2006	$11,500.00	2029
Tire Swing	Poor	5yr - 12yr	2006	$4,500.00	2026
Two Bay Arch Swings	Fair	2yr - 12yr	2006	$7,000.00	2029
Two Bay Arch Swings	Fair	2yr - 12yr	2006	$7,000.00	2029
Element Total				$98,000.00	
Freight/ Install				$29,400.00	
Total Value				$127,400.00	

FY24 Immediate Needs:

- Power wash equipment
- New wood bark chips
- Sand, smooth and paint flaked areas
- Create curbing around playground
- Relocate picnic table and trash can closer to playground

Future Growth Potential:

- Needs additional ADA accessible equipment and pathways
- Addition of bike racks and extra trashcans, benches, and picnic tables will better serve the park size
- Playground equipment with roof tops or site addition of a pavilion needed due to the lack of shade in the main playground areas
- Increased use of seasonal bathhouse to include indoor rest areas, and concessions

EXISTING CONDITIONS EXAMPLES

EXISTING CONDITIONS EXAMPLES

EXISTING CONDITIONS EXAMPLES

EXISTING CONDITIONS EXAMPLES

Pierson's Lane Park

The Pierson's Lane Park playground is a small neighborhood playground. The park features multiple gardening beds maintained by the Biddeford Community Gardens organization. The playground boundaries sit with multi-family housing units on three sides and runs along Pierson Street.

Aging play elements impact current playground conditions.

Location: *40 Pierson's Lane*
Playground Footprint: *100' x 75'*
Space to Expand: *None without removing current elements*
Equipment: *Four distinct pieces including traditional components, a classic-play structure and an educational component.*
ADA Accessible: *none*
Age Ranges Served: *2yr – 12yr*
Park Amenities: *One picnic table, one trash can, garden beds, and one bench*
Restrooms: *No restrooms available onsite*
Pathways: *none*
Parking: *Street parking only*
City Department Involvement: *Recreation Department & Public Works*
Community Partners: *Adopt-A-Park, Community Gardens, Heart of Biddeford, Recreation Commission*

EQUIPMENT	CONDITION	AGE RANGE	DATE INSTALLED	COST VALUE	REPLACE DATE
Firetruck Structure	Poor	2yr - 5yr	2016	$11,500.00	2026
Tire Swing	Poor	5yr - 12yr	n/a	$4,500.00	2026
Two Bay Arch Swings	Fair	2yr - 12yr	n/a	$7,000.00	2029
Classic-Play Structure	Fair	5yr - 12yr	2009	$40,000.00	2029
Element Total				$63,000.00	
Freight/ Install				$18,900.00	
Total Value				$81,900.00	

FY24 Immediate Needs:

- Power wash equipment
- New wood bark chips
- Sand, smooth and paint flaked areas
- Repair all fence lines surrounding playgrounds
- Relocate neighboring apartment dumpsters away from playgrounds

Future Growth Potential:

- Needs additional ADA accessible equipment and pathways
- Addition of bike racks and extra trashcans, benches, and picnic tables will better serve the park size
- Playground equipment with shade sails needed due to the lack of cover in the main playground areas.
- Restrooms needed onsite

EXISTING CONDITIONS EXAMPLES

EXISTING CONDITIONS EXAMPLES

EXISTING CONDITIONS EXAMPLES

Rotary Park

The Rotary Park playground is a community playground. The park is 72 acres with a scope that includes walking trails, two playgrounds, a softball field with lights, a youth football field, a dog park, community gardens, a skate park, a boat launch, winter sledding hills, a picnic grove with picnic tables and grills, a swimmers beach with seasonal lifeguards, the Biddeford Teen Center, a sand volleyball court and a 9-hole disc golf course. The playground boundary sits between the Teen Center, Skate Park and wooded areas.

Uncontained safety wood chips and general aging play elements impact current playground conditions.

Location: *550 Main Street*
Playground Footprint: *75' x 40'*
Space to Expand: *yes*
Equipment: *Four distinct pieces including traditional components and a PlayFit structure.*
ADA Accessible: *Lacking ADA pathways*
Age Ranges Served: *2yr – 12yr*
Park Amenities: *none (within the playground immediate area)*
Restrooms: *Indoor restroom located inside the adjacent Teen Center*
(Center hours currently: M-F 2pm – 6pm)
Pathways: *none*
Parking: *Dedicated parking lot for park*
City Department Involvement: *Recreation Department & Public Works*
Community Partners: *Adopt-A-Park, Community Gardens, Heart of Biddeford, Conservation Commission, Recreation Commission, Rotary Club*

EQUIPMENT	CONDITION	AGE RANGE	DATE INSTALLED	COST VALUE	REPLACE DATE
Play Sphere Walkers (4)	Good	2yr - 12yr	< 2009	$2,000.00	2034
One Bay Arch Swings	Good	2yr - 12yr	< 2009	$4,500.00	2034
Balance Beam	Good	2yr - 12yr	< 2009	$2,000.00	2034
Five Component Climber	Good	5yr - 12yr	< 2009	$40,000.00	2034
Element Total				$48,500.00	
Freight/ Install				$14,550.00	
Total Value				$63,050.00	

FY24 Immediate Needs:

- Power wash equipment
- New wood bark chips
- Sand, smooth and paint flaked areas

- Create curbing around playground
- Pathway from parking lot to playground

Future Growth Potential:

- Needs additional ADA accessible equipment and pathways
- Addition of bike racks, trashcans, benches, and picnic tables will better serve the playground area
- Playground equipment with roof tops or site addition of a pavilion needed due to the lack of shade in the playground area
- Increase access to indoor restrooms, and concessions.

EXISTING CONDITIONS EXAMPLES

EXISTING CONDITIONS EXAMPLES

Rotary Beach Park

The Rotary Beach Park playground is a community playground. The park is 72 acres with a scope that includes walking trails, two playgrounds, a softball field with lights, a youth football field, a dog park, community gardens, a skate park, a boat launch, winter sledding hills, a picnic grove with picnic tables and grills, a swimmers beach with seasonal lifeguards, the Biddeford Teen Center, a sand volleyball court and a 9-hole disc golf course. The beach playground boundary sits between the picnic grove and wooded areas adjacent to the swimming beach.

Uncontained safety wood chips and general aging play elements impact current playground conditions.

Location: *550 Main Street*
Playground Footprint: *75' x 40'*
Space to Expand: *yes*
Equipment: *Two distinct pieces including traditional components and a mini-play structure.*
ADA Accessible: *Lacking ADA surfaces*
Age Ranges Served: *2yr – 12yr*
Park Amenities: *Picnic tables, grills and trash cans*
Restrooms: *Permanente structure opened seasonally, May – November*
Pathways: *none*
Parking: *Dedicated parking lot for park*
City Department Involvement: *Recreation Department & Public Works*
Community Partners: *Adopt-A-Park, Heart of Biddeford, Conservation Commission, Recreation Commission, Rotary Club*

EQUIPMENT	CONDITION	AGE RANGE	DATE INSTALLED	COST VALUE	REPLACE DATE
One Bay Arch Swings	Fair	2yr - 12yr	< 2009	$4,500.00	2029
Mini-Play Structure	Fair	5yr - 12yr	< 2009	$30,000.00	2029
			Element Total	$34,500.00	
			Freight/ Install	$10,350.00	
			Total Value	$44,850.00	

FY24 Immediate Needs:

- Power wash equipment
- New wood bark chips
- Sand, smooth and paint flaked areas
- Create curbing around playground
- Pathway from parking lot to playground

Future Growth Potential:

- Needs additional ADA accessible equipment and pathways
- JFK School equipment will be available summer 2025 for relocation to the Rotary Beach Park

EXISTING CONDITIONS EXAMPLES

EXISTING CONDITIONS EXAMPLES

Playground System Types

Biddeford Inventory

Throughout the City of Biddeford's playground equipment, we have a collection of traditional elements at every park. Examples include:

Swings
- Tire swings
- ADA swings
- Bucket swings
- Front facing swings

Bridges & Tunnels

Slides
Dual slide

Climbers
- Rope climber
- Wall climber
- Monkey bar
- Overhead ladder

Balance
- Balance beam
- Stepping stone
- Bounce podium

Biddeford's inventory also includes specific play system types: one PlayFit System, three Educational Play Systems, two Mini-Play Systems, two Classic Play Systems, and one Musical Play System.

Classic Play Systems

Classic Play Systems offer a variety of elements, from bridges, tunnels, climbing structures, balance challenges, slides, and more. The Classic Systems encourages motor skill development and imaginative play and can accommodate 25+ participants.

Current Biddeford Inventory Sites: *Clifford Park and Pierson's Lane Park*
Classic-Play Systems can be added to: *Mayfield Park, Rotary Park and Rotary Beach Park*
Age Ranges: *2yr – 5yr, 5yr – 12yr or 2yr – 12yr*
Costs Range: *$30,000 - $50,000*

CLASSIC PLAY SYSTEMS

Mini Play Systems

Mini-play systems promote physical coordination, balance, and active play. They are ideal for compact spaces, providing high play value and maximum space efficiency. They are limited to two or three traditional elements compared to the Classic System and accommodate less than 25 participants.

Current Biddeford Inventory Sites: *Mayfield Park and Rotary Beach Park*
Mini-Play Systems can be added into: *Rotary Park, Clifford Park and the JR Martin Community Center*
Age Ranges: *2yr – 5yr, 5yr – 12yr or 2yr – 12yr*
Costs Range: *$20,000 - $35,000*

MINI PLAY SYSTEMS

Musical Play Systems

Musical Systems allow children to play, find exposure to creating music, and experiment with a range of sounds.

Current Biddeford Inventory Sites: *Clifford Park*
Musical Play Systems can be added into: *Any current park inventory (or be the focus of a Musical Play specific destination playground)*
Age Ranges: *All-Ages*
Costs Range: *$2,500 - $14,500*

MUSICAL COMPONENTS

PlayFit Systems

PlayFit designs challenge children through continuous play as they climb, step, reach, boulder, stretch, and swing from one type of play element to the next while never touching the ground.

Current Biddeford Inventory Sites: *Rotary Park*
PlayFit Systems can be added into: *Mayfield Park or Rotary Beach Park*
Age Ranges: *5yr – 12yr*
Cost Range: *$30,000 - $50,000*

PLAY FIT

Educational Systems

Educational Systems encourage early childhood outdoor play and learning through interactions with dirt, sand, water, activity panels, playhouses, gardening, and more.

Current Biddeford inventory sites: *Mayfield Park, JR Martin Community Center and Pierson's Lane Park*
Educational Systems can be added into: *Any current park inventory (or be the focus of an Educational Play specific destination playground)*
Age Ranges: *All-Ages*
Costs Range: *$4,000 - $30,500*

EDUCATIONAL COMPONENTS

New System Options

The following play systems are missing from Biddeford's current inventory.

Mega Play Systems

Mega playgrounds are ideal for providing every play element and accommodating the highest slides, climbers, and decks. Mega Play Systems would require a Master Plan. Site accommodations need to be taken into consideration. Mega Play Systems would be considered a destination playground.

Mega Play Systems can be added into: ***Destination Site - TBD***
Age Ranges: ***All-Ages***
Costs Range: ***$200,000 - $300,000 (as shown)+***

MEGA PLAY SYSTEMS

Aquatic Play Systems

Water parks and splash pads encourage kids to experience water in novel ways. From aim-and-sprays to dumping buckets, ground sprays, and much more, aquatic splash parks provide an inclusive, sensory-rich play experience in water for children of all ages and abilities.
Aquatic Play Systems would require a Master Plan, and site accommodations must be considered.

Aquatic Play Systems can be added into: ***Destination Site- TBD***
Age Ranges: ***All-Ages***
Costs Range: ***$500,000 - $1,000,000+***

AQUATIC SPLASH PARKS

Nature Play Systems

On mountains, slides, rock climbs, gardens, sand pits, climbing walls, caves, labyrinths, and other natural features, children discover and learn about nature while they play. Nature Play Systems can be managed by in-house design and construction.

Nature Play Systems can be added into: *Any current park inventory (or be the focus of a Nature Play specific destination playground)*
Age Ranges: *All-Ages*
Costs Range: *$4,000 - $30,500*

NATURE PLAY COMPONENTS

Future CIP Planning

Playground Equipment Replacement Plan

Considerations:

- The City Of Biddeford currently holds an inventory of $327,500 in playground equipment.
- The JR Martin Community Center has $28,500 in replacements needed. The Recreation Dept. suggests relocating the playground equipment from the JFK School to the Community Center and Rotary Beach Park once JFK is vacated in the summer of 2025.
- Reducing costs at the Community Center's inventory brings the replacement total to $299,000.
- Upcoming CIP projections will spread the costs evenly over the next ten years.
- Some equipment identified with a "fair" condition assessment, recommended to be replaced within five years, has been pushed out through 10 years.
- The CIP plan does not reflect the $100,000 in FY24 granted by the City Council.

Biddeford Playground CIP Request		Cost	Replace Date	FY25	FY26	FY27	FY28	FY29	Total FY25-29	FY30	FY31	FY32	FY33	FY34	Total FY30-34
Community Center	Sliding Pole	$2,000	2026	n/a	n/a	n/a	n/a	n/a	$0	n/a	n/a	n/a	n/a	n/a	$ -
Mayfield	Tire Swing	$4,500	2026	n/a					$0					$ 4,500	$ 4,500
Pierson's Lane	Tire Swing	$4,500	2026	n/a					$0					$ 4,500	$ 4,500
Pierson's Lane	Firetruck Structure	$11,500	2026	n/a		$11,500			$11,500						$ -
Community Center	Firetruck Structure	$11,500	2026	n/a	n/a	n/a	n/a	n/a	$0	n/a	n/a	n/a	n/a	n/a	$ -
Clifford Park	Talk Tube	$1,000	2029	n/a					$0					$ 1,000	$ 1,000
Clifford Park	Climber	$3,000	2029	n/a					$0					$ 3,000	$ 3,000
Clifford Park	Balance beams (2)	$4,000	2029	n/a					$0			$ 4,000			$ 4,000
Mayfield	Monkey Bars Freestand	$4,000	2029	n/a					$0			$ 4,000			$ 4,000
Rotary Beach	One Bay Arch Swings	$4,500	2029	n/a					$0					$ 4,500	$ 4,500
Mayfield	Overhead Fitness Ladder	$5,000	2029	n/a					$0					$ 5,000	$ 5,000
Mayfield	Two Bay Arch Swings	$7,000	2029	n/a					$0			$ 7,000			$ 7,000
Mayfield	Two Bay Arch Swings	$7,000	2029	n/a					$0			$ 7,000			$ 7,000
Pierson's Lane	Two Bay Arch Swings	$7,000	2029	n/a					$0			$ 7,000			$ 7,000
Community Center	Two Bay Arch Swings	$7,000	2029	n/a	n/a	n/a	n/a	n/a	$0	n/a	n/a	n/a	n/a	n/a	$ -
Pierson's Lane	Two Bay Arch Swings	$7,000	2029	n/a					$0			$ 7,000			$ 7,000
Community Center	Two Bay Arch Swings	$7,000	2029	n/a	n/a	n/a	n/a	n/a	$0	n/a	n/a	n/a	n/a	n/a	$ -
Mayfield	Bell Ringer Racer	$8,000	2029	n/a		$8,000			$8,000						$ -
Community Center	Slide	$8,000	2029	n/a	n/a	n/a	n/a	n/a	$0	n/a	n/a	n/a	n/a	n/a	$ -
Mayfield	Playhouse	$11,500	2029	n/a		$11,500			$11,500						$ -
Mayfield	Triple Rock Wall	$21,000	2029	n/a					$0				$ 21,000		$ 21,000
Rotary Beach	Mini-Play Structure	$30,000	2029	n/a				$30,000	$30,000						$ -
Mayfield	Mini-Play Structure	$30,000	2029	n/a	$30,000				$30,000						$ -
Pierson's Lane	Classic-Play Structure	$40,000	2029	n/a			$40,000		$40,000						$ -
Rotary	Balance Beam	$2,000	2034	n/a					$0			$ 2,000			$ 2,000
Rotary	Play Sphere Walkers (4)	$2,000	2034	n/a					$0				$ 2,000		$ 2,000
Rotary	One Bay Arch Swings	$4,500	2034	n/a					$0					$ 4,500	$ 4,500
Clifford Park	Two Bay Arch Swings	$7,000	2034	n/a					$0			$ 7,000			$ 7,000
Clifford Park	Classic-Play Structure	$40,000	2034	n/a					$0	$ 40,000					$ 40,000
Rotary	Five Compontent Climber	$40,000	2034	n/a					$0		$ 40,000				$ 40,000
FY Subtotal					**$30,000**	**$31,000**	**$40,000**	**$30,000**	**$214,500**	**$ 40,000**	**$ 40,000**	**$ 38,000**	**$ 23,000**	**$ 27,000**	**$ 168,000**
Total Capital					**$30,000**	**$61,000**	**$101,000**	**$131,000**		**$ 171,000**	**$ 211,000**	**$ 249,000**	**$ 272,000**	**$ 299,000**	

FY24 Expenditure Options

Option #1 – Current Equipment Inventory: Replacements

- Relocate pieces the JFK playground equipment to the JR Martin Community Center & Rotary Beach Park = $10,000

- Replacement of all 'Poor' rated playground equipment:
  $20,500 (equipment) + $6,150 (freight & installation) = $26,650
  - Pierson's Lane – Tire Swing & Fire Truck Structure
  - Mayfield – Tire Swing

- Replacement of "Fair" rated playground equipment at Pierson's Lane:
  $47,000 (equipment) + $14,100 = $61,100
  - Classic-Play Structure
  - Two Bay Arch Swings

OR

- Any other playground location and equipment combination as decided by the Council

Option #2 – Playground Equipment Inventory: Expansion

- Relocate pieces the JFK playground equipment to the JR Martin Community Center & Rotary Beach Park = $10,000

- Expansion of current footprints to add new elements for the 2yr – 5yr age group and new play systems missing from current inventory. *(Example Proposal Sheets Attached)*
  - Rotary Park - Addition of Mini-Play structure for ages 2yr - 5yr
    Mini-Play Structure - $18,000
  - Mayfield Park – Addition of Mini-Play structure for ages 2yr - 5yr
    Mini-Play Structure - $30,000
  - Clifford Park – Removal of horseshoe pit area, and addition of Nature Play elements for ages 2yr – 12yr
    Site work and Nature Play elements - $40,000

OR

- Any other playground location and equipment combination as decided by the Council

Option #3 – Destination Playground Master Plan and Site Modifications

- Scope of work to include renovating determined site location and playground master plan
  - Initial site work and permitting
  - Identify and install parking & pathways as needed
  - Master Plan – estimated costs at $70,000
    - (*estimates based off Town of Scarborough recent 2022 Master Plan with BerryDunn*).

Option #4 – Council Directed Usage of $100,000

FY 2024 Next Steps

The following work will be accomplished outside the expenditure of the $100,000 towards equipment.

- Creation of Parks Functional Plan, playgrounds added as a dedicated sub-section
- The Recreation Department will work with Public Works to create and post rules at all playground locations.
- Public Works is investigating the cost and capacity to bring the Certified Playground inspector certification to a member(s) of the Parks Department.
- JFK School equipment will be available in the summer of 2025 and relocated to the Community Center and Rotary Beach Park.
- Parks Maintenance Plan for upcoming site work to include:
    - Power wash equipment
    - Lay new bark chips
    - Sand, buff, and paint-flaked areas
    - Create curbing around playground perimeters.
    - Relocate picnic tables and trash cans closer to playgrounds.
    - Create curbing around all playground perimeters.
    - Repair all fence lines surrounding playgrounds.
    - Relocate Dumpsters away from playgrounds.

PLAYSYSTEM / PRODUCT	PRICE	Shipping	AMOUNT
King's Ridge	$22,790.00	$0.00	$22,790.00
https://www.rivercityplay.com/products/kings-ridge?_pos=1&_sid=30b7b3a3e&_ss=r			

Playground / Includes Shipping

SUBTOTAL	$22,790.00
TAX (if applicable)	$0.00
GRAND TOTAL	**$22,790.00**

APPROVAL

TERMS: We hereby propose to furnish all labor and material in accordance with the above specifications. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standards, practices, and guidelines. Any alterations or deviation from specifications involving extra costs will be executed only upon written orders, and would become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or product delays beyond our control. This proposal may be withdrawn by us if not accepted within 30 days. On delinquent invoices, all rights and remedies available to River City Play Systems and our representatives will be initiated, including rights to repossess the unit and to file any liens. There are no refunds after equipment has been installed. A 25% service charge, plus any applicable fees will be applied on cancelled orders. Custom playgrounds are final sale and include any, and all products not listed as "Quick Ship." Items listed as "Quick Ship" that have colors other than primary, or neutral are considered custom. River City Play Systems assumes no responsibility for any accidents, or injury of anyone utilizing equipment. All account balances are due in full prior to service being rendered. Delivery date is subject to weather and manufacturing delays. Customer is responsible for site preparation. This writing constitutes the final expression of the parties' agreements, and it is a complete and exclusive statement of terms of that agreement. **LEAD TIME:** Current lead time is 18-20 weeks for custom playgrounds. Lead times for "quick ship" systems may vary, one of our representatives can advise. Your installation will be scheduled immediately upon receiving a tracking number from the manufacturer. These lead times are estimates with products occassionally arriving both earlier and later that given estimates. **DETAILS:** Due to freight concerns, this quote is only good for 30 days and must be requoted. **EXCLUSIONS:** This proposal does not include surface work at this time. Site is to be reasonably level. Our sales team can confirm this for you.

Playground Shipped	w/ Tax	Exempt
GRAND TOTAL	$22,790.00	$22,790.00

I APPROVE THIS PROJECT AND AM READY TO PLACE MY ORDER

Option Choice: _____

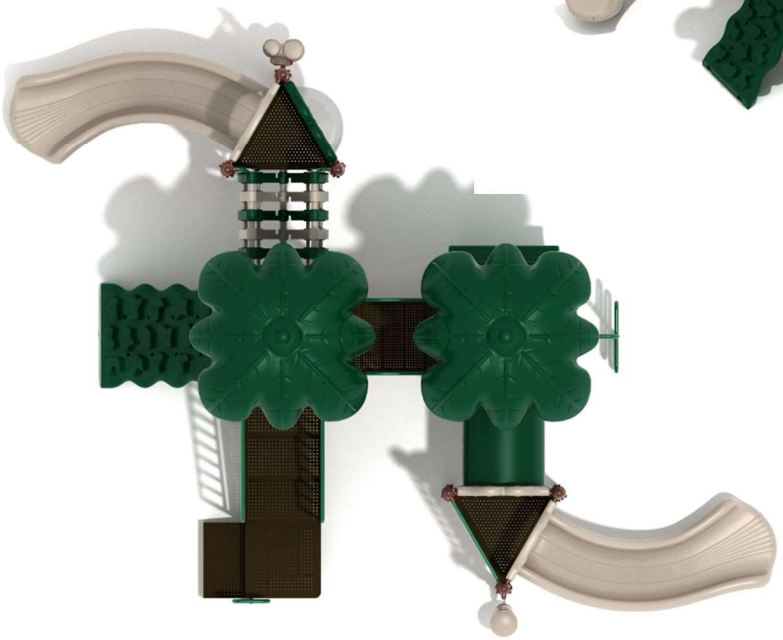
Authorized Purchaser: _____

Date: _____

King's Ridge Play Equipment

With its ADA-compliant design, King's Ridge allows all children to experience the thrill of ruling over a woodland world, with the ambiance heightened by overhanging Leaf Roofs and a captivating Mini Arch Bridge. Children will compete with their peers as they navigate the equipment's climbers and courses. Also there is enough of interactivity to keep young minds engaged after they've had enough of scooting around on their own. Kids may work together to create an original piece of music for merry-making by using the Single Drum and adjacent Bongos as instruments. Are you ready for more excitement? Cross the Bones Bridge with caution in order to cascade down the Left Turn Slide. A second set of Left Turn Slides extends from the opposite end of the playscape, allowing children to spend more time having fun and less time standing about waiting for things to happen. A Store Panel is essentially a marketplace that is simply waiting to be discovered. Adding a whimsical aspect of futuristic science-fiction to the trees is a Gear Panel located on the uppermost level.

Age Range: 2-12 years
Child Capacity: 25-35
Fall Height: 48"
Post Diameter: 3.5-inch
Safety Zone: 27' 1" x 33' 4"



PLAYSYSTEM / PRODUCT	PRICE	Shipping	AMOUNT
Los Arboles	$13,390.00	$0.00	$13,390.00
https://www.rivercityplay.com/products/los-arboles?_pos=1&_sid=a6305474f&_ss=r			

Playground / Includes Shipping

SUBTOTAL	$13,390.00
TAX (if applicable)	$0.00
GRAND TOTAL	**$13,390.00**

APPROVAL

TERMS: We hereby propose to furnish all labor and material in accordance with the above specifications. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standards, practices, and guidelines. Any alterations or deviation from specifications involving extra costs will be executed only upon written orders, and would become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or product delays beyond our control. This proposal may be withdrawn by us if not accepted within 30 days. On delinquent invoices, all rights and remedies available to River City Play Systems and our representatives will be initiated, including rights to repossess the unit and to file any liens. There are no refunds after equipment has been installed. A 25% service charge, plus any applicable fees will be applied on cancelled orders. Custom playgrounds are final sale and include any, and all products not listed as "Quick Ship." Items listed as "Quick Ship" that have colors other than primary, or neutral are considered custom. River City Play Systems assumes no responsibility for any accidents, or injury of anyone utilizing equipment. All account balances are due in full prior to service being rendered. Delivery date is subject to weather and manufacturing delays. Customer is responsible for site preparation. This writing constitutes the final expression of the parties' agreements, and it is a complete and exclusive statement of terms of that agreement. **LEAD TIME:** Current lead time is 18-20 weeks for custom playgrounds. Lead times for "quick ship" systems may vary, one of our representatives can advise. Your installation will be scheduled immediately upon receiving a tracking number from the manufacturer. These lead times are estimates with products occassionally arriving both earlier and later that given estimates. **DETAILS:** Due to freight concerns, this quote is only good for 30 days and must be requoted. **EXCLUSIONS:** This proposal does not include surface work at this time. Site is to be reasonably level. Our sales team can confirm this for you.

Playground Shipped	w/ Tax	Exempt
GRAND TOTAL	$13,390.00	$13,390.00

I APPROVE THIS PROJECT AND AM READY TO PLACE MY ORDER

Option Choice: _____

Authorized Purchaser: _____

Date: _____

Los Arboles Play Equipment

Kids will have a blast scaling to the top and racing down the double slide with the Los Arboles play structure. Ideal for both younger and older children, the Los Arboles features an assortment of fabulous activities, including the nautical sea-creature and ocean climbers, as well as the pod climber. Children can use these dynamic accessories to reach Los Arboles' different platforms. And thankfully, the Los Arboles boasts a sprawling and safe layout, so children can race one another to the bottom… and the top again! It features an array of interactive items, like the gear panel, rain wheel, and bench panel, making it great for children of varying interests. Quick ship is available for this item in either the neutral or primary color palettes, with more options available in additional palettes. The rain wheel on the ground level makes the structure ADA compliant and a great choice for children of all ability levels. The Los Arboles is sure to provide years of adventure for kids of all ages!

Age Range: 2-12 years
Child Capacity: 24-28
Fall Height: 48"
Post Diameter: 3.5-inch
Safety Zone: 26' 8" x 25' 7"

City of Biddeford
City Council
December 19, 2023 5:15 PM Council Chambers & Zoom

Status:

1. **Roll Call - all present**

Councilor Lessard
Councilor Ortiz
Councilor Emhiser
Councilor Whiting
Councilor Beaupre
Councilor Mills
Councilor Schlaver
Councilor Belanger
Councilor LaFountain

2. Pledge of Allegiance

2. **Adjustment(s) to Agenda - none**

4. Appointments:

4.a. 2023.152) Nomination and Election of Council President
12-19-2023 Nomination of Council President

Councilor Lessard – Motion to nominate Councilor LaFountain
Second: Councilor Mills
Councilor Emhiser – Motion to nominate Councilor Belanger
Second: Councilor Schlaver
Roll Call to cast vote for Council President:

Councilor Lessard - Councilor LaFountain
Councilor Ortiz - Councilor LaFountain
Councilor Emhiser - Councilor Belanger
Councilor Whiting - Councilor LaFountain
Councilor Beaupre – Councilor LaFountain
Councilor Mills - Councilor LaFountain
Councilor Schlaver - Councilor Belanger
Councilor Belanger – Councilor Belanger
Councilor LaFountain - Councilor LaFountian

Vote is 6 for Councilor LaFountain and 3 for Councilor Belanger
Councilor LaFountain is the new Council President.

4.b. 2023.153) Approval/Confirmation of Mayor's Appointment to the Finance Committee
20231219 Finance Committee Appointment- Mayor -ORDER

Motion: Councilor Whiting
Second: Councilor Emhiser
Vote: Unanimous in favor of Councilor Lessard to the Finance Committee.
Motion passed.

4.c. 2023.154) Approval/Confirmation of Council President's Appointment to the Finance Committee
20231219 Council President's Finance Committee Nomination - ORDER

Motion: Councilor LaFountain to appoint Councilor Beaupre
Second: Councilor Lessard
Vote: Unanimous in favor.
Motion passed.

4.d. COUNCIL WILL NOW GO INTO RECESS.
THE FINANCE COMMITTEE WILL NOW BEGIN.
COUNCIL WILL RECONVENE AT 6:00 PM AND BEGIN WITH AGENDA ITEM 4.e.

Council reconvened at 6:15 pm

4.e. 2023.155) Approval/Confirmation of City Solicitor
20231219 Confirmation of City Solicitor - ORDER

Motion: Councilor Whiting
Second: Councilor Lessard
Vote: Unanimous in favor.
Motion passed.

Harry B. Center II, Esq. was sworn in as City Solicitor.

4.f. Approval/Confirmation of Councilor Appointments to the Council Standing Committees
20231219 Mayors Appointments to Standing Committees-ORDER 2023.156
Motion: Councilor Belanger for both orders 2023.156 and 2023.157
Second: Councilor Schlaver
Vote: Unanimous in favor.
Both orders passed.

20231219 Social Services Committee Appointment-ORDER 2023.157

4.g. Approval/Appointments of Citizens to Committees

Motion by Councilor Belanger for blanket approval of Citizen Committee appointments, orders 2023.170 to 2023.181
Second: Councilor Whiting

Councilor Mills and Whiting asked about other committees not listed.
Mayor Grohman responded that there will be more appointments coming as applications are submitted and reviewed.

Vote: Unanimous in favor
Orders 2023.170 to 2023.181 passed.

20231219 Airport Commission Appointment -ORDER
20231219 Airport Commission Applications

20231219 Biddeford Fire Advisory Committee Appointment -ORDER
20231219 Biddeford Fire Advisory Application

20231219 Biddeford Police Advisory Committee Appointment -ORDER
20231219 Biddeford Police Advisory Committee Application

20231219 Board of Assessment Review Appointment -ORDER
20231219 Board of Assessment Review Application

20231219 Biddeford Housing Authority Appointment -ORDER
20231219 Biddeford Housing Authority Application

20231219 Historic Preservation Committee Appointment -ORDER
20231219 Historic Preservation Commission Application

20231219 Planning Board Appointment -ORDER
20231219 Planning Board Application

20231219 Recreation Commission Appointment -ORDER
20231219 Recreation Commission Application

20231219 Wastewater Management Commission Appointment-ORDER
20231219 Wastewater Management Commission Application

20231219 Recycling and Waste Management Commission Appointment-ORDER
20231219 Recycling and Waste Management Commission Application

20231219 Zoning Board of Appeals Appointment-ORDER
20231219 Zoning Board of Appeals Application

20231219 Policy Committee-ORDER
20231219 Policy Committee Application

5. Liquor License Consideration

5.a. 2023.159) Approval/HOB Winterfest Special Events Permit and Liquor License
HOB winterfest 2024 - ORDER
HOB Winterfest - APPLICANT MEMO
Winterfest February 8-11, 2024 - APPLICATION
Motion: Councilor Mills
Second: Councilor Whiting
HOB Director Delilah Poupore spoke about the event and the activities for the 3 days.
Vote: Unanimous in favor.
Motion passed.

6. Public Addressing the Council...(3 minute limit per speaker for up to a total of 15 minutes)

One citizen spoke about the noise from the train horn when it passes through the neighborhood and asked Council to check into it.

7. Consideration of Minutes:

7.a. Approval of Minutes 11-21-2023
City Council Minutes 11-21-23

Motion: Councilor Mills
Second: Councilor Schlaver
Vote: Unanimous in favor
Motion passed.

8. Second Reading:

8.a. 2023.136 Approval/Mooring Fee Increase
20231121 Mooring Fee Increase - ORDER 2
20231121 Mooring Fee Increase - BRIEF
Motion: Councilor Mills
Second: Councilor Lessard
Vote: Unanimous in favor
Motion passed.

8.b. 2023.142) Approval/Amendment Street Reduction Ordinance Table B
20231121 Street Frontage Reduction Ordinance - ORDER
20231121 Street Frontage Reduction Ordinance - BRIEF
20231101 Memo to Planning Board - Street Reduction Ordinance w Attachment - REFERENCE
Motion: Councilor Mills
Second: Councilor Lessard
Vote: Unanimous in favor
Motion passed.

8.c. 2023.143) Approval/Amendment Zoning Ordinance Article VI - Performance Standards, Section 78 - Accessory Dwelling Units, Section B.1.a.
20231121 Amend Sec 78 Accessory Dwelling Units - ORDER
20231121 Amend Sec 78 Accessory Dwelling Unit - BRIEF
20231121 Section 78 Accessory Dwelling Units Full Text - REFERENCE
20231115 Planning Board Memo - ADU Ordinance Amendment - REFERENCE

Motion: Councilor Mills
Second: Councilor Lessard

Point of Order, Councilor Belanger, Council Rules allow for public comments at both first and second readings.

Vote: Unanimous in favor.
Motion passed.

8.d. 2023.144) Approval/Amendments Zoning Ordinance Table A, Accessory Dwelling Units (ADU)
20231121 ADU Table A Amendment - ORDER
20231121 ADU Table A Amendment - BRIEF
20231115 ADU Article V, Table A Amended - REFERENCE
20231115 Planning Board Memo - Accessory Dwelling Unit Amend Table A - REFERENCE
Motion: Councilor Mills
Second: Councilor Lessard
Vote: Unanimous in favor.
Motion passed.

8.e. 2023.145) Approval/Amendment to Zoning Ordinance Table A Marijuana Adult Use Sales
20231121 Amend Marijuana Adult Use Sales - Table A - ORDER
20231121 Marijuana Adult Use Sales - Amend Table A - BRIEF
20231115 Planning Board Memo - Marijuana Amendments - REFERENCE
20231121 Marijuana Adult Use Sales - Amend Table A - REFERENCE
Motion: Councilor Schlaver
Second: Councilor Mills
Councilor Lessard – is opposed, will have an adverse effect on residential development.
Vote: 7 yeas – Councilors Emhiser, Whiting, Beaupre, Mills, Schlaver, Belanger and LaFountain.
2 nays – Councilors Lessard and Ortiz.
Motion passed.

8.f. 2023.146) Approval/Amendment to Zoning Ordinance Article VI - Performance Standards, Section 77 Marijuana Establishments
20231121 Amend Performance Standards for Marijuana Odor Control - ORDER
20231121 Amend Performance Standards for Marijuana Odor Control - BRIEF
20231115 Planning Board Memo - Marijuana Amendments Odor Control - REFERENCE.
20231121 Marijuana Establishments Sec 77, Full Text w Amendments - REFERENCE
Motion: Councilor Belanger
Second: Councilor Whiting
Councilor Lessard – hard to track, dealt with this decades ago
Councilor Schlaver – is against this, there is already language on odor control.
Councilor Mills – is against this, it targets one industry.

Councilor Belanger –will support this, the purpose is to allow Code Enforcement a process to deal with odor complaints, it is consistent with all industries.
Vote: 6 yeas – Councilors Lessard, Ortiz, Emhiser, Whiting, Beaupre, and Belanger.
3 nays – Councilors Mills, Schlaver and LaFountain.
Motion passed.

8.g. 2023.147) Approval/Amendment Table B Dimensional Requirements Density Bonus Ordinance
20231121 Amend Land Use Regulation - Density Bonus - ORDER
20231121 Amend Land Use Regulation - Density Bonus - BRIEF
20231115 Planning Board Memo - Land Use Table B Density Bonus - REFERENCE
Density Bonus Ordinance BIDDEFORD CODE NOTES for Table B PlanningBoard Public Hearing AMENDED.docx
20231115 Plannig Board - Public Hearing Recommendation - Table B Amendment - Full Text - REFERENCE UPDATE
Motion: Councilor Mills
Second: Councilor Lessard
Vote: Unanimous in favor.
Motion passed.

8.h. 2023.148) Approval/Amendment Code of Ordinances, Part III: Land Development Regulations, Article VI - Performance Standards, Section 40 (New Chapter) - Inclusionary Zoning (IZ)
20231121 Inclusionary Zoning IZ Amendment - ORDER
20231121 Inclusionary Zoning IZ Amendment - BRIEF
20230620 2023.25 Inclusionary Zoning Order Housing Task Force - REFERENCE
20231101 Planning Board Memo - Inclusionary Zoning Ordinance - REFERENCE
20231102 Planning Board Public Hearing - IZ Amendment - Full Text - REFERENCE
Motion: Councilor LaFountain
Second: Councilor Emhiser
Vote: 7 yeas – Councilors Ortiz, Emhiser, Whiting, Beaupre, Mills, Schlaver and LaFountain.
2 nays – Councilors Lessard and Belanger.
Motion passed.

Point of Order – Councilor Beaupre asked for clarification on the vote for item 8.f. The vote was reviewed, it was 6 yeas and 3 nays, the motion passed.

8.i. 2023.149) Approval/Amendment Code of Ordinances, Part III: Land Use Development Regulations, Article II - Definitions
20231121 Ordinance Amendment for Definition of Affordable Housing Development (Inclusionary Zoning) - ORDER 2nd
20231121 Affordable Housing Development Definitions Amendment - BRIEF
20231101 Planning Board IZ Ordinance and Density Bonus Definitions - REFERENCE
Motion: Councilor LaFountain

Second: Councilor Emhiser
Vote: 8 yeas –Councilors Ortiz, Emhiser, Whiting, Beaupre, Mills, Schlaver, Belanger and LaFountain.
1 nay – Councilor Lessard
Motion passed.

9. Orders of the Day:

9.a. 2023.160) Approval/Adoption of Roberts Rules of Order
20231219 Adoption of Roberts Rules Order - ORDER
Motion: Councilor Mills
Second: Councilor Lessard
Vote: Unanimous in favor.
Motion passed.

9.b. 2023.161) Approval/Adoption/Code of Ordinance - Appendix A - Rules of the Council
20231219 Adoption of Rules of the Council Order - ORDER
20231219 Rules of City Council Redlined - REFERENCE
Motion: Councilor Belanger
Second: Councilor Lessard.
Councilor Mills would like more dialog before sending items back to Committees.
Vote: Unanimous in favor.

9.c. 2023.162) Approval/Purchase Trackless Tractor and Associated Equipment for Public Works
20231019 Approval Trackless Tractor and Associated Equipment - ORDER
20231219 Approval Trackless Tractor and Assoc Equipment - BRIEF
20231113 HP Fairfield Trackless Tractor - QUOTE
20231219 Trackless Vehicles Sole Source Provider - LETTER
Motion: Councilor Mills
Second: Councilor Lessard
Vote: Unanimous in favor.
Motion passed.

9.d. Approval/Purchase Plow Equipment Front Plow, Wing, Box, Salt Spreader, Viking Inc. for Public Works
20231019 Approval Purchase of Plow Equipment - ORDER
20231219 Approval Purchase of Plow Equipment - BRIEF
20231112 Viking Cives - QUOTE
20231112 Viking Cives Specifications - REFERENCE
20230911 HP Fairfield Sales - QUOTE
Motion: Councilor Mills
Second: Councilor Lessard

Public Works Director Jeff Demers spoke about the options as discussed in the Finance Committee. The quote for Viking can save approximately $20,000 but is a different style of equipment and staff would need training and adjust to the usage. The quote from HP Fairfield is the same type of equipment as the current fleet and would allow for standardization of the fleet, parts, maintenance and training.

Councilor Lessard – motion to amend the order to accept the quote from HP Fairfield for $174,187.50 or less.
Second: Councilor Belanger
Councilor Schlaver – the lower bid might allow the City to try a new style of equipment that could save money on each new purchase in the future.
Vote on amendment – Unanimous in favor.
Amendment passed.
Vote on order as amended: Unanimous in favor.
Motion passed.

9.e. REMOVE FROM TABLE - Approval/York-Laconia Riverwalk Sidewalk Improvements Award Contract
20231121 York-Laconia Riverwalk - ORDER
20231219 Update - York-Laconia Project - MEMO
20230719 FY24 CIP Allocation - REFERENCE
20230905 FY24 CIP Funding Analysis, 5 Boxes - REFERENCE.pdf
20231121 York-Laconia Riverwalk - BRIEF
1 - Overall Riverwalk Connections Site Plan - REFERENCE
2 - Shaw Brothers Bid Tab - REFERENCE
3 - 2018 Joint Developer Agreement - REFERENCE
4 - Various Stakeholders Design Approval - REFERENCE
5 - Detailed Grading Plan Sample - REFERENCE

Motion to Remove from Table: Councilor Belanger and he clarified that there is no public comment on a Remove from Table agenda item.
Second: Councilor Lessard
Vote to remove from Table: 8 yeas – Councilors Lessard, Ortiz, Emhiser, Whiting, Beaupre, Schlaver, Belanger and LaFountain.
1 nay – Councilor Mills
Motion passed.

Councilor LaFountain asked for more information from City staff if there were any updates on the engineering to reduce costs as motioned at the last meeting.

City Engineer Director Craig Cheken spoke about the engineering process. This has been worked on for 3 years by staff and has gone through 7 different approvals. The scope was designed by staff, allowing major savings compared to outsourcing the work. He has put in hundreds of hours on the design and then it was put out to bid twice, with only one bid and it was from a reputable company. He supports the plan.

Councilor Belanger – motion to amend the order to list the funding for this project:
Funding for this $1,250,000 project will be as follows:
- $581,568.23 from Community Development Block Grant (CDBG) funds
$450,000 from FY23 CIP funds
$218,431.77 from 400-32340-60610 Capital Expenditures (undesignated capital funds Box A)
Second: Councilor Lessard

Vote on the amendment: 8 yeas – Councilors Lessard, Ortiz, Emhiser, Whiting, Beaupre, Schlaver, Belanger and LaFountain.
1 nay – Councilor Mills
Amendment passed.

Councilors LaFountain and Ortiz – appreciate the staff work on this project, have objections to the funding.

Vote on the order as amended: 8 yeas – Councilors Lessard, Ortiz, Emhiser, Whiting, Beaupre, Schlaver, Belanger and LaFountain.
1 nay – Councilor Mills
Motion passed.

9.f. Approval/Police Department Asset Forfeiture
20231219 Acceptance of Asset Forfeiture Funds - ORDER
20231219 Acceptance of Asset Forfeiture Funds - BRIEF
Motion: Councilor LaFountain
Second: Councilor Lessard
Councilor LaFountain asked for the total of the fund.

City Manager Jim Bennett said there was approximately $150,000 and Council has appropriated $100,000 so far.

Vote: Unanimous in favor.
Motion passed.

9.g. Authorization/3 Year Retroactive Sewer Billing for 17 Yates Street, Map 59 Lot 115
20231219 Retroactive Sewer Billing for 17 Yates Street - ORDER
20231219 Retroactive Sewer Billing for 17 Yates Street - BRIEF
Motion: Councilor Belanger
Second: Councilor Lessard

Councilor Emhiser asked about the two meters at the Biddeford Yacht Club.

City Manager Bennett – that will be checked before sending the bill, this account hasn't been billed in over 10 years; the City is billing 3 years of that for approximately $850.00.

Vote: Unanimous in favor.
Motion passed.

9.h. Authorization/3-Year Retroactive Sewer Billing for 15 Beaudoin Ave, Map 18 Lot 61-2
20231219 Retroactive Sewer Billing for 15 Beaudoin Avenue - ORDER
20231219 Retroactive Sewer Billing for 15 Beaudoin Ave - BRIEF
Motion: Councilor Belanger
Second: Councilor Lessard

Councilor Whiting asked if this would set a precedent.

City Solicitor Center – it would not, the City can set these case by case.

City Manager – the amount is $221.50

Vote: Unanimous in favor.
Motion passed

9.i. Approval/Abatement 0 Jabez Lane
20231219 Approval Tax Abatement 0 Jabez Lane - ORDER
20231219 Approval Tax Abatement 0 Jabez Lane - BRIEF
Motion: Councilor Mills
Second: Councilor Lessard

Councilor Mills questioned if the Council needed to vote on this because the amount was small.

City Manager Bennett explained that it is required by the abatement process.

Vote: Unanimous in favor.
Motion passed.

Councilor Lessard – motion to consider agenda items 9K and 9L before 9J.
Second – Councilor Mills

Mayor Grohman- requested to proceed in order, staff input might be needed on all 3.
Councilor Mils withdrew the Second.

Councilor Lessard – motion to go into Executive Session, 405 (6) (c) Real Estate matters at 7:07 pm
Second: Councilor Belanger
Vote: 7 yeas Councilors Lessard, Ortiz, Emhiser, Whiting, Beaupre, Belanger and LaFountain.
2 nays Councilors Mills and Schlaver
Motion passed.

Councilor Mills – motion to come out of Executive Session at 7:26 pm
Second: Councilor Emhiser
Vote: Unanimous in favor.
Motion passed.

9.j. Approval/Updates JDA 3 Lincoln St. LLC
20231219 3 Lincoln LLC MPDA Amendments - ORDER
20201117 Master Plan Development Agreement - 3 Lincoln LLC - REFERENCE
20231219 Original 3 Lincoln LLC JDA Principles - REFERENCE.docx
Motion: Councilor Emhiser
Second: Councilor Belanger

City Manager Bennett – provided an update on the project. There were several projects that had to be revised due to Shoreland Zoning updates, the others have already been done, this is the last one.

Vote: Unanimous in favor.
Motion passed.

9.k. 2023.169) Approval/Authorization to Amend and Clarify Eon Entities JDA dated September 21, 2021
20231219 Eon Entities JDA Amendment and Clarification - ORDER
20231219 Eon Entities JDA Amendment and Clarification - MEMO
20231211 Letter from Mike Eon with Support Documents - REFERENCE
20230424 400 unit Subdivision Barra Rd, Ability to Serve Letter - REFERENCE
Motion: Councilor Mills
Second: Councilor Belanger

City Manager Bennett describe the phases of the project and that this motion allows him to sign the JDA.

Vote: Unanimous in favor.
Motion passed.

9.l. Approval/Purchase 2024 Public Works Ford 2500 Pickup
20231019 Approval Purchase Ford F-2500 Pickup - ORDER
20231219 Approval Purchase Ford F-2500 Pickup - BRIEF
20231219 Ford F-2500 Bid Tabulation - REFERENCE
Motion: Councilor Mills
Second: Councilor Lessard
Vote: Unanimous in favor.
Motion passed.

10. Public Addressing the Council..(5 minute limit per speaker)
None

11. City Manager Report
The grant for Safer Streets did not get approved, no one in the state got money for implementation, the next opportunity is in March and staff is working on it. We did get a $340,000 award with a $75,000 match to look at all traffic elements at the 5 points intersection – vehicle, pedestrian and bicycle. Staff will come back to Council with the RFP. He also wants to thank all of those who serve the City, especially those on the holidays.

12. Other Business
Councilor Lessard – the Christmas Day trash pick up is moved and people can put extra City bags out in addition to their cans.
Councilor Emhiser added that for the Monday pick up locations, recycling moved to Saturday and trash to Tuesday, for the next two weeks.
Councilor Mills will be bringing Functional Zero and ALICE information to the Council in the future.

13. Council President Addressing the Council

Thank you to everyone. He recently toured Public Works, they take impeccable care of City vehicles.

14. Mayor Addressing the Council

Reminded everyone of the Council Workshop on January 9th at 5:30 pm to review the Unhoused report.

Executive Session

Executive Session 405 (6) a personnel matters

15. Adjourn

Councilor Belanger - Motion to adjourn the regular meeting at 7:43 pm and go into Executive Session
Second – Councilor Lessard
Vote: Unanimous in favor.

Councilor Belanger Motion to come out of Executive Session at 8:30 pm
Second – Councilor Lessard
Vote: Unanimous in favor.

City of Biddeford
City Council
December 21, 2023 10:00 am Council Chambers & Zoom

Status:

1. **Roll Call -**

Chairman LaFountain - present
Councilor Lessard - excused
Councilor Ortiz - present
Councilor Emhiser - excused
Councilor Whiting - present
Councilor Beaupre - present
Councilor Mills - excused
Councilor Schlaver - present
Councilor Belanger - present

2. **Pledge of Allegiance**
3. Orders of the Day –
   2023.182) – Approval/Change Date of First Regular Council Meeting in January 2024

   Motion: Councilor Whiting
   Second: Councilor Belanger

   Vote: Unanimous in favor.
   Motion passed.

4. **Adjourn**
   Councilor Belanger: Motion to Adjourn at 10:06 am
   Second: Councilor Schlaver.
   Meeting adjourned.

City of Biddeford

2023.161 **IN BOARD OF CITY COUNCIL… December 19, 2023**
BE IT ORDERED, that the City Council of the City of Biddeford does hereby adopt Code of Ordinances, Appendix A – Rules of the Council as revised.

December 19, 2023
Motion: Councilor Belanger
Second: Councilor Lessard
Vote: Unanimous in favor.
Motion passed

January 4, 2024

Attest by:_____
Robin Patterson, City Clerk

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

APPENDIX A
Rules of City Council

GENERAL REFERENCES

City Council — See Charter, Art. III.
City Council — See Ch. **2**, Art. **II**.

Sec. A-1 **Rule 1: Duties and powers of Mayor or Presiding Officer.**
[Ord. of 1-2-1979(15); Ord. No. 2001.119, 12-18-2001; Ord. No. 2002.136, 12-17-2002; Ord. No. 2003.12, 2-4-2003; Ord. No. 2003.123, 12-3-2003; Ord. No. 2006.11, 2-7-2006; 9-4-2012; 2-4-2014 by Ord. No. 2014.10; 6-3-2014 by Ord. No. 2014.42; 1-5-2016 by Ord. No. 2016.2]

a. The Mayor shall take the chair at the hour appointed for the meeting, or as soon thereafter as is convenient, call the members to order, and after the appearance of a quorum, cause the minutes of the preceding meeting to be read. In the absence of the Mayor, the President of the City Council shall be the presiding officer, but in case of the absence of both the Mayor and the President at such time, the Clerk of the Council shall preside until a President Pro Tempore for said meeting is chosen.

b. The Mayor shall receive and submit to vote all motions and propositions regularly moved, shall put the question, and shall declare all votes; but if any Councilor doubts the vote, all those voting in the affirmative, when called upon by the Mayor, shall raise their hand until they are counted, and also those in the negative, in like manner, to make the vote certain.

c. The Mayor shall restrain the members when engaged in debate, within the rules of order, and shall enforce, on all occasions, the observance of order and decorum among the members.

d. The Mayor shall decide all questions of order subject to an appeal to the Council by motion properly seconded.

e. The Mayor may speak to points of order in preference to the members.

f. When the Mayor desires to express his opinions on any subject, the Mayor shall yield the chair to the President of the Council, if present, or any other member.

g. The Mayor shall appoint all standing and special committees of the City Council and the Chairs thereof, except the Chair of the Finance Committee, which shall be chaired by the Council President, and all such mayoral appointments shall receive confirmation by the City Council.

h. Upon the Chair's inability to maintain order and in the event that either a Councilor or a member(s) of the public fail to comply with any of the rules or other rules as adopted by the Council regarding decorum and order the Chair shall immediately recess the Council. If upon resumption of the meeting order and decorum are unable to be maintained, the Chair shall call for the immediate adjournment of the meeting and conduct no further business.

i. The Mayor shall call regular meetings of the City Council to order at 6:00 p.m. on the first and third Tuesdays of each month, and regular meetings shall adjourn by 9:00 p.m. unless a majority of the Councilors agree to extend the meeting. All regular and special meetings of the Council, including but

not limited to Council workshops and public hearings, will be held in the Council chambers, unless a majority of the Councilors agree to a different location. **[Amended 9-20-2016 by Ord. No. 2016.85]**

j. When, as required by law, the City Council must act as municipal officers, they shall do so during a Council meeting. At each regular Council meeting there shall be two periods of the "public addressing the Council" for a total of up to 30 minutes, when the residents of Biddeford shall be afforded an opportunity to address the City Council on any item of City business which is not before the Council as an order of the day on the Council agenda, over which the Council has direct control, not to exceed three minutes per speaker during the first such period and five minutes per speaker during the second period. The first such period shall take place near the beginning of the meeting for up to 15 minutes, and the second period towards the end of such meeting for 15 minutes plus any unused portion of time from the beginning of the same meeting. The same person may not speak more than once in any evening without the majority vote of the Council. **[Amended 1-17-2017 by Ord. No. 2017.8; 12-12-2017 by Ord. No. 2017.130; 12-21-2021 by Ord. No. 2021.124]**

Sec. A-2 **Rule 2: Rights and duties of members.**
[Ord. of 11-6-1996; Ord. No. 99.87, 9-21-1999; Ord. No. 2001.119, 12-18-2001]

a. At all meetings of the City Council, each member shall occupy the seat assigned to him or her by the Mayor at the first meeting of said Council.

b. Unless excused, every member shall take notice of the day and hour to which the Council stands adjourned and shall give his or her punctual attendance accordingly; and shall attend all special meetings properly called. **[Amended 2-4-2014 by Ord. No. 2014.10; 12-21-2021 by Ord. No. 2021.124]**

c. Every member, when about to speak, shall raise his or her hand and upon recognition by the presiding officer shall respectfully address the presiding officer, confine himself or herself to the question under debate, and avoid personalities. No member will be allowed to speak while out of his or her place. Debate must be confined to the merits of the pending question. Members must maintain a courteous tone, especially in reference to any divergence of opinion and shall avoid injecting any personal note into the debate. Members must never attack or make any allusion to the motives of members. **[Amended 2-4-2014 by Ord. No. 2014.10]**

d. Members speaking shall not be interrupted by another, but by call to order; if any member in speaking or otherwise shall transgress the rules of the Council, the presiding officer shall, or any member may, call him or her to order; in which case the member so called to order shall immediately stop speaking unless permitted to explain; and the Council if appealed to, shall decide whether the member is in fact transgressing the rules or otherwise out of order, but without debate. If the decision is in favor of the member so called to order, that member shall be at liberty to proceed; if otherwise, he shall not speak again on the pending item without approval of the Council. **[Amended 2-4-2014 by Ord. No. 2014.10]**

e. Each member has the right to speak twice on the same motion on the same meeting, but cannot make a second speech on the same question as long as any member who has not spoken on that question desires the floor. No motion to move the question shall take place until each member has had an opportunity to speak once. A member who has spoken twice on a motion on the same meeting has exhausted his or her right to debate that motion for that meeting unless he or she obtains approval of the Council to speak on the same motion again. However, questions generated by discussing Council business or motions may be asked without limit. **[Amended 2-4-2014 by Ord. No. 2014.10]**

f. Every member who shall be present when a question is put shall give his or her vote, unless the Council shall excuse that member.

g. No member shall be permitted to vote on any question in the City Council, nor in committee, whose

private right, distinct from public interest, is immediately involved.

h. When any member shall be guilty of a breach of any of the rules and orders of the Council and the Council has determined that member has so transgressed, that member shall not be allowed to vote or speak, unless by way of explanation for the same, until that member has recognized his or her transgression before the presiding officer and the Council and immediately ceases the breach. Any member who continues to breach any rule or order of the Council after the Council has determined said breach shall be subject to censorship by vote of the Council, and shall not be recognized in any further action. **[Amended 2-4-2014 by Ord. No. 2014.10]**

i. (Reserved)

j. No member shall be permitted to vote on any question in the City Council, nor in committee, when that member is a member of any organization or entity which has an interest separate and distinct from the public interest and in opposition to the interest of the inhabitants of the City of Biddeford. In any circumstance when a member refuses to abstain from participating in any vote, when that member has a private right or a right separate and distinct from the public interest, the Council shall decide the qualification of that member to participate on that issue.

k. The members of the Council shall refrain from interference with the daily administration of City business.

l. No member shall begin to discuss a matter when no motion is pending, unless the chair authorizes a particular subject to be discussed while no motion is pending.

m. Any member may place an item(s) on a City Council agenda with the concurrence of at least one other member, with said item(s) being submitted in writing to the City Clerk. The submitted item(s) shall be placed on a City Council agenda within 30 days. The final agenda will be reviewed and approved by the Mayor and Council President. **[Amended 2-4-2014 by Ord. No. 2014.10; 1-17-2017 by Ord. No. 2017.8]**

n. The agenda for regular meetings of the City Council shall be prepared and available in the City Clerk's office to members by 4:00 p.m. on the Wednesday preceding the meeting. The City Clerk shall provide for delivery of any agendas after noon on the Friday preceding the meeting. **[Amended 2-4-2014 by Ord. No. 2014.10]**

o. Each member, when sending an email correspondence from the City email system, shall include the following disclaimer: **[Added 5-3-2011 by Ord. No. 2011.31; amended 12-21-2021 by Ord. No. 2021.124]**

> NOTICE: Under Maine's Freedom of Access (Right to Know) Law, documents, including emails, in the possession of public officials about City business are classified as public records. This means if anyone asks to see them, we are required to provide them. There are very few exceptions. We welcome citizens' comments and want to hear from our constituents, but please keep in mind that what you write in an email is not private and could show up in one the media.

p. Members are not permitted use any mobile device for making phone calls, text messaging, emailing or other outside communication while meetings are in progress, unless for emergency purposes. **[Added 2-4-2014 by Ord. No. 2014.10]**

Sec. A-3 **Rule 3: Proceedings and debates.**
[Ord. of 7-21-1998(5); Ord. of 1-5-1999; Ord. No. 2000.122, 10-17-2000; Ord. No. 2003.12, 2-4-2003; Ord. No. 2003.123, 12-3-2003]

a. In all votes, when the City Council expresses anything by way of command, the form of expression shall be "Ordered" and when it expresses opinions, principles, facts or propositions, the form shall be "Resolved."

b. All memorials and other papers addressed to the Council shall be presented by the presiding officer, who shall explain the subject thereof, and they shall be taken up in the order in which they were presented, unless the Council shall otherwise direct.

c. After a motion is stated or read by the presiding officer, it shall be deemed to be in possession of the Council, and shall be disposed of by vote of the Council unless the mover, with consent of the party seconding, withdraws it before a decision or amendment.

d. Every motion shall be reduced to writing if the presiding officer shall so direct or any member request it.

e. All questions shall be propounded in the order in which they are moved, unless the subsequent motion be previous in its nature, except that in naming sums and fixing times, the largest sum and the longest time shall be first put.

f. When a question is under debate no motion shall be received but:

First	To adjourn
Second	To lay on the table
Third	For the previous question
Fourth	To commit
Fifth	To postpone to a day or event certain
Sixth	To amend
Seventh	To postpone indefinitely

Which several motions shall have precedence in the order in which they are arranged.

g. No motion to postpone or commit shall be allowed twice on the same day in the same stage of the ordinance or proposition.

h. A motion to previous question shall only take effect when approved by a majority of the Council; and until it is decided, shall preclude all amendments and further debate of the main question. **[Amended 12-21-2021 by Ord. No. 2021.124]**

i. A motion for reconsideration of a vote shall be open to debate, and only by a member voting with the majority; and only one motion for the reconsideration of any vote shall be permitted.

j. No motion or proposition on a subject different from that under discussion shall be admitted under color of an amendment.

k. The divisions of a question may be called for when the sense will admit it.

l. All orders, resolves and reports may be committed or recommitted at the pleasure of the Council.

m. When the reading of a paper is called for which has been before read to the Council, and the same is objected to by any member, the question of reading shall be determined by a vote of the Council.

n. When two or more members happen to request to be recognized at the same time, the presiding officer shall name the member who is to speak first. **[Amended 1-5-2016 by Ord. No. 2016.2]**

o. The yes and no votes shall be taken on any question, upon the request of any member present. **[Amended 2-4-2014 by Ord. No. 2014.10]**

p. Any public comment on any Council order, resolve or ordinance, when allowed by state law or the Council shall not exceed three minutes per individual speaker. Such persons shall be permitted to speak only once on an item and shall confine their remarks to the merits of the order, resolve, amendment or ordinance before the Council. **[Amended 2-4-2014 by Ord. No. 2014.10; 12-21-2021 by Ord. No. 2021.124]**

q. Procedure for addressing the Council on agenda items or during the municipal officers meeting:

(1) No public comment shall be permitted on the following agenda items: personnel matters, informational reports or communications from boards and commissions, staff or other organizations or entities; appointments and administrative action implementing prior action to the Council where that prior action had permitted public comment.

(2) On items other than those set forth in Subsection **(1)** above, public comment shall be permitted ~~only once~~ prior to final Council action. Except as specifically decided by the Council, such public comment shall occur at the advertised public hearing and/or at the first and second reading of such item if such item requires two readings. The public also may address the Council on proposed amendments at either the first or second reading. **[Amended 12-21-2021 by Ord. No. 2021.124]**

(3) Persons wishing to address the Council on an item which appears on the agenda, and upon which public comment is permitted under Subsections **(1)** and **(2)** above, shall wait until the presiding officer announces the consideration of such item, at which time they may address the Council on that particular item. Any presentation on an issue or introductory information regarding the issue shall be presented prior to the public requesting or receiving an opportunity to address the Council. Once the Council has begun its deliberations on an item, no person shall be permitted to address the Council on such item. This subsection does not pertain to City staff or members of the public who may be called upon by the Chair or a member to give clarification on an issue under consideration by the Council.

(4) Any person wishing to address the Council shall signify such desire by raising his or her hand and, when recognized by the presiding officer, such person shall thereupon request permission to address the Council shall sign in giving his or her name and physical address and designating the subject matter to the Chair. A dialogue between the person addressing the Council and the Mayor or the Councilors shall be allowed at the sole discretion of the Chair.

(5) Persons present at Council meetings or at a municipal officers meeting shall not interrupt, nor applaud or otherwise express approval or disapproval of any statements made or actions taken at such meeting.

(6) The presiding officer may limit or cut off any commentary that he or she determines is not germane or that is discourteous, slanderous, abusive, or not in accord with good order and decorum. This will be prompted by a call to order by any member when appropriate.

(7) No public comment shall be allowed on matters related to ongoing or threatened litigation involving the City, its elected officials and/or employees. A person who shall continue to violate these rules, after warning by the presiding officer, shall be ejected. The Council may, at its discretion, suspend or prohibit a person from addressing the Council or the municipal officers.

Sec. A-4 **Rule 4: Ordinances; resolutions; orders.**
[Ord. of 4-4-1995]

a. All orders and resolutions imposing a penalty or authorizing the expenditure of money shall have more than one reading before they shall be finally passed by the Council.

b. No ordinance, order or resolution imposing a penalty or authorizing the expenditure of money shall have more than one reading on the same day, except as allowed under Article III, Section **8**, of the Charter of the City of Biddeford.

c. Every new ordinance or amendment to an ordinance shall be read and voted on two separate days in accordance with Article III, Section **8**, of the Charter of the City of Biddeford. Article III, Section **8**, shall govern the passage of ordinances.

Sec. A-5 **Rule 5: Committees.**
[Ord. of 1-2-1979(15); Ord. 1-4-1994; Ord. of 4-4-1995; Ord. of 4-4-1995; Ord. of 2-2-1999; Ord. No. 99.112, 12-13-1999; Ord. No. 2000.112, 10-3-2000; Ord. No. 2003.130, 12-16-2003; 11-4-2010 by Ord. No. 2010.118; 2-4-2014 by Ord. No. 2014.10; 8-19-2014 by Ord. No. 2014.79; 1-5-2016 by Ord. No. 2016.2; 3-21-2017 by Ord. No. 2017.27; 10-2-2018 by Ord. No. 2018.120]

a. The following shall be the standing committees of the City Council: Personnel; Capital Projects/Operations; Policy; Finance; and Downtown Committee.

b. (Reserved)

c. The Capital Projects/Operations and Policy Committees shall consist of a chairperson who shall be a City Councilor;~~,~~ two additional Council members and two citizens. The two citizen members shall be appointed by the Mayor and confirmed by the Council. ~~No citizen member may be a chairperson.~~

d. The Personnel Committee shall consist of a chairperson who shall be a City Councilor and three additional Council members. There shall be no citizen members on the Personnel Committee.

e. The Downtown Committee shall consist of the Mayor, four Council members, and a member of the Downtown Development Commission. The Downtown Development Commission member shall serve as a nonvoting member except in the absence of a full-time voting member. A Chairperson shall be selected from the voting members.

f. (Reserved)

g. The Council committees are subagents of the full Council which is the sole governing body of the City of Biddeford. The committees are delegated various functions by the full Council and are to provide recommendations upon which the full Council will act except where otherwise specified. The committees will examine the appropriate subject matter before them, collect the facts pertaining thereto and make a report which will recommend what action, if any, should be taken by the full Council. Additionally, each committee may take whatever action specifically authorized by the Charter, ordinance, or state law. The City Council shall receive regular reports of the various Council committees' activities. Such reports shall be scheduled at such times and at such meetings as may be determined by the Mayor and the Council President.

h. In general, the committees shall have the following subject matter before them:

(1) Finance Committee. The duties of the Finance Committee are set forth in the City Charter.

(2) Personnel Committee. The Personnel Committee will investigate matters pertaining to employment

matters with the City of Biddeford. It shall review the salaries of department heads and the City Manager. In the event of a termination hearing, for cause, it shall serve as a fair hearing authority before whom an impartial hearing shall take place involving the subject municipal employee.

(3) Capital Projects & ~~/~~Operations Committee. The Capital Projects & ~~/~~Operations Committee shall establish a five-year plan for implementation of major capital improvements in the City. It shall review matters involving the Public Works Director, Public Works Department and public property issues. This committee shall review the City's claims issues, insurance issues, making appropriate recommendations to the full Council when necessary. ~~It shall coordinate with the Capital Projects Committee when necessary if issues involve the use of capital improvements within the City.~~

(4) Policy Committee. The Policy Committee shall be responsible for establishing and recommending ordinance language, Code revisions (except for changes delegated to the Parking Authority under § **42-8**), and City policy to the full Council. The Policy Committee shall coordinate with the City Planner and the Code Enforcement Officer regarding the amendment, establishment and/or update of the City's land use ordinances. **[Amended 12-21-2021 by Ord. No. 2021.124]**

(5) Downtown Committee. The Downtown Committee shall be responsible for reviewing matters affecting the City of Biddeford's downtown, including, but not limited to, downtown improvement initiatives, collaborating with external agencies and businesses on downtown improvement projects, and all minor garage design feature decisions, and is delegated as the Parking Authority with powers limited to those defined in Sec. 42-8.

i. Each committee meeting is a public proceeding as defined in 1 M.R.S.A. § 402(2). Each committee may hold executive sessions pursuant to the conditions and limitations expressed in 1 M.R.S.A. § 405. Should a committee vote, in public, to proceed into executive session, only those members of the committee shall be present in the executive session.

Sec. A-6 **Rule 6: Rules.**

a. The rules or orders of the Council shall be observed in all cases unless suspended by a vote of the members present, for specific purposes. **[Amended 12-7-2011 by Ord. No. 2011.81; 2-4-2014 by Ord. No. 2014.10]**

b. No rules or orders of the Council shall be repealed or amended unless the majority of the members of the Council concur therein. **[Amended 12-7-2011 by Ord. No. 2011.81; 12-21-2021 by Ord. No. 2021.124]**

c. The above rules and orders are hereby adopted and all rules and orders inconsistent with the above are hereby repealed.

City Council

Meeting Date: January 4, 2024
Meeting Time: 6:00 PM

Agenda Item No: 9.a.
Item Description: Approval/Amendment Part II: Code of Ordinances, Article IV - Boards, Committees, Commissions (New Division) – Diversity, Equity and Inclusion Committee

Submitted by: Danica Lamontagne, Assistant to the City Manager

Supporting Information/Documentation:

Proposed amendment to Code of Ordinances

Order to create the Diversity, Equity and Inclusion Committee as approved by the City Council in January 2022

Key Terms:

N/A

Executive Summary:

The proposed amendment to Chapter 2, Article IV of the Code of Ordinances would codify the existing Diversity, Equity and Inclusion Committee and establish staggered terms for members.

Detailed Review:

The Diversity, Equity and Inclusion Committee was established by the City Council in January 2022 by order of the Council. The proposed amendment to the Code of Ordinances maintains the functions and purposes of the committee as previously approved, with only minor logistical updates.

The order as originally adopted did not establish staggered terms for members. In December 2023, all eight of the volunteer members and our City Council liaison had their two-year terms expiring at the same time, which put the Committee at risk of losing important institutional knowledge. The updated language in the proposed code establishes three-year staggered terms. To make that transition, there will be three members appointed for a three-year term, three members appointed for a two-year term (including the Council liaison), and three members appointed for a one-year term.

Other updates define the roles of Chair, Vice Chair and Secretary and establish a mechanism for removal of a committee member after multiple unexcused absences. These updates are consistent with other codified Commissions/Committees. Minor updates were also made to

the list of identities included in Section 2-328 at the recommendation of the Diversity, Equity and Inclusion Coordinator.

Funding Source:

N/A

Staff Recommendation:

Adopt the proposed amendment to the Code of Ordinances.

City of Biddeford

2023.02 IN BOARD OF CITY COUNCIL… JANUARY 4, 2024

BE IT ORDERED, by the City Council of the City of Biddeford, that Part II: Code of Ordinances, Article IV - Boards, Committees, Commissions be amended to include new Division 13, *Diversity, Equity and Inclusion Committee* by adding text as follows:

Sec. 2-326 **Established.**
The City of Biddeford's Diversity, Equity and Inclusion Committee is hereby established.

Sec. 2-327 **"Committee" defined.**
Unless otherwise indicated, the term "Committee," as used in this division, shall mean the Diversity, Equity and Inclusion Committee.

Sec. 2-328 **Composition; appointment of Committee members; terms of office; removal of members.**

(a)
The Committee shall consist of 8 volunteer members and one City Councilor. Such members shall be nominated by the Mayor and confirmed by the City Council. Members must reside, own a business, or attend school within the City of Biddeford. The Committee shall be staffed by the Diversity, Equity and Inclusion Coordinator or designee.

(b)
The Council will strive to appoint members to the Diversity, Equity and Inclusion Committee who bring their lived experiences regardless of their varied identities including but not limited to age, race, color, religion, sex, sexual orientation, marital status, pregnancy, the dimensions of gender, disability, citizenship, veterans' status, ancestry, national origin, and/or political affiliation, amongst other identities. Appointed members will be expected to think broadly in terms of how issues of racism, sexism, ableism, and other discriminatory and prejudicial biases and systems impact all residents in Biddeford.

(c)
The terms of each member shall be staggered so that no more than three members' terms shall expire in the same year. Upon adoption of this ordinance, there shall be three

members appointed for a three-year term, three members appointed for a two-year term, and three members appointed for a one-year term. Following the completion of these initial terms, all members shall be appointed for three-year terms.

(d)
A member shall automatically be removed from the Committee in the event that they no longer reside in, own a business or attend school in the City of Biddeford or if they are absent for more than three regular meetings per calendar year without being excused by the Chair.

Sec. 2-329 **Functions and purposes.**
The purpose of the Diversity, Equity and Inclusion (DEI) Committee is to create a culture of acceptance and mutual respect that acknowledges differences and strives for equitable outcomes of opportunity, access and inclusion.

It shall be the function of the Committee to:
(1)
Advise the Biddeford City Council on policy decisions related to diversity, equitable outcomes, and inclusion;
(2)
Examine existing City policies, programs and practices through a community lens to promote diversity, equity, and inclusion;
(3)
Make recommendations to the Council on public engagement strategies and methods by which all Biddeford residents have the opportunity to better participate in the decision-making process,
(4)
Provide feedback, guidance, strategies and recommendations to increase community engagement specifically by underrepresented groups.
(5)
Identify local community leaders and building more leadership capacity in Biddeford's diverse communities.
(6)
Perform such other functions as may be required or delegated by the Mayor or City Council.

Sec. 2-330 **Filling of vacancies.**
Vacancies on the Committee shall be filled for the remainder of the term in the same manner as original appointments are made.

Sec. 2-331 **Quorum.**
A simple majority of Committee members shall constitute a quorum.

Sec. 2-332 **Required vote.**
The Committee shall act by majority vote of those present and voting.

Sec. 2-333 **Annual election of Chair and Vice Chair.**
The Committee shall annually elect a Chair and Vice Chair.

Sec. 2-334 **Chair to call meetings and preside.**
The Chair shall call all Committee members on three days' notice, unless waived, and shall preside at such meetings.

Sec. 2-335 **Vice Chair's power in absence of Chair.**
The Vice Chair shall be vested with all the powers of the Chair in case of the Chair's absence or incapacity to serve.

Sec. 2-336 **Authority to establish subcommittees.**
The Committee may establish subcommittees composed of three or more of its members if the Committee deems it necessary.

Sec. 2-337 **Authority of Council to assign powers, duties.**
The Council may assign additional powers and duties to the Committee as it deems necessary.

Attest by:_____

Diversity, Equity, and Inclusion Community Committee

Definitions:

Diversity refers to the variety of personal experiences, values, and worldviews that arise from differences of culture and circumstance. Such differences include race, ethnicity, gender and gender identity, age, religion, language, disability status, sexual orientation, socioeconomic status, geographic region, and more.

Equity refers to actively working to identify and eliminate barriers that have prevented full participation across differences in culture and circumstance.

Inclusion refers to the act of creating environments in which individuals and groups feel welcomed, respected, supported, and valued by eliminating practices and behaviors that marginalize. An inclusive climate embraces differences and offers respect in words and actions so that all people feel welcome in the City of Biddeford.

Committee Purpose:

To create a culture of acceptance and mutual respect that acknowledges differences and strives for equitable outcomes of opportunity, access and inclusion by:

A. Advising the Biddeford City Council on policy decisions related to diversity, equitable outcomes, and inclusion;
B. Examining existing city policies, programs and practices through a community lens to promote diversity, equity, and inclusion;
C. Making recommendations to the Council on public engagement strategies and methods by which all Biddeford residents have the opportunity to better participate in the decision-making process,
D. Provide feedback, guidance, strategies and recommendations to increase community engagement specifically by underrepresented groups.
E. Identifying local community leaders and building more leadership capacity in Biddeford's diverse communities.

The committee will consist of nine members that are each appointed for a two-year term. The Mayor appoints and the City Council confirms Committee members. Members must reside, own a business, or attend school within the City of Biddeford.

The Council will strive to appoint members to the Diversity, Equity and Inclusion Committee who bring their lived experiences regardless of their immutable traits including but not limited to race, ethnicity, LGBTQ+, gender, socio-economic status/history, differently abled, age amongst other

identities. Appointed members will be expected to think broadly in terms of how issues of racism, sexism, ableism, and other discriminatory and prejudicial biases impact all residents in Biddeford.

The Committee will meet once per month. A meeting may be held without a quorum; however, to vote on a matter the committee must have a quorum present which will consist of a simple majority of appointed voting members.

City of Biddeford

2024.03 IN BOARD OF CITY COUNCIL… January 4th, 2023,
BE IT ORDERED, that the City Council approves to amend the Human Resources Policies, Procedures and Benefits Manual Bereavement Leave Policy by adding or deleting text as follows:

BEREAVEMENT LEAVE

In the unfortunate ~~event of~~ death of a loved one, the City would like to recognize and respect the time and space needed to grieve and make necessary arrangements. The impact of such events are significant, and hopefully, the following guidelines can offer some support in the subsequent period of time after someone's passing. ~~in the immediate family of a regular or part-time employee, the employee shall be granted three days' leave of absence to make arrangements or to attend funeral services.~~As such, an employee shall be granted:

A. A maximum of five (5) consecutive paid working days off for a death within the "i~~I~~mmediate family," ~~is~~ defined as spouse, parents, children, significant other, ~~brother, sister,~~ siblings, ~~parents in law~~partners of parents, foster children, foster parents, ~~grandparents, grandchildren,~~ stepparents, and stepchildren ~~and step grandchildren,~~ or any other relative living in the same household of the employee.

B. A maximum of three (3) consecutive paid working days off for the death of other family members to include the following: grandparents, step grandparents, grandchildren, step grandchildren, cousins, siblings of parents, and children of siblings.

C. If the loved one does not fall in either of the categories listed above, and/or the employee needs additional time off from work for bereavement, the staff member is encouraged to request such time directly from the City Manager.

D. ~~B.~~If an employee is on vacation, the vacation leave will not apply if the deceased ~~is his mother, father, spouse, children or~~ stepchildrenfalls within the "immediate family" category above. The employee will not receive any additional days off; and shall be credited for any vacation days used during the bereavement leave.

~~C. One workday may be granted with pay to employees at the sole discretion of the City Manager and/or Department Head for attendance at funerals.~~

Attest by:_____

Town		Max Amount of Time	Paid/Unpaid	Policy Language
Auburn		3 days	Paid	Employees shall be allowed up to three days' leave with pay for death in the immediate family upon approval of the department head. Immediate family includes only the father or father-in-law, mother or mother-in-law, spouse, brother, sister or children of the employee. Sick leave will be charged if the employee is off the job exceeding three days.
Augusta		3 days	Paid	In the event of death in the immediate family of an employee, full-time and part-time employees shall, upon request, be granted up to three (3) days of paid leave. Immediate family shall includespouse, parents, children, siblings, grandparents and grandchildren, parents-in-law, brother-in-law, sister-in-law, step-parents, step-children, foster parents, foster children and significant other living in the same household. In the event of death of an employee's spouse or child, the employee shall be granted two (2) additional days paid leave. In addition, the City Manager may grant consideration for additional paid or unpaid leave of absence.
Biddeford		3 days	Paid	Death in the immediate family (spouse, parents, children, brother, sister, parents-in-law, grandparents, grandchildren, stepparents, stepchildren and step grandchildren, or any other relative living in the same household of the employee)
Brunswick		5 days, 3 days, 1 day	Paid	A maximum of five (5) working days off with pay for the death of a parent, spouse, significant other (defined as having resided in the same household), or a child/stepchild. A maximum of three (3) working days off with pay for the death of other family members to include the following: sister, brother, grandparent, grandchild, stepparent, father-in-law, mother-in-law, legal guardian. One (1) day off with pay will be allowed to attend the funeral of an aunt or uncle, when the funeral occurs on a scheduled work day. One (1) day with pay may be used for attendance at a funeral or service at the discretion of the department head. In the event the funeral or service is held after the third or fifth day following the death of a person for which bereavement leave is granted, one (1) day of bereavement leave may be reserved for attendance at the funeral or service.
Falmouth		5 days, 3 days, 1 day	Paid	The Town Manager shall grant a leave of absence without loss of pay for up to five (5) workdays for the death of an employee's immediate family member, which is defined for the purposes of this policy as spouse, child, father, mother, stepparent or stepchild. Three (3) working days shall be granted for the death of an employee's brother, sister, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, or sister-in-law. Such leave is to include the day of the funeral. The employee shall be entitled to a leave of absence without loss of pay for a period of one (1) work day for the purpose of attending the funeral of an employee's uncle, aunt, nephew, niece, or any person living in the employee's personal household.
Gorham		5 days, 2 days, 1 day	Paid	Special leave with pay shall be granted to regular employees for up to five (5) days for absence caused by the death of a member of the immediate family. "Immediate family" means parents, spouse, domestic partner, brother, sister, child, stepchild, stepparent, grandmother, grandfather, child-in-law, mother-in-law, and father-in-law. Special exceptions to this rule may be made by the Town Manager. Employees who need more than the initial 5 days of paid leave and who have accrued sick leave may also use up to 2 additional days of sick leave. Employees who have accrued sick leave may use up to 1 day of sick leave to attend the funeral of an Aunt, Uncle, Niece or Nephew, or sibling-in-law.
Kennebunk		5 days, 2 days	Paid	Up to five (5) working days with pay shall be granted to regular full-time and regular part-time employees in the event of the death of a spouse, domestic partner, child, step-child, parent, step parent, grandparent, sibling, siblingin-law, child-in-law, and parent-in-law. Up to two (2) working days with pay shall be granted to regular full-time and regular part-time employees in the event of the death of an aunt/uncle/pibling, niece/nephew/nibling or cousin.
Lewiston		5 days, 3 days	Paid	An employee, who suffers the loss of spouse, child, parent, step-parents, or step-children, shall be allowed paid leave at the employee's regular rate of pay for all scheduled hours lost for up to five (5) days for attendance at the funeral and/or handling of necessary arrangements. An employee who suffers the loss of a brother, step-brother, sister, step-sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren may be allowed to receive the employee's regular rate of pay for the scheduled hours missed for up to three (3) days for attending the funeral and/or handling the necessary arrangements
Old Orchard		3 days	Paid	The Town shall grant leave. with pay to regular full-time and part-time employees for up to three days for the absence caused by the death of a member of the immediate family. The employee may utilize two sick days to cover more time if he/she desires. "Immediate family" means parents, spouse, domestic partner, brother, sister, child, stepchild, stepparents, grandmother, grandfather, mother-in-law, and father-in-law. The Town Manager may allow bereavement leave in other appropriate circumstances.
Saco		5 days, 3 days, 1 day	Paid	In the event of the death of an employee's spouse, legally recognized partner, children, mother and father, or legal guardian, the employee shall be granted five days' leave of absence, with full pay, to make household arrangements and arrange for or attend death services. In the event of the death of an employee's sister, brother, stepparents, stepchildren, grandmother, grandfather, spouse's grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law or brother-in-law, the employee shall be granted up to three days' leave of absence, with full pay, to make household adjustments and arrange for or attend the death services. This provision shall also apply to out-of-town deaths. The employee may be required to furnish their immediate supervisor with proof of death. For relatives other than those mentioned above, such as aunt, uncle, niece, nephew or first cousin, one day's leave, with pay, to attend the funeral will be granted. The City Administrator may grant additional leave under this subsection in unusual or exceptional circumstances.
Sanford		5 days, 3 days	Paid	5 days for a spouse, domestic partner, children, parents, or siblings. In-laws, grandchildren, stepchildren, grandparents, or anyone else living in the household - 3 days.
Scarborough				No information given

Town		Max Amount of Time	Paid/Unpaid	Policy Language
South Portland		3 days	Paid	Paid bereavement leave shall be available to full-time and regular part time (twenty (20) hours or more per week) non-union employees as specified in this section. In the case of a death in an employee's immediate family an employee shall be entitled to a paid leave of absence of up to three (3) working days following the death. For the purposes of this section, immediate family is defined as spouse, registered domestic partner (in accordance with Maine Revised Statutes; Title 22, §2710), child, registered domestic partner's child, brother, sister, parent, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild, step parent, step child, the commensurate in-laws of the registered domestic partner, or other person residing in the household of the employee.
Waterville		5 days	Paid	In the event of a death occurring in the immediate family of an employee, the employee shall, upon request, be granted three (3) days of paid leave. Immediate family is limited to: spouse, registered domestic partner, children, parents, siblings, grandparents, and grandchildren, whether by natural heritage or law (in-law). In the event of the death of the employee's spouse, registered domestic partner, child or parent, the employee shall, upon request, be granted two (2) additional days of paid bereavement leave. Any additional time shall be with the approval of the Department Head and the use of accrued vacation leave.
Westbrook		3 days, 2 days, 1 day, 1/2 day	Paid	3 days, immediate family, 2 days at the request of the Mayor, 1 day for living relative. Fellow employee or half day, can get no more than ½ day.
Windham		3 days	Paid	The purpose of bereavement leave is to attend funerals or memorial services, making arrangements for such services, attending burials, or attending to family as a result of a death. Leave with pay shall be granted to regular full and part-time employees for up to three (3) days, not necessarily consecutively but reasonably proximate to the death, funeral, memorial service, burial, or other similar event, upon the death of a parent, spouse, brother, sister, child, grandparent, mother-in-law, father-in-law, brother-in-law, sister-inlaw or any other person who has lived in the employee's household. Special consideration may be made by the Town Manager when exceptional or unusual circumstances are a factor. Leave may be granted at the discretion of the Town Manager to attend the funeral of a distant relative or friend.
York		4 days	Paid	In the case of death in the employee's immediate family, employees may be granted a leave of absence with pay for the work days falling within the period between the time of death and day after the funeral, not to exceed four (4) days. "Immediate family" is defined as spouse, child, brother/sister, brother/sister-in-law, parent/parent-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, stepparent, stepchild, or other persons residing in the same household.

City of Biddeford

2024.04 IN BOARD OF CITY COUNCIL… January 4, 2024,
BE IT ORDERED, that the City Council approves to amend the Human Resources Policies, Procedures and Benefits Manual by adding or delting text as follows:

~~MATERNITY~~ PARENTAL LEAVE OF ABSENCE

~~Maternity leave is leave granted an employee for the period of disability related to pregnancy and childbirth. The time taken as maternity leave is considered an off-the-job disability until the employee's physician releases her for work. Maternity leave is in addition to the provisions of leave as outlined in the Family and Medical Leave information.~~

~~**Paid Leave**: Maternity leave will be charged to the employee's accrued sick, vacation and compensatory leave time accruals. The City will continue its contributions toward the employee's health insurance premiums as long as the employee portion of the health insurance premiums remain paid. The City will pay its portion of the insurance premium for a maximum of 12 weeks (3 months).~~

A regular, full-time employee who has completed at least one full year of employment with the City will be granted an additional four (4) weeks of paid leave upon the birth, fostering, or adoption of the child, to be used concurrently with Family Medical Leave (12 weeks unpaid) and, when applicable, supplemental to short-term disability coverage approved for the same reason. Parental Leave, in addition to any accrued sick time, may be used consecutively or intermittently, but expires 12 months after the date of birth or adoption/foster placement.

FAMILY AND MEDICAL LEAVE

It is the policy of the City to grant up to 12 weeks of family and medical leave time during a 12 month rolling calendar year to eligible employees, in accordance with the Family Medical Leave Act of 1993 (FMLA).

A. **Eligibility:** In order to qualify to take family or medical leave under this policy, employees must meet each of the following conditions:

1. The employee must be a regular full-time, part-time or per diem/part-time employee.

2. The employee must have worked for the City of Biddeford for at least 52 weeks (not necessarily consecutive) and have provided at least 1,250 hours of service during the prior twelve months. For eligibility purposes, an employee will be considered to have been employed for an entire week if the employee was on the payroll for only part of the week or if the employee was on leave during the week.

3. Employees requesting a FMLA leave must request the leave in writing at least 30 days prior to the start of the leave for foreseeable leave such as birth, placement for adoption or foster care or planned medical treatment, or as early as practicable in unforeseeable situations.

B. **Type of Leave Covered:** An eligible employee will be granted an FMLA leave of up to a total of 12 weeks in a rolling calendar year under the following circumstances:

1. For the birth of a child and to care for the newborn child, provided the leave is completed within 12 months of birth.

2. For the placement with the employee of a child for adoption or foster care, provided the leave is completed within 12 months of placement.

3. For the care of the employee's spouse, child or parent ("family member") with a serious health condition if supported by medical certification issued by the family member's health care provider.

4. For care of a sibling with a serious illness if a) the employee and sibling are jointly responsible for each other's common welfare as evidenced by joint living arrangements and joint financial arrangements, or b) the sibling is a member of the Armed Forces, including the National Guard and Reserves, and incurs a serious health condition or dies while on active duty.

5. For the employee's own serious health condition that makes the employee unable to perform the functions of their job as supported by medical certification issued by the employee's health care provider.

6. For the birth of a child to a domestic partner, the placement for adoption with a domestic partner, the serious health condition of a domestic partner or the serious health condition of the domestic partner's child. (Requires completion of an Affidavit of Domestic Partnership.)

7. For a "qualifying exigency" arising out of the fact that a spouse, child, or parent of the employee is on active duty or has been called to active duty.

8. For the spouse, child, parent or next of kin of a covered military service member to care for the service member who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness. The employee may take up to 26 workweeks of unpaid leave during a single 12-month period for this condition.

An eligible employee can take up to 12 weeks of leave under this policy during any 12 month rolling calendar year. The City will measure the 12 month period as a rolling 12 month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the City will compute the amount of leave the employee has taken under this policy and subtract it from the 12 weeks of available leave, and the balance remaining is the amount of leave the employee is entitled to take at that time.

~~If a husband and wife both work for the City, and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave.~~

Attest by:_____

Town		Max Amount of Time	Paid/Unpaid	Policy Language
Auburn		12 weeks	All unpaid	Falls under FMLA policy
Augusta			All unpaid	Falls under FMLA policy
Biddeford		6 months	All unpaid	Maternity leave will be charged to the employee's accrued sick, vacation and compensatory leave time accruals. The City will continue its contributions toward the employee's health insurance premiums as long as the employee portion of the health insurance premiums remain paid. The City will pay its portion of the insurance premium for a maximum of 12 weeks (3 months). Maternity leave is in addition to the provisions of leave as outlined in the Family and Medical Leave information (12 weeks).
Brunswick		12 weeks	All unpaid	Falls under FMLA policy
Falmouth			All unpaid	Falls under FMLA policy
Gorham		12 weeks	All unpaid	Falls under FMLA policy
Kennebunk		12 weeks	4 weeks paid	The Town of Kennebunk will provide up to four weeks of paid parental leave to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care. Paid parental leave is a Town-paid benefit. Employees eligible and approved for paid parental leave are not required to utilize accrued benefit time, i.e. sick, vacation, comp time and personal days. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable. This policy will be in effect for births, adoptions or placements of foster children occurring on or after May 1, 2023.
Lewiston		12 weeks	All unpaid	Falls under FMLA policy
Old Orchard		3 months	All unpaid	An employee shall be entitled up to twelve (12) consecutive weeks for maternity leave. The leave shall be unpaid unless she elects to use accumulated vacation or sick leave. Upon completion of the maternity leave, the employee shall return to her regular position of work. Paternity leave of up to four (4) consecutive weeks will be allowed. The leave shall be unpaid unless the employee elects to use accumulated vacation or sick leave.
Saco		12 weeks	4 weeks paid	A regular full-time employee who has completed at least one full year of employment with the City will be granted an additional four (4) weeks of paid sick time upon the birth or adoption of their child to be used concurrently with Family Medical Leave (12 weeks unpaid) and, when applicable, supplemental to short-term disability coverage approved for the same reason. Such time shall be in addition to the employee's current paid sick time balance. Parental Leave expires 12 months after the date of birth or placement.
Sanford		12 weeks	All unpaid	Falls under FMLA policy
Scarborough				No information found
South Portland		12 weeks	All unpaid	Falls under FMLA policy
Waterville		12 weeks	2 weeks paid	The City of Waterville agrees to grant up to two (2) weeks of paid sick leave, from the birth of the child, for paternity leave after a request is presented in writing to the Human Resource Office, provided the employee has sufficient accumulated sick leave.
Westbrook		12 weeks	2 weeks paid	The City of Westbrook will provide up to two (2) weeks of paid parental leave to non-union employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted child.
Windham		12 weeks	All unpaid	Falls under FMLA policy
York		12 weeks	All unpaid	Falls under FMLA policy

City Council

Meeting Date: January 4, 2024
Meeting Time: 6:00pm

Agenda Item No: 9.e.
Item Description: 2024.06) Approval/Award Ambulance Purchase to P.L. Custom - Sugarloaf Ambulance/Rescue Vehicles

Submitted by: Lawrence D. Best, Fire Chief

Supporting Information/Documentation:

Please see the attached proposal and purchase agreement from Sugarloaf Ambulance/Rescue Vehicles

Key Terms:

Ambulance Replacement

Executive Summary:

Approval to award the contract to purchase a new Ambulance to the Sugarloaf Ambulance/Rescue Vehicles for a 2025 RAM 5500, PL Custom, Type 1 Ambulance.

On December 19, 2023, the Finance Committee voted to allow the Fire Department to proceed with a sole source procurement for this new ambulance.

Detailed Review:

The Fire Department is seeking approval for the purchase of one new ambulance from the Sugarloaf Ambulance/Rescue Vehicles for a cost of $450,936.00.

The Fire Department has worked with the vendor/manufacturer of the most recently purchased ambulances, which was from the Sugarloaf Ambulance/Rescue Vehicles to update and develop specifications for this vehicle which will be constructed by P.L. Custom.

The purchase of this ambulance would be through Sourcewell, which is a cooperative purchasing program. Sourcewell is a nationwide, government procurement service striving to make the governmental procurement process more efficient. They hold hundreds of ready-to-use competitively solicited contracts.

The funds for the ambulance would be due in two parts/payments. The first payment will be due when the Dodge chassis arrives. The second payment will be due upon the delivery of the vehicle, which will be an estimated 24-30+ months after the signing of the contract.

The chassis payment is standard among the various manufactures and typically costs 18 to 25% of the total cost for the ambulance purchase.

This vehicle will replace one of the current ambulances. Upon delivery of the new Ambulance, the DPW Fleet Garage Supervisor will mechanically evaluate the three ambulances to determine which one is in need to be replaced first.

Funding Source:

Future CIP project funding through the budget process; est. time frame of FY2024/2025 for the chassis payment and FY2025/2026 for the final payment upon delivery. The cost would be $450,936.00

Staff Recommendation:

Staff recommends going forward with this purchase from the Sugarloaf Ambulance/Rescue Vehicles for a 2025 RAM 5500, P.L. Custom, Type 1 Ambulance for a total of $450,936.00.

DRAFT

City of Biddeford

2024.06 **IN BOARD OF CITY COUNCIL… JANUARY 4, 2024**

BE IT ORDERED, that the City Manager enter into an agreement with P.L. Customs – Sugarloaf Ambulance/Rescue Vehilces for the purchase of one 2025 Ram 5500 PL Custom, Type 1 Ambulance in the amount of $450,936.00.

Note: Payment shall be makde in two parts – part 1 shall be upon delivery of the chassis and part 2 shall be unpon delivery of the finished vehicle.

Attest by:_____

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Sourcewell

Solicitation Number: RFP #110921

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and P.L. Custom Body and Equipment Co., Inc., 2201 Atlantic Ave., Manasquan, NJ 08736 (Supplier).

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

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

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires February 23, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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The Supplier will submit payment to Sourcewell in the amount specified in the table below, based on the number of units in each order by Participating Entities under this Contract, as the administrative fee during each calendar quarter.

Order Size	Administrative Fee
5 units or fewer	$1,000.00 USD
6 - 10 units	$2,000.00 USD
11 - 15 units	$3,000.00 USD
16 units or more	$4,000.00 USD

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

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A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

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

3. *Use; Quality Control.*

   a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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

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

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

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

18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

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

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$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

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

Minimum Limits:
$2,000,000

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

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

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

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

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

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C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian

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government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

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

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

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

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each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

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

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

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

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

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

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

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right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
2/24/2022 | 3:00 PM CST
Date: _____

P.L. Custom Body and Equipment Co., Inc.

DocuSigned by:
Deborah L Thomson
E3DD4F36134B430...

By: _____
Deborah L. Thomson
Title: President
3/1/2022 | 10:56 AM PST
Date: _____

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO
3/1/2022 | 12:58 PM CST
Date: _____

RFP 110921 - Ambulance and Emergency Medical Service Vehicles

Vendor Details

Company Name:	P.L. Custom Body and Equipment Co., Inc.
Does your company conduct business under any other name? If yes, please state:	PL Custom Emergency Vehicles (ambulances, remounts, conversions) and Rescue 1 (rescues, command, haz-mat)
Address:	2201 Atlantic Avenue Manasquan, NJ 08736
Contact:	Chad Newsome
Email:	cnewsome@plcustom.com
Phone:	732-223-1411 149
Fax:	732-223-8456
HST#:	41-1310360

Submission Details

Created On:	Tuesday October 12, 2021 10:18:16
Submitted On:	Friday November 05, 2021 15:54:06
Submitted By:	Deb Thomson
Email:	debthomson@plcustom.com
Transaction #:	4f52d12b-d5ba-470c-aad4-957fe47cb4ed
Submitter's IP Address:	96.56.20.251

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	P.L. Custom Body and Equipment Co., Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	There are no subsidiary entities.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	PL Custom Emergency Vehicles.	*
4	Proposer Physical Address:	2201 Atlantic Ave, Manasquan, NJ 08736	*
5	Proposer website address (or addresses):	www.plcustom.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Deborah L. Thomson President debthomson@plcustom.com 732.223.1411	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Chad Newsome National Sales Manager cnewsome@plcustom.com 732.223.1411 ext. 149	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	None	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	Provide a brief history of your company, including your company’s core values, business philosophy, and industry longevity related to the requested equipment, products or services.	P.L. Custom Body and Equipment Co., Inc. (PLCB) is a closely held, independently owned C-Corporation manufacturer located in Manasquan, NJ. We have been in the business of serving the emergency services community with the manufacturing of ambulances, rescue trucks, and other specialty response units since 1946. 2021 marks our 75th anniversary! The business was purchased by the Smock Family in 1970 and is operating under the same management today. P.L. Custom Body and Equipment Co., Inc, DBA PL Custom Emergency Vehicles (PLCEV), manufacturers Type I, Type III, and Medium Duty ambulances. As our name symbolizes, we are a custom manufacturer. We have 175 full time employees at our Manasquan, NJ location. Many of our employees have been with us for 20, 30, and over 40 years! This longevity and loyalty are supported by the true family commitment we have for our employees. The tribal knowledge these long-term employees have is invaluable to both our company and to our customers. Central to our core values is a dedication to design and the manufacturing of reliable, durable, and serviceable vehicles customized to meet and exceed the specific needs of our customers. We are known as a company that stands behind our products and will always do the right thing when it comes to our customers.	*

10	What are your company's expectations in the event of an award?	In the event of an award by Sourcewell for our Emergency Vehicles, we would expect to achieve an increase in sales and deliveries. As we saw on our last awarded contract, the growing acceptance and desire for cooperative bids, and in particular the Sourcewell program, has opened new avenues to expand our product reach. The Sourcewell Members consistently point out the ease of working with this specific cooperative purchasing program. If awarded, we see a continuation and expansion of being able to assist those members in acquiring products from PLCB.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	PL Custom Body & Equipment Co had annual revenue of $25,765,555.00 in 2020. This was generated from the manufacture and sale of ambulance vehicles, rescue vehicles, ambulance body remounts, service and parts sales. Our financial statements for 2020/2019 are included in our submission. We enjoy a strong and long-term relationship with Provident Bank, with credit lines for both chassis and working capital. These credit lines are approved at $6,000.000 total. We also have a relationship with Ford Motor Credit and a chassis line of $3,500,000. Our approved interest rate for both of these lines is below prime. Our performance bond rating with NGM Insurance Company is strong and has been maintained for many years at a percentage rate of <1%.	*
12	What is your US market share for the solutions that you are proposing?	Our US market share for our ambulances and emergency vehicles is approximately 5% per the NTEA / AMD annual survey reports.	*
13	What is your Canadian market share for the solutions that you are proposing?	We currently do not market our ambulance vehicles in Canada.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	P.L. Custom Body and Equipment Co., Inc. is a manufacturer of custom ambulances and emergency vehicles. Answering b) PL Custom Emergency Vehicles is a manufacturer of custom emergency vehicles with sales distribution thru a network of independently owned and operated Sales and Service Dealers in 29 states outside of New Jersey. These individuals would be considered employees of a third party. Our Dealers maintain a sales distribution agreement with P.L. Custom Body and Equipment Co., Inc. which details their respective area of responsibility, performance expectations, and service requirements. Sales and service in New Jersey is provided by New Jersey Emergency Vehicles (NJEV), a division of PLCB. This staff of 32 sales and service techs are employees of PLCB.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	PLCB maintains Certification to Federal Specification KKK-A-1822 Rev. F, Ford QVM, NFPA, and OSHA. We maintain manufacturer licenses in all states that require it. We are current members of NFPA, NJBIA, NTEA/AMD/MVP, and CAAS.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	NTEA/MVP Qualified Company Ford QVM approval rating at 98.5% NTEA/AMD Executive Board Member, Deborah L. Thomson, active member and former chair of the division.	*
19	What percentage of your sales are to the governmental sector in the past three years	90% of our vehicles sales are to government / municipal customers; local/city fire/ems departments, large county fire/ems departments. 10% of our vehicle sales are to hospital based ems services.	*
20	What percentage of your sales are to the education sector in the past three years	We do not sell to the education sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Houston Galveston Area Cooperative (HGAC) $5,000,000 avg per year for the past 3 years Pennsylvania Co-Stars – maintained by Pennsylvania Dealer FCAM - Maintained by Massachusetts Dealer Florida Sheriffs – Maintained by Florida Dealer Sourcewell for ambulances and rescue vehicles – over $5,000,000 in 2021 and continuing to grow	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not have a GSA Contract	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Clinton Rescue Squad PO Box 5265 Clinton, NJ 08809 Member # 98207	Frank Setnicky, Chief	908.735.4012	*
City of Novi 45175 W. 10 Mile Road Novi, MI 48375 Member # 26244	Michael Rhatigan Fleet Asset Manager City of Novi	248.567.0395	*
City of Elkhart 2421 17th Street Elkhart, IN 46517 Member # 27713	Shaun Edgerton, Chief Kristi Sommer, Asst. Chief Elkhart Fire Department	574.293.8931	*

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Chesterfield County Fire & EMS	Government	Virginia - VA	International Medium Duty Ambulances	12 Units	3,600,000.00	*
Montgomery County Fire	Government	Maryland - MD	Freightliner Medium Duty Ambulances Spartan Heavy Rescue Units	16 ambulances 3 Heavy Rescue	8,600,000.00	*
Spring Hill Community Ambulance Corp	Government	New York - NY	Type I, Type III and remount vehicles	6 units	1,500,000.00	*
Wheaton Volunteer Rescue Squad	Government	Maryland - MD	Freightliner Medium Duty Ambulances Conversion vehicles	3 ambulances 3 conversion vehicles	1,110,000.00	*
Boca Raton Fire Dept	Government	Florida - FL	Freightliner Medium Duty Ambulances	3 Ambulances	1,350,000.00	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
25	Sales force.	PLCB currently has a sales force in the field of 84 sales representatives.	*
26	Dealer network or other distribution methods.	Our dealer network is comprised of 20 dealerships in 30 states and the District of Columbia. The states that have direct dealer coverage are Alabama, Colorado, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Vermont, Virginia, Washington DC, West Virginia, Wisconsin. In states that we do not have dealer coverage, members may purchase factory direct.	*
27	Service force.	All of our dealers offer full service through their own dealerships, not through subcontractors, in their respective areas of responsibility. In areas where no dealer is present, we partner with either the member's own fleet service department or an independent service vendor for warranty support of the product. All sales and service territories are clearly defined with no overlapping areas.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	PL Custom Emergency Vehicles supports our dealer network and customers with a very thorough proposal process, including detailed specifications, pricing, and drawings. We maintain a log for each of these projects assigned to each dealer. When a Sourcewell customer inquiry is received, the customer information would be documented and forwarded to the dealer in the particular area of responsibility. The dealer / sales representative would contact the customer directly. We at PL Custom Emergency Vehicles would support the dealer with the proper proposal format and pricing for the Sourcewell contract. While most contracts are directly between the customer and the dealer, in the event of a factory direct sale, the factory will handle all of the contract paperwork. Once the vehicle is contracted with the dealer, the file converts to a booked order and is logged into our production job database. At that time it will also be coded as a Sourcewell contract. If the contract is to be Sourcewell, we would document the details of the project and submit the information to Sourcewell on a quarterly base as required. PL Custom Emergency Vehicles would remit the fee to Sourcewell on behalf of the customer and the dealer at time of delivery.	*

29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	In locations where PLCB has dealer representation (as noted above in 26), customer service is handled primarily through the assigned dealer. Customers have access to direct phone numbers, after hour's points of contact, e-mail and fax access, as well as a host of social media platforms. In those areas with dealer coverage, PLCB also stands by to assist with sales and service support, as well as twenty-four service support. In areas not supported with dealer coverage, we maintain committed to customer support (sales / service) with 24 hour phone, e-mail, and social media (Facebook) access.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	As noted above in sections 25, 26, and 27, PL Emergency Vehicles looks forward to building on the successes of our first Sourcewell contract. We want to be the premier supplier for Sourcewell members looking for exceptional quality emergency vehicles.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	As Canada has different standards for ambulance, we are not currently looking to expand into that marketplace.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	As noted in question 26, we have sales and service dealerships in 30 states and the District of Columbia. In those areas not covered by a dealer, we can sell factory direct to the members and then partner with either the member's own fleet service department or an independent service vendor for warranty support of the product. As noted in question 31, we are not currently looking to sell in Canada due to different standards for ambulances in that marketplace.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no Sourcewell participating entities that we would exclude from servicing.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	As we do not have any dealers currently serving Hawaii, Alaska, or in the US territories, we would treat any sales opportunities as a factory direct sale. Members that choose not to take delivery from PLCB's location can choose to have the vehicles delivered to their location. The cost for this service would be itemized out to the Member and billed out as a separate part of the final invoicing.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	If we are awarded the Sourcewell contract, we will have new training programs for our dealers - as we did previously with the first contract - to promote Sourcewell and educate our dealers on the benefits, use, and procedures associated with proper utilization of this contract. We will distribute printed and electronic supporting documents for our dealers to distribute and promote with their customer base, as well as promoting our involvement in the contract with Sourcewell Members directly. In addition, PLCB will use our website, Facebook page, e-mail campaigns, and print advertising to promote our continued participation with Sourcewell. At the over 50 trade shows PLCB products are displayed at, we will have signage and information available promoting our status as an awarded vendor with Sourcewell.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	PLCB has two websites for our different product lines, PL Custom Emergency Vehicles - www.plcustom.com and Rescue 1 - www.rescue1mfg.com. We also maintain Facebook pages for each product line. Our total likes for both pages is approaching 18,000 and our reach is even higher. Our websites and Facebook pages all have direct links to Sourcewell. We routinely post on our Facebook pages about the value of becoming a Sourcewell Member.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's role in promoting contracts arising out of this RFP should be multi-layered. We appreciate and are well aware of, and follow, your social media activity. The websites - both for Members and vendors - is filled with helpful content. The area that seems to need increased activity is participating in more trade shows in the Fire / EMS industry. We were happy to see Sourcewell attending the FDIC Conference in Indianapolis. A recommendation would be to also attend both the EMS World Expo and EMS Today conferences. In terms of our integration of our Sourcewell-awarded contract into our sales process, it is promoted by our dealers in three levels: First level - Prior to a demo appointment, the sales representative performs an agency look-up to see if the customer is already a Member. Second level - If the customer is a Sourcewell Member, they go to the meeting with a pre-proposal showing the applicable contract model and pricing. If the customer is not a member, they bring along information on becoming a member. Third Level - If the customer is not a member, but they are funded by their municipality, the dealers take the same steps as the prior two levels. In some cases, we may enlist the assistance of Sourcewell in promoting the contract to the purchasing municipal government. This was done successfully with Raritan Township, NJ previously.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	PLCB does not have an e-procurement system.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Sales training offered multiple times during the year at PLCB, as well as at the dealer locations. Service training to dealers is offered to both dealers and customers multiple times per year at PLCB and also at dealer / customer location. Hard copy and electronic training manuals are provided to all attendees. Customer specific tours of our facility and meetings with upper management and engineering. Pre-construction meetings with customers are held either here at PLCB or virtually via Zoom prior to final approval packages submitted for customer sign-off. This meeting is chaired by the specific engineer / project manager for the vehicle. All of the above are provided to our customers and dealers at no charge.	*

40	Describe any technological advances that your proposed products or services offer.	Vehicle enhancements using new technology: VMUX Multiplexed Electrical systems with integrated diagnostics for vehicle condition Idle reduction/mitigation systems to support on scene load demands UV lighting upgrades in Climate control system for air sanitation UV lighting system for surface disinfection AeroClave, MEDS disinfecting topical spray systems 360 degree, rear view, patient compartment and exterior blind spot cameras with monitor in cab Electrical load management with cab mounted indicators and potential load shed when draw exceeds output. Anti-theft devices to secure vehicle when left unattended. Dash Cam DVR for recording vehicle activity and GPS. Seat Belt monitoring systems for cab and patient area. Narcotics lockers with Biometrics, PIN and proximity cards to control and document access. Electronic keyless access control for cabinetry and drawers using keypads or smart card credentials. Climate controlled cabinets to monitor for temperature sensitive drugs and saline. On board vehicle WIFI and wireless routers for telecommunication Engineering/Technology: Quote Writer for sales quoting Solid Works for 3D modeling and design Drive Works for 3D modeling and drawing configuration Solid Works EPDM for storage of engineering data Solid Works Electrical for electrical design and schematics OMAX Precision WaterJet System for metals processing Safran e-Brake for metals processing Radan software for water jet and e-brake Sage MAS 200 ERP for accounting and inventory Ford IDS Integrated Diagnostic System for vehicle diagnostics/ Ford NGS New Generation Star Tester for diagnostics John Bean Front End Alignment In house paint mixing systems for Akzo Nobel Sikkens Thermwood CNC Router for Cabinet shop	*
41	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We offer solar panel technology to support the charging or recharging of the vehicle batteries. This allows the vehicle engine to be shut off and not drain the batteries when the communication radios, temperature-controlled cabinets, computers etc. are still needed to be active. We offer Idle reduction technology for those customers that need to remain on the scene of an incident and want to turn the engine off to reduce emissions into the air. Internally at the company, we maintain recycling of paper, aluminum and plastic. We recycle delivery pallets back to the original company. Scrap metal, wood and cardboard is recycled thru services specific to recycling. We have embraced the remote work environment and continue this program post the pandemic requirements. This reduces commutation fuel consumption and energy/utility usage here in the office/plant.	*

42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We do not have any current third party eco-labels/certifications.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	PL Custom Body and Equipment Co., Inc. is a woman owned company. Jean S Smock and Deborah Smock Thomson maintain current ownership and management. Key management positions are held by women: Nancy Buhagiar VP of Operations and Finance Kim Blanco HR Manager Patricia Hill Marketing Manager Cindy Straubinger, Service Manager Lisa Croasmun, Quality Assurance Manager.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	P.L. Custom Body and Equipment Co., Inc. is an independent and family-owned manufacturer of custom emergency vehicles with a hands-on approach to our customers. Accessibility to and involvement with upper management is a component of every customer relationship that we maintain. We answer to our customers and employees, not a board of directors. This offers added value to our customers and to Sourcewell Members. The experienced solutions our people offer result in a better understanding of our customers' needs and a strong repeat customer base.	*

Table 9: Warranty

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

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes. Our warranties are as follows: 3 year, 36,000 mile General Conversion Lifetime Structural Integrity Lifetime, 100,000 mile Electrical 10 year Paint 5 Year Paint Corrosion	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Paint Corrosion Warranty has prorated coverage in the 4th and 5th year of the warranty timeframe. Components that are manufactured by other are covered by their representative warranties. We facilitate warranty coverage for our Dealers and Customers in these incidents.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, upon request.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	All states currently serviced by our Dealer Network are fully covered for all warranty needs. In the areas where we may not have a Dealer, we coordinate with a local chassis dealer as well as an emergency vehicle facility to support the customer with warranty repairs. In some areas, we have set up the customer as a warranty facility when they have the ability to do so. We offer service training at our location and also at the customers/service center location to support this opportunity.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Some items that are manufactured by others are covered in both our 3 year general conversion and lifetime electrical warranties. Other items are covered by the respective manufacturer's warranty – some of which are for longer periods of time. We facilitate warranty coverage for our Dealers and Customers in these incidents. We have several lighting brands that offer 5 year and lifetime warranties on their products. All of which are extended to the end user customer.	*

50	What are your proposed exchange and return programs and policies?	Warranty Reimbursement procedure: The Dealer Service Center is contacted by the customer in the event of a warranty repair need. The Dealer contacts PL Custom (mfg.) for warranty authorization and diagnostic assistance for the reported issue. Warranty Pre-Approval Authorization: All warranty claims require a pre-approved Warranty Authorization Number. This pre-approval process is required to first, inform PL Custom/Rescue 1 of a warranty problem, but second and most important, to help diagnose and repair warranty service problems in the field. Payment of warranty claims requires an approved authorization number. Warranty Parts: If warranty parts are required and authorized, PL Custom/Rescue 1 will ship in stock replacement parts the day the request is made, provided the part is ordered before 2:00 p.m.. Parts that need to be ordered will be either shipped from the parts manufacturer or shipped out the same day they arrive to PL Custom/Rescue 1. Return of Defective Parts: When warranty parts are provided, defective parts must be returned to PL Custom/Rescue 1 within 30 days of the parts being shipped to be processed for credit.	*
51	Describe any service contract options for the items included in your proposal.	Preventative maintenance contracts are offered to our customers for annual inspections and chassis maintenance needs such as oil changes, fluid checks, transmission service and battery load testing for optimal performance. PL Custom is a Ford Authorized Warranty Center providing bumper to bumper support for our customers with the Ford Chassis. Several of our Dealers also provide Freightliner and International Chassis warranty to their customers allowing for minimal downtime when the vehicle is out of service for repair.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods.	Standard payment terms are payment upon delivery of the completed vehicle to the customer. Terms other than that are offered and negotiated on a per case basis. Discounts are offered for progress payments to the contract. We allow for check payments and wire transfer payments for completed vehicles.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	PL Custom does not offer in house leasing. We work closely with several municipal leasing companies and connect the customer directly to them for the opportunity. Recent Sourcewell networking events have opened up other opportunities in this area as well.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Our Order Form is the first indication into the factory that this particular order will be a Sourcewell Member order (see upload). We also have a Sourcewell sales reporting form that is used for our quarterly reports to Sourcewell (see upload).	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We currently do not use a P-card payment process for completed vehicles. We do offer this for smaller purchases for parts and service.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	

56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Detailed price lists for all base vehicles and associated options have been included in our proposal. The pricing reflects an MSRP for the vehicles and options and a 5% discount for Sourcewell contract pricing.	*
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing as submitted to Sourcewell is discounted from MSRP and is offered with a 5% discount on base vehicles and options.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	We offer multiple vehicle discounts for two or more vehicles ordered at the same time with the same spec and concurrent production. Discount is offered at $1,500.00 per vehicle when greater than two. Discounts are also offered for progress payment opportunities.	*
59	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	We supply some items we would consider to be “pass thru” to the customer such as; patient loading stretchers, communication radios, exterior graphics/lettering and chassis options. We also provide for the installation of customer supplied equipment such as patient loading stretchers, communication radios, small tools, hand lights, and miscellaneous equipment items. Sourced goods or open market price items not on our line item price list are treated as special option pricing and are noted as such in the proposal and final contract pricing. These are subject to our standard cost plus labor pricing process. No additional charges are imposed on these items. We would allow these special options on Sourcewell contract vehicles.	*
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The selling and service Dealer may offer the end user customer additional technical installation opportunities for radios, computer systems, and other equipment. The selling dealer will also many times coordinate lettering and graphics on the completed vehicle. Assistance with State specific EMS and licensing inspections and motor vehicle registration processing’s are offered by our Dealers as a convenience to the customer.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Most vehicles are picked up at our Manasquan, NJ facility and driven to the customer location after a final inspection here at the factory. The vehicle is normally picked up by the Dealer/salesperson, taken to their business location for any necessary state inspection and motor vehicle requirements. The vehicle is then delivered to the end user customer. PLCB and our dealers have relationships with several transport companies that will pick up the completed vehicle from our manufacturing location and deliver it to the dealer or customer as requested. The need for this increased during the pandemic lockdowns and has continued for some as a convenience to the customer. Our location in New Jersey allows for many options for our customers. We are close enough for an easy drive and centrally located for transport companies.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We have not delivered any units to Alaska or Hawaii. Transportation if needed into Canada would be coordinated by our Dealer Representative and they would coordinate all border transport and customs requirements.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Several of our dealers are from a greater distance from NJ and will arrange for a customer final inspection here at the plan, followed up by a transport company pick up of the completed ambulance. Our location in the tri-state are affords easy transportation to our location for the Dealer and the Customer. The vehicle transport is quoted specifically for each unit based on size and destination.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We require all orders utilizing the Sourcewell contract to be initially coded as a Sourcewell contract on the incoming order form. The pricing for the sale would then be reviewed, validated, and approved by the national sales manager. It would then be entered into our Access database. The data is also recorded into a tracking Excel spread sheet for all Sourcewell contracts. That information is then shared on a quarterly basis with Sourcewell.	*
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The reporting form to Sourcewell notes the following information: 1. Member Name 2. Agency Under Member (ie. Fire Department of the Town that is the Member) 3. Member address 4. Member ID# 5. Contract number 6. Product ID 7. Date of contract 8. Projected month of delivery 9. Actual delivery date 10. Fee mount for Sourcewell 11. Contract price 12. Date of payment made to Sourcewell 13. Check # 14. Selling dealer Internally, we also track if the dealer was invoiced for the Sourcewell fee and whether we have received that fee.	*
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	PLCB will propose a $ 1,000.00 per order administrative fee for Sourcewell. As noted, this will be included in the price as offered.	*

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

Line Item	Question	Response *	
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Our vehicles are produced as Medallion Type III, Classic Type I, and Titan Medium Duty ambulances. Utilizing the Ford, RAM, Chevrolet, Freightliner, International, and Kenworth chassis platforms, the actual choice of chassis is based on customer preference and needs. We provide modular ambulance body remounts for Type I, Type III, and Medium Duty ambulances. This allows the customer to retain the value in the original ambulance body and remount it onto a new chassis when the original is worn out with mileage or other conditions. This offers a true savings to the customer and also extends the overall value of the ambulance. All of our vehicles are designed with this opportunity in mind. Emergency Medical Units providing first response and ALS (Advanced Life Support) services are offered on a variety of chassis platforms. These chassis can be Ford, GM, or RAM platforms.	*
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our RFP offering has twenty-eight different products to offer to the Sourcewell Members. They are broken into three different groups: Ambulances - Seventeen different choices for Members, with a wide variety of chassis platforms and module sizes. Ambulance Body Remounts - Five different choices for Members, with a wide variety of chassis platforms. Conversion Vehicles - Six different choices for Members based upon various chassis platforms.	*

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

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

Line Item	Category or Type	Offered *	Comments	
70	Type I, II, III, and IV ambulance units	◉ Yes ○ No	PLCB is offering Type I, Type III, and Medium Duty ambulances. We do not manufacture Type II ambulances. A listing of all models, relevant specifications, and drawings for each product will be uploaded in the documents section.	*
71	Emergency medical transportation vehicles	◉ Yes ○ No	A listing of all models, relevant specifications, and drawings for each product will be uploaded in the documents section.	*
72	Vehicles used in the delivery of pre-hospital and out of hospital care	◉ Yes ○ No	A listing of all models, relevant specifications, and drawings for each product will be uploaded in the documents section.	*
73	Equipment, accessories, and supplies complementary or incidental to the purchase of a turnkey or complete unit of the types described in Lines 70-72	◉ Yes ○ No	A listing of all optional items will be uploaded in the documents section.	*
74	Installation, customization, refurbishment, inspection, repair and maintenance, and training and support services related to solutions described in Lines 70-72	◉ Yes ○ No	In addition to training and support as noted in question 39, our uploaded options list covers many of the customization options offered to Members.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
75	Describe available options for customization of the equipment and products offered in your proposal and any related order processes.	Detailed option list is uploaded for our three product segments - ambulances, remounts, and conversions.	*
76	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	There are five different remount offerings that we are putting forth for the Sourcewell Members. There are also optional components listed for remounts as well in our overall option list. These are uploaded in the documents section.	
77	Describe your compliance with US standards for the equipment and products offered in your proposal, including applicable federal and state requirements.	PLCB maintains certification to Federal Specification KKK-A-1822 Rev. F, Ford QVM (Quality Vehicle Modifier), NFPA, and OSHA. We maintain manufacturer licenses in all states that require it. We are also current members of NFPA, FAMA, NJBIA, NTEA/AMD/MVP, and CAAS.	
78	Describe your compliance with Canadian standards for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	We do not certify to Canadian ambulance standards.	

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

Line Item 79. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - PLCB Base and Optional Pricing.zip - Friday November 05, 2021 15:50:10
- Financial Strength and Stability - Financial Strength and Stability.zip - Friday November 05, 2021 15:52:26
- Marketing Plan/Samples - Marketing Plan and Samples.zip - Thursday November 04, 2021 08:37:50
- WMBE/MBE/SBE or Related Certificates - WMBE-MBE-SBE or Related Certificates.zip - Thursday November 04, 2021 08:43:34
- Warranty Information - Warranty Information.zip - Thursday November 04, 2021 08:44:01
- Standard Transaction Document Samples - Standard Transaction Document Samples.zip - Thursday November 04, 2021 08:44:23
- Upload Additional Document - Product Reference Guide, Ambulance quotes and drawings, remount quotes, and conversion quotes.zip - Thursday November 04, 2021 08:44:49

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

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

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Deborah Thomson, President, P.L. Custom Body and Equipment Co., Inc.

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Ambulance_EMS_Vehicles_RFP_1109021 Tue November 2 2021 06:50 PM	☑	1
Addendum_6_Ambulance_EMS_Vehicles_RFP_1109021 Tue October 26 2021 07:51 PM	☑	1
Addendum_5_Ambulance_EMS_Vehicles_RFP_1109021 Thu October 14 2021 04:14 PM	☑	1
Addendum_4_Ambulance_EMS_Vehicles_RFP_1109021 Tue October 12 2021 08:14 AM	☑	1
Addendum_3_Ambulance_EMS_Vehicles_RFP_1109021 Mon October 4 2021 09:44 AM	☑	1
Addendum_2_Ambulance_EMS_Vehicles_RFP_1109021 Thu September 30 2021 11:08 AM	☑	2
Addendum_1_Ambulance_EMS_Vehicles_RFP_1109021 Tue September 28 2021 07:41 AM	☑	1

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT IS ENTERED INTO BETWEEN
SUGARLOAF AMBULANCE / RESCUE VEHICLES AND

BIDDEFORD FIRE DEPARTMENT

In consideration of the payment described below, Sugarloaf Ambulance / Rescue Vehicles will deliver a 2025 RAM D5500, P L Custom Emergency Vehicles, Type I Ambulance, as described in the enclosed specifications, with the options specified.

Unless otherwise noted herein, the purchase price agreed to is due on day of delivery. Delivery to Biddeford Fire Department, shall be paid by Sugarloaf Ambulance / Rescue Vehicles. An inspection of the vehicle, as specified shall be made by the purchaser, prior to accepting the vehicle. Payment, in full, shall be made at this time. This includes a Stryker Power Load System and Stryker Power Cot,

The price delivered to Biddeford Fire Department is:

$450,936

Payment shall be made to Sugarloaf Ambulance / Rescue Vehicles.

The purchaser agrees to pay **$**_____

Sugarloaf Ambulance / Rescue Vehicles delivery dates are uncertain due to the orders in the PL Custom que

Keith Stuart

SUGARLOAF AMBULANCE / RESCUE VEHICLES
Scan & return to : kgstuart@twc.com

_____

BIDDEFORD Fire Department

QUOTATION	Sugarloaf Ambulance / Rescue Vehicles

Biddeford Fire Department
152 Alfred Street
Biddeford, Maine 04022
207-282-6632

Sugarloaf Ambulance Rescue Vehicles
411 U S Route 2 East
Suite A
Wilton, ME 04294

Exp. Date: 01/05/2024
Quote No: 10111-0002
BODY: CLSC170 Type 1 Classic, 170" 108"CA

12/06/2023

PART NO	S		DESCRIPTION	QTY	ID	EACH	EXTENDED
			== Type 1 Classic, 170" 108"CA - 33.990 07/29/22 ==		**PLG**		
00-00-0100			PL Ambulance - Release 34.05 effective 10/23/23	1	PLG	0.00	0.00
00-05-0100		<	** Quote Terms **	1	PLG	0.00	0.00
			All chassis are subject to availability.				
			Quoted body pricing is valid for 30 days from receipt or until the next data release.				
			Chassis pricing for PL Supplied chassis is subject to OEM chassis manufacturer surcharges and model year increases.				
			An ambulance or rescue vehicle order, submitted utilizing a chassis that cannot be assigned (from existing inventory) or ordered (chassis order banks open), will NOT be processed until such time that the chassis can be ordered and assigned. The vehicle order will then be processed and priced on most current pricing and data release in place for both chassis and body. This applies to both PL Custom and Customer/Dealer supplied chassis.				
00-11-7065	S	<	170" CLASSIC BODY, 72" Headroom, w/Drop Skirt	1	PLG	168103.00	168103.00
			Overall Vehicle Dimensions:				
			Length: 308"				
			Width: 99"				
			Height: 112" (+/- 2")				
			Exterior Modular Body Dimensions:				
			Length: 170"				
			Width: 97"				
			Height: 91"				
			Interior Modular Body Dimensions:				
			Length: 165"				
			Width: 90 3/4"				
			Height: 72"				
03-00-1240		< >	Chassis Type -Dodge (w/ required Conversion upgrades)	1	PLG	1950.00	1950.00
			All chassis options & upgrades must be reviewed/edited when changing chassis type. Paint must be reviewed/edited due to possible OEM white changes				

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
		The included Dodge Conversion upgrades are: Electrical circuits, wire and harness routing, and walk-thru construction				
		EXTERIOR		**PLG**		
10-10-1100	<	Modular Body Construction SAE J3057 Compliant	1	PLG	0.00	0.00
10-10-2000	<	Structural Integrity Warranty The structural integrity of the body shall be guaranteed for the life of the unit, as long as the original purchaser shall own it.	1	PLG	0.00	0.00
10-10-2070		Finite Element Analysis	1	PLG	0.00	0.00
10-10-2100		Compartments, Aluminum Diamond Plate, welded	1	PLG	0.00	0.00
10-12-2000		Type I, Classic, Cab to body Pass-thru	1	PLG	0.00	0.00
10-15-4000		Body mounting, Type I, rubber donuts, L-Duty	1	PLG	0.00	0.00
10-20-3300		Lowered Body Skirts, with Intermediate Step	1	PLG	0.00	0.00
10-30-1000	<	Curbside 6" Dropskirt Drop skirt on curb side to be 6" i/l/o 3" Requires Side skin change, Entrance door height change and "D" door height change	1	PLG	1000.00	1000.00
10-30-1100	<	Streetside 6" Dropskirt Drop skirt on street side to be 6" i/l/o 3" Requires Side skin change, "A" door height change and "B" door height change.	1	PLG	1000.00	1000.00
		EXTERIOR DOORS, AMBULANCE		**PLG**		
11-10-1060	<	Trimark 1875 Paddle Handle Power Locking, Entrance. Doors Qty(3) The door system shall include emergency override latch levers in upper and lower locations of each entrance door. Levers are visible with red coating and intended for emergency use in the event of a non-functioning handle.	1	PLG	0.00	0.00
11-10-4060	<	Trimark 1875 Paddle Handle Power Locking, Std Compt Doors (6) Tied to OEM Power Door Lock Switch	1	PLG	0.00	0.00
11-20-1800	>	Gas Spring Pneumatic Door Checks -Classic & Titan	1	PLG	0.00	0.00
11-20-2020		Compart. "A" Door to Check Past 90 Degrees	1	PLG	0.00	0.00
11-20-2030		Compart. "C" Door to Check Past 90 Degrees	1	PLG	0.00	0.00
11-20-2050		Compart. "E" Door to Check Past 90 Degrees	1	PLG	0.00	0.00
11-20-3000		Compart. "D" Door to Check Past 90 Degrees	1	PLG	0.00	0.00
11-20-5000		Grabber Rear Doors Hold Open, Top Mount, Polished Aluminum	1	PLG	0.00	0.00
11-30-1000	>	Side Entrance Door Nylon Strap w/ Footman loops	1	PLG	200.00	200.00
11-30-1010	< >	Body Compartment Door(s) Nylon Strap w/ Footman loops (ea.) Specify Quantity and Location: Qty: 4 Loc: "A" "C" "D" "E"	4	PLG	200.00	800.00
	<	**COMPARTMENT LAYOUT**		**PLG**		
		Exterior compartment dimensions reflect wall to wall measurements.				

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
12-10-2035		"A" Left Front - 20w x 86h x 21d -(w/Oxygen window)	1	PLG	0.00	0.00
12-15-100B		"B" Left Side 1/2 High -43w x 42h x 20d	1	PLG	0.00	0.00
12-20-1435	<	"C" Left Rear, 3/4 High, outside access, Oversized Width, -32w x 59h x 20d	1	PLG	1200.00	1200.00
		NOTE: Options selected below left rear counter may require a "box-out" due to space limitations				
12-25-100A		"D" Right Front, In-Out Access -20w x 55h x 33d above floor -20d below floor	1	PLG	0.00	0.00
12-30-150B		"E" Right Rear, with In/out to Center Aisle -24w x 83h x 21d	1	PLG	0.00	0.00
		COMPARTMENT DOOR PANELS, MATS, DECKING		**PLG**		
13-20-1000		Compartment Door Panels, Alum, Diamond Plate	1	PLG	0.00	0.00
13-30-1P10		Polycoated Compt & Entrance Door Sills,Compt Floors,Area Behind Rub Rails,Black	1	PLG	1500.00	1500.00
13-30-2000		Vent Compartments to Exterior of Vehicle	1	PLG	0.00	0.00
13-40-1000		Dri-Dek, Floors of Compartment, Black	1	PLG	0.00	0.00
13-40-2500		Rubber Mat, Shelves, Exterior Compartment	1	PLG	0.00	0.00
13-40-2800		Turtle Tile Slip Resistant Stepwell Mat (removable)	1	PLG	0.00	0.00
		COMPARTMENT CONFIGURATIONS AND EQUIPMENT		**PLG**		
13-41-0160		Oxy Bracket, w/Adjustable Shelf, Compartment A, (No Light Under Shelf)	1	PLG	185.00	185.00
13-42-0300		(2) Adjustable Shelves, for compartment "B"	1	PLG	439.00	439.00
13-43-0250		(1) Adjustable Shelf, for compartment "C"	1	PLG	226.00	226.00
13-47-0470	<	Full Height Divider w/(3) Adjustable Shelves Compartment "E"	1	PLG	631.00	631.00
		Long Equipment Storage Compartment "E"				
		Divider to be 12" off front wall w/10" shelves.				
13-70-0200		Bulbous mounts for (2) backboards Compt. "E"	1	PLG	150.00	150.00
13-70-0700		Hanger for Ferno EXL or #65 Scoop Compartment "E"	1	PLG	100.00	100.00
13-70-4000	S < >	Zico "Corner" Mount, Factory Supplied -(for SCBA)	2	PLG	185.00	370.00
		Mount Factory Supplied ZICO Model # ABS Mount, in corner of compartment.				
		Location:"C" Compartment				
		Mount 24: from the floor				
13-70-4400	S < >	SCBA Zico (KD-UH) Walk-Away Bracket #5 Clip (new, price ea)	2	PLG	175.00	350.00
		Qty. (2) Location: Compartment "C" , 6" from the shelf above				
13-90-S000		** SPECIAL OPTION REQUEST **	1	PLG	0.00	0.00
13-90-S001	U	(1) Adjustable Shelf, for compartment "C", 11" from the ceiling	1		0.00	0.00
13-90-S002	U <	PAC mount Coat hooks in Compartment "C"	2		80.00	160.00
		Qty: (2) , Location: "C" Compartment, (1) centered on forward wall, (1) Centered on the rearward wall, under the shelf.				
		Dealer Supplied & Installed				
		REAR STEP BUMPER		**PLG**		
14-10-2700		Lift-up Rear Step, Recessed, -Lic. plate left body	1	PLG	0.00	0.00

PART NO	S		DESCRIPTION	QTY	ID	EACH	EXTENDED
14-10-4000		<	Rear step to have additional grip strut	1	PLG	250.00	250.00
			An additional grip strut shall be mounted to center portion of rear step. This will bring the level of the center within 3/4" of the rear bumpers.				
14-20-1000			Rear Dock Bumpers, Bolted to Bumper Ends	1	PLG	0.00	0.00
			ALUMINUM DIAMOND PLATE ACCESSORIE		**PLG**		
15-10-1000			Front Corner Stone Guards, Polished Diamond Plate	1	PLG	0.00	0.00
15-15-1000			Front Body Stone Guard, Polished Diamond Plate	1	PLG	0.00	0.00
15-20-1050		>	Rub-Rails, C-Channel, Offset, Satin Finish	1	PLG	0.00	0.00
15-30-3060		<	Running Brds, Non-slip Diamond Plate w/grip strut inserts (Dodge)	1	PLG	1578.00	1578.00
			Includes rubber mud flap				
15-55-1000			Rear Diamond Plate Panel & Tall Corner Guards	1	PLG	375.00	375.00
15-90-S000			** SPECIAL OPTION REQUEST **	1	PLG	0.00	0.00
15-90-S001	S	<	Smooth aluminum under Fuel Fill Housing	1	PLG	250.00	250.00
			There shall be a smooth piece of aluminum the width of the fuel fill housing that extends down to the rub rail. This shall be sealed to prevent moisture from getting behind the plate.				
			EXTERIOR TRIM		**PLG**		
16-10-1000			Fenderettes, Rolled, Polished Stainless Steel	1	PLG	0.00	0.00
16-30-1500			License Plate Holder w/LED Lt,Cast Prod Polish, Lt Side Body	1	PLG	0.00	0.00
16-35-1100			Fuel Fill Housing, Cast products, Polished (Dodge)	1	PLG	0.00	0.00
			EXTERIOR, MISCELLANEOUS		**PLG**		
17-50-1000			Undercoat Body	1	PLG	0.00	0.00
			BODY WINDOWS		**PLG**		
18-10-1000		<	Window, Side Door (18"W x 22"H), Sliding, 31% Tint	1	PLG	0.00	0.00
			Transportation Products Inc. Window.				
18-20-2000		<	Windows, Rear Doors, (15"W x 22"H), Fixed 31% tint	1	PLG	0.00	0.00
			Transportation Products Inc. Windows.				
18-50-1000			Privacy Tint, Mylar, Side and Rear Doors	1	PLG	350.00	350.00
			INTERIOR CONSTRUCTION		**PLG**		
20-00-1000			Interior Construction Type - Standard Cabinets	1	PLG	0.00	0.00
			INSULATION		**PLG**		
20-10-1000			Insulation, Interior Body	1	PLG	0.00	0.00
20-10-2000			Sound Deadened Insulation, Entrance Doors	1	PLG	0.00	0.00
20-10-3000			Sound Deadened, Compartment Doors	1	PLG	0.00	0.00
20-10-5000			Sub-Floor, Expanded PVC Polymer	1	PLG	0.00	0.00
			FRONT BULKHEAD		**PLG**		
21-10-0520		<	Type I, Classic, Cab to body Pass-thru, Hinged Window	1	PLG	450.00	450.00
			Hinged Clear Acrylic window.				
			With standard, wood cabinet construction, the window will open into a recessed pocket.				
			The window will rest against rubber gasketing lining the window frame when closed.				
21-30-1000			Climate Control Unit Over Cab to Body Passage	1	PLG	0.00	0.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
21-40-1500	<	Electrical Power Distribution Cabinet, Access Panels, Black Polycoat Black polycoat cover with an access panel with flush locking trigger latches	1	PLG	0.00	0.00
		RIGHT FRONT CABINET		**PLG**		
21-45-2000		Right front upper w/ 1/2" acrylic doors, 1 shelf	1	PLG	185.00	185.00
21-50-1000		Right front Lower, inside/outside storage	1	PLG	0.00	0.00
21-50-2100	<	Right front Lower, (1) adjustable shelf Shelf to be lined with ribbed rubber mat.	1	PLG	-50.00	-50.00
21-60-1000		Right front cabinet Lower, 1/2" acrylic doors	1	PLG	0.00	0.00
21-80-1010	< >	Pull-out tray, Remove 2" edge, (On Cabinet Floor) right front Lower, Qty (1) For 20"W Compartment D Approximately 80% of the 2" Lip, on the Pull-out Tray will be removed. The portion removed is the long edge facing the Lexan doors. Leave apprx. 1/4" lip after cutting (for strength). Also note; radius the cut when approaching the adjoining corners. After cut file & DA edge for clean appearance. Includes a "catch" to secure tray in its closed position.	1	PLG	600.00	600.00
		RIGHT SIDE BENCH LAYOUT		**PLG**		
22-00-2700	>	"Medic in Mind" Rgt Side Squad Bench upgradeable Layout -(*See photo)	1	PLG	0.00	0.00
22-00-2830	< >	Squad Bench,Rgt side, 2/3 Length -(*See Photo) -no rearward cabinet 2/3 Length Bench, extending from (forward) "Medic in Mind" cabinet to "E" compartment cover. (Eliminates rearward "Medic in Mind cabinet") Approximately 60" long	1	PLG	0.00	0.00
22-20-0100	< >	Backrest, Fixed, Standard Rectangular When Right-side Body Window is selected, backrest will be split horizontally	1	PLG	0.00	0.00
22-24-0650	>	No Armrest -Recessed storage, below	1	PLG	-162.00	-162.00
22-25-4600	< >	Recessed "D" bottles, head of Squad Bench, at stepwell See "D" bottle storage brackets selected in section # 80-43-XXXX	1	PLG	0.00	0.00
22-26-1100		Right side forward cabinet -Medic In Mind, (below counter level storage)	1	PLG	375.00	375.00
22-26-1200	<	Rgt side Forward -ALS Three (3) Drawer Storage Unit, Facing seat -(See photo) All drawers utilize Locking Southco Polished Stainless Steel latches.	1	PLG	893.00	893.00
22-26-4600	< >	Solid Surface counter, Flat, NO Lip, Rt front, Color: Steel Gray Tempest 9194TM Flat style to accommodate equipment	1	PLG	226.00	226.00
22-27-1000	>	Rgt side forward upper 45 degree interior cabinet-(see Photo for Green+ options)	1	PLG	461.00	461.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
22-27-1200		*** No Radio Cutouts Provided in 45* Pod Above Squad Bench	1	PLG	0.00	0.00
22-30-2000		Squad bench lid, Positive hold down device	1	PLG	0.00	0.00
22-35-3100	< >	Trash/Sharps Combo - slide out,head of bench into aisle Sharps Container 8qt. And Rubbermaid Trash NOTE: This option will cause interference on TITAN models with a center mounted cot	1	PLG	683.00	683.00
22-45-1015	< >	Overhead cabinet 13-1/4" OAH-Life Defender lift-up re-stocking doors Includes 1 adjustable shelf Selecting this cabinet will void KKK compliance for 43" headroom above squad bench for vehicles 72" Headroom or less with standard height seating.	1	PLG	425.00	425.00
22-90-S000		** SPECIAL OPTION REQUEST **	1	PLG	0.00	0.00
22-90-S001	U	Mount switch panel as low as possible	1		0.00	0.00
22-90-S002	S <	Drop-in Sharps Rear MIM Counter Color: Steel Gray Tempest Cut out for Sharpster: 10 1/2" X 4 1/4" Location:Rear of counter against wall, in counter	1	PLG	550.00	550.00
		LEFT SIDE MIDDLE (Base Cabinet)		**PLG**		
23-10-1050	< >	Left side attendant seat (CPR Seat)- Double Wide (on certain models)NO left rear counter & NO below counter options available.	1	PLG	575.00	575.00
23-10-3050	>	Backrest, Fixed, Standard Rectangular, Double Wide	1	PLG	0.00	0.00
23-10-4750		Seat cushion, fixed - Double Wide	1	PLG	0.00	0.00
23-10-5200	< >	Cab. above Lft side attn. seat, Life Defender lift-up restock.-Double Wide Overall depth: 8 5/8" Note: Selecting this option will reduce headroom below 43" and is non KKK compliant.	1	PLG	1075.00	1075.00
		LIFE SUPPORT STATION		**PLG**		
23-30-2000		Switch pod, above counter, vinyl covered	1	PLG	0.00	0.00
23-30-2020		Rear Main Switch Panel Located on Right Side	1	PLG	450.00	450.00
23-30-2250		**No Radio Cut-Outs to be provided in LSS**	1	PLG	0.00	0.00
23-31-4000	<	Cab head of sw/pod w/ MedVault(Customer supplied)& hinged acrylic door(No Shelf) The cabinet will be divided into 2-independent sections, one above the other. Top section will support installation of MedVault (Large Capacity - Surface Mount) with WiFi. Rear cabinet wall will have a cutout for WiFi antenna. Bottom section will be a storage cabinet. MedVault to be supplied by Customer/Dealer.	1	PLG	290.00	290.00
23-32-0950	< >	(Reduced Hgt) Upper cabinet, 45 deg, w/Life Defender sliding doors, 1 shelf The Interior Height of this cabinet will approximately be 14-1/2" High Pass thru opening approx. 12".	1	PLG	0.00	0.00

PART NO	S		DESCRIPTION	QTY	ID	EACH	EXTENDED
23-34-1500		>	Solid Surface counter, 1" lip, Left front, Color: Steel Gray Tempest 9194TM	1	PLG	956.00	956.00
23-36-7500		<	ALS Three (3) Drawer Storage Unit, Below L/S/S Counter All drawers utilize Locking Southco Polished Stainless Steel latches.	1	PLG	893.00	893.00
23-39-S000			** SPECIAL OPTION REQUEST **	1	PLG	0.00	0.00
23-39-S001	S	<	(2) Glove Storage on 45* Cabinet Door Storage of (2) glove boxes on inside of door with hand holes cut on door to access gloves. Additional storage will be provided in cabinet with a shelf sized to allow for the gloves stored on the door. A SouthCo Latch will be located at the base of opening, near CPR seat, LSS side. Locate hinge to rear side of vehicle. Design TBD engineering review.	1	PLG	250.00	250.00
23-39-S002	S	<	Drop-in Sharps LSS counter Color: Steel Gray Tempest Cut out for Sharpster: 10 1/2" X 4 1/4" Location: Under the suction Container, in counter	1	PLG	550.00	550.00
23-39-S003	S	<	Auxiliary Switch Panel, LSS There shall be a six (6) switch auxillary panel located under the upper cabinet in the LSS. It shall contain, Suction, Oxygen, Door lock/unlock Dome lights left, dome lights right and exhaust fan. Please leave suction switch in main panel as well. Duplicate	1	PLG	1100.00	1100.00
23-39-S004	S			1	PLG	0.00	0.00
23-39-S005	S	<	Supply and install "Knox Box" med vault 2 w/wifi,head of L/S/S Knox Box med vault will be active with hot power.	1	PLG	2500.00	2500.00
			LEFT REAR STORAGE CABINET		**PLG**		
23-40-1055		<	Left rear full cabinet,upper,45deg w/Life Defender lift-up restocking door Sliding cabinet doors w/lift-up restocking - 45 deg hinged door to be a White Acrylic overlapping door to act as a dry-erase, writing surface. Includes (1) adjustable shelf, installed in the restocking portion of the cabinet and (1) adjustable shelf, installed in the 45 degree portion Includes Austin Life Defender Lift Up Restocking Door.	1	PLG	425.00	425.00
23-42-1010		>	Delete Left Rear Counter (Only valid with certain options, see notes)	1	PLG	0.00	0.00
			RIGHT REAR CABINET		**PLG**		
23-70-0850		<	Right Rear In/out to Compartment "E", Facing Center Aisle In / Out: Dimensions: 8" wide 40 1/2" high - (with 72" & 75" Headroom) Dimensions: 8" wide 36 1/2" high - (with 68" Headroom) With Hinged Acrylic Door	1	PLG	250.00	250.00

PART NO	S		DESCRIPTION	QTY	ID	EACH	EXTENDED
			INTERIOR CABINET DOORS		**PLG**		
24-10-3M00			Cabinet doors, Polycarbonate/Acrylic, TInted	1	PLG	0.00	0.00
24-15-1000		<	Handles, full length, sliding doors	1	PLG	0.00	0.00
			SAE J3058 Compliant				
24-20-1000			Positive closure devices hinged doors	1	PLG	0.00	0.00
24-25-1000			Unistrut, interior cabinet shelves, "Mini"	1	PLG	0.00	0.00
			ENTRANCE DOORS		**PLG**		
24-30-2000			Ent. Door panels, 3 section	1	PLG	0.00	0.00
			ABOVE DOOR HEAD BUMPERS		**PLG**		
24-35-0100			Side Door Head Bumper	1	PLG	0.00	0.00
24-35-0500			Rear Door Head Bumper	1	PLG	0.00	0.00
			GRAB RAILS		**PLG**		
25-10-1000			Grab rail, 72", s/steel, over squad bench	1	PLG	214.00	214.00
25-10-1500			Grab rail, 72", s/steel, over cot	1	PLG	214.00	214.00
25-10-3570		<	Grab rail, "L" Shaped, Facing Stepwell - (For	1	PLG	185.00	185.00
			Medic-In-Mind Cabinet)				
			Grab rail mounted on the "step area" side of the				
			forward custom squad bench cabinet.				
25-10-3600			Grab rail, 18", at rear entrance doors, (2)	1	PLG	197.00	197.00
25-11-1A00			Grab rail, 45 deg, side entrance door, (1)	1	PLG	270.00	270.00
25-12-2000			Grab handle, spring loaded, rear ent door (2)	1	PLG	0.00	0.00
25-49-S000			** SPECIAL OPTION REQUEST **	1	PLG	0.00	0.00
25-49-S001	S	<	12" grab rails	1	PLG	130.00	130.00
			Shipped Loose. Ref: 25-10-V012				
			SEAT BELTS		**PLG**		
25-50-1125		<	Seat belts, squad bench, Qty (2) -(Used w/ MiM	1	PLG	370.00	370.00
			single tower w/o patient restr.)				
			Note: 2-Point Harness is NOT SAEJ3026/KKK				
			Compliant				
25-50-2000			Seat belt, attendant seat, Qty (1)	1	PLG	0.00	0.00
25-50-3005		<	Seat belt, Left Side Attendant, Double Wide, Qty	1	PLG	185.00	185.00
			(1)				
			Note: 2-Point Harness is NOT SAEJ3026/KKK				
			Compliant				
			COT MOUNT and COT MODEL		**PLG**		
26-35-1230		<	Power Load Install PL Supp Floor Plate, w/	1	PLG	2400.00	2400.00
			Circuit, No Mini Rail Plate (SAE)				
			Stryker Power Load Floor Plate				
			All components provided by PL Custom.				
			PL Custom will supply and install a Stryker Power				
			Load Floor Plate.				
			Includes charging circuit for use with Power Load				
			fasteners. Circuit will remain Hot at all times.				
			Does Not include cutout in the floor for the				
			installation of a Mini Rail Plate.				
26-35-1370		<	Install Stryker Floor Plate 7.5" forward from inner	1	PLG	125.00	125.00
			edge of rear sill plate				
			Where applicable, Mini Rail Cutout and Plate will be				
			moved along with the Floor Plate by the same				
			amount.				
26-46-S001	S		Stryker Cot, Power Load-SAE Compliant,	1	PLG	27367.00	27367.00
			Power-Pro XT Model 6506SMRT				
26-46-S002	S		Power Load Fastening System w/Floor Plate, NO	1	PLG	34175.00	34175.00
			Mini Rail (SAE Compliant)				

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
		I.V. HOLDER		**PLG**		
26-50-1M20	< >	Rubber I.V. holder, dual, recessed, Raceway, (ILOS over cot) Location: Forward edge of IV Holder to be between 30-40" from Front Head Bumper.	1	PLG	70.00	70.00
26-50-2120	< >	Rubber I.V. holder, dual, recessed, Raceway, (ILOS over squad bench) Location: Rearward edge of IV Holder to be 30"-40" from Rear Head Bumper.	1	PLG	70.00	70.00
		INTERIOR COLORS		**PLG**		
27-10-1000		Ceiling, white Thermoplastic	1	PLG	0.00	0.00
27-10-1500		Upper Laminate - Fashion Grey D381-60	1	PLG	0.00	0.00
27-10-4200		Lower Laminate - Fashion Grey D381-60	1	PLG	0.00	0.00
		INTERIOR UPHOLSTERY		**PLG**		
27-20-5000		Upholstery, Flat-Seamless	1	PLG	0.00	0.00
27-20-5800		Upholstery Color: Brt. Blue	1	PLG	0.00	0.00
		ATTENDANT SEAT		**PLG**		
27-35-2000		Attendant seat mounted in center position	1	PLG	0.00	0.00
27-36-3200		Blue, Attn Seat, EVS 18703,w/Child Seat,3 Pt. Harness, ABS Back,Swivel, Sewn	1	PLG	1954.00	1954.00
27-37-0120		** Confirm Seat color** - BRIGHT BLUE is the vehicle upholstery color	1	PLG	0.00	0.00
		FLOORING		**PLG**		
27-52-4300		Loncoin II Flecks, (disc) Black Topseal (C150TS)	1	PLG	888.00	888.00
27-55-2000		Flooring rolled up side walls 3"	1	PLG	0.00	0.00
		CAB CONSOLE		**PLG**		
27-72-1100	< >	Type I, Floor Mount, switches, siren/radio-(Includes cup holders) -Dodge (2) Cup holders are included in the lower portion of the console	1	PLG	0.00	0.00
27-75-0180	< >	Cut (3) Holes for Customer/Dealer suppld Radio, in Radio/Siren Console Models and Cutout order (from top to bottom) Specify Radio Model #1_____ Specify Radio Model #2_____ Specify Radio Model #3_____	1	PLG	175.00	175.00
		MISCELLANEOUS INTERIOR		**PLG**		
28-45-1300	< >	Glove box holder for (2) Boxes recessed -over Side ent door Storage for (2) glove boxes over side entrance door with a hinged, lexan door and front facing access holes. NOTE: Width of right front upper cabinet must be decreased by approx. 3" as it will interfere with the glove box storage Fits either: (2) *Large Boxes @ 9-5/8" x 5" x 3-1/8" ea. or (2) *Small Boxes @ 9-1/2" x 4-3/4" x 2-3/4" ea.	1	PLG	300.00	300.00
28-50-1000		Fasten Seat Belt/No Smoking Sign	1	PLG	0.00	0.00
29-90-S000		** SPECIAL OPTION REQUEST **	1	PLG	0.00	0.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
29-90-S001	S	IV Warmer, Smithworks 12Volt, Shipped loose	1	PLG	475.00	475.00
		OXYGEN AND SUCTION		**PLG**		
30-10-1000		Oxygen Outlet, Amico, dual, Life Support Station Switch Pod	1	PLG	0.00	0.00
30-10-2000		Oxy Outlet, Amico, single, right side- In Overhead Cabinet	1	PLG	0.00	0.00
30-10-5040	< >	Recessed Oxygen Port in ceiling raceway, Front-Right side Flow selector control The oxygen port will be located approximately 36" (+/- length of O2 mounting plate) from the front head bumper. This oxygen port will be controlled by the constant flow selector valve and the O2 outlet at the right side. The constant flow selector valve is included in this option . The hose from the valve to port will be routed as inconspicuously as feasible based on cabinet design. The O2 outlet is not included in this option, therefore one must be selected.	1	PLG	694.00	694.00
30-20-1000		Oxygen Solenoid, Amico, w/ manual override & switch	1	PLG	374.00	374.00
30-30-1000		Suction pump, electric, Sscor,Switch in Rear Main Switch Panel	1	PLG	0.00	0.00
30-30-2400		Collection Bottle, SSCOR Disp.w/ canister clip, White Regulator (KKK Compliant)	1	PLG	62.00	62.00
30-30-3000		Vacuum Outlet, Amico, w/diamond adapter, LSS Sw Pod	1	PLG	263.00	263.00
30-40-1000	< >	Oxygen Gauge, tank pressure, 2", (LSS Area) Note: When a "45 degree" upper cabinet is selected, the 2" gauge is located on the 45 degree cabinet fascia. When a "squared off" upper cabinet is selected, the 2" gauge is located in the LSS switch-pod, just beneath the SSCOR regulator.	1	PLG	540.00	540.00
30-50-2200	< >	Oxygen Bottle Holder, Steel, "M" Cyl, Sentramatic For Steel "M" size tank The Bracket is located on the "Aft" wall, when installed in the "A", "C" or "E" compartments.	1	PLG	362.00	362.00
30-60-4000		Regulator, Oxygen, Large Tank, (PLC-9662)	1	PLG	210.00	210.00
30-80-1000		Wrench, Oxygen Cylinder - (wall mounted)	1	PLG	0.00	0.00
30-90-S000		** SPECIAL OPTION REQUEST **	1	PLG	0.00	0.00
30-90-S001	S <	Oxygen Regulator, CGA 540, Adjustable Preset to #55	1	PLG	500.00	500.00
		ELECTRICAL		**PLG**		
40-00-0500	<	Electrical System Warranty The Electrical System shall be warranted for the life of the unit, as long as the original purchaser shall own it.	1	PLG	0.00	0.00
40-00-1200		Electrical 12 VDC, Classic-Series	1	PLG	0.00	0.00
40-00-1900		Electrical 12 VDC Specifications	1	PLG	0.00	0.00
		CAB ELECTRICAL		**PLG**		
41-10-1200		Alternator, DUAL 220 Amp OEM Dodge (Cummins Diesel)	1	PLG	0.00	0.00
41-20-0850		Batteries, Dual Dodge OEM, 1460CCA -(under hood) (Cummins Diesel)	1	PLG	0.00	0.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
41-30-3750		Module Activation, Ignition Switch	1	PLG	0.00	0.00
41-50-1000		Cab Under hood & Fender Electrical Connectors - Deutsch Type	1	PLG	0.00	0.00
		SWITCH PANEL		**PLG**		
42-10-1000		Voltmeter, Digital 8 to 18 volt, lighted	1	PLG	0.00	0.00
42-10-2400		Low Voltage Alarm & Indicator	1	PLG	0.00	0.00
42-15-2500	>	Rocker Switches, Carling Contura V	1	PLG	0.00	0.00
42-20-0500		Battery On indicator light	1	PLG	0.00	0.00
42-20-1000		Warning Indicator, Door open, Red	1	PLG	0.00	0.00
42-20-2000		Warning Indicator, Compt open, Amber	1	PLG	0.00	0.00
42-20-3000		Warning Indicator, Audible alarm, Door/Compt	1	PLG	0.00	0.00
42-20-4200		Warning Ind/Audible, Parking Brake, Dual-Mode Alarm	1	PLG	0.00	0.00
42-21-0900		** Gooseneck Light Not Included with Vehicle **	1	PLG	0.00	0.00
42-25-6270	<	High Idle Activation, Dodge Chassis Activated by front console switch, requires park brake to be applied	1	PLG	0.00	0.00
42-30-1000		Back-up alarm, w/resetting cancel switch	1	PLG	0.00	0.00
42-35-2570	<	(1) Work Light, Whelen 3" LED, Red, Overhead Cab, Above Driver Light located above Driver in Cab The switch for this light will be located in the front console.	1	PLG	447.00	447.00
42-35-2572	<	(1) Work Light, Whelen 3" LED, Red, Overhead Cab, Above Passenger Light located above Passenger in Cab The switch for this light will be located in the front console.	1	PLG	447.00	447.00
42-45-2200	< >	Load Manager/Sequencer, PL Custom/Kussmaul (full time) RESPONSE AND SCENE AMPS CANNOT EXCEED 230 AMP FULL TIME Load Management of Emergency Lights	1	PLG	0.00	0.00
42-65-1300		Pwr Lock Switch, Entrance, OEM Door switch- (if applicable)	1	PLG	0.00	0.00
42-65-1500	< >	Remote Keyless Entry w/Chassis Power Door Lock Control OEM door switches control cab & body doors.	1	PLG	0.00	0.00
42-65-2020		Power Door Lock Switch, Rear Entrance Doors	1	PLG	150.00	150.00
42-65-2200	< >	Pwr Door Lock Concealed Override Switch, Grille-(KKK) Located in front grille area. This switch location is KKK compliant	1	PLG	0.00	0.00
42-78-S000		** SPECIAL OPTION REQUEST **	1	PLG	0.00	0.00
42-78-S001	S	Backup Alarm, With Resetting Cancel Switch, Preco 1059 ILOS	1	PLG	125.00	125.00
42-78-S002	S <	Power Door Lock Switch, LSS switch panel, additional There shall be an additional compartment door power door lock switch located in the LSS switch panel	1	PLG	0.00	0.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
		EMERGENCY WARNING EQUIPMENT		**PLG**		
		TRAFFIC PRE-EMPTION SYSTEM		**PLG**		
		INSTALLATION				
43-01-1510	<	Tomar Traffic Emitter, Recessed Mounted	1	PLG	1700.00	1700.00
		Provide circuitry and install Tomar 3065R Emitter utilizing 7 x 3 recessed housing				
		Location: Front of body				
		The Tomar Emitter is to be tied into the sequencer and NOT the load manager. It will have its own switch in the front console and is to deactivate when not in a drive gear.				
43-02-S000		** SPECIAL OPTION REQUEST **	1	PLG	0.00	0.00
43-02-S001	S	Tomar Traffic Emitter, Recessed Mounted	1	PLG	0.00	0.00
		Location:F4 Lower				
		SIREN		**PLG**		
43-20-5000		Siren-Horn Switch	1	PLG	0.00	0.00
43-2U-5200		Mount PA Microphone on right side of console	1	PLG	0.00	0.00
43-2U-S001		Siren Other (SOPR)	1	PLG	0.00	0.00
		SIREN SPEAKERS		**PLG**		
43-31-4680		Thru Bumper Speakers, CPI SAD/P 3800 Series, (2) Dodge D4500	1	PLG	0.00	0.00
43-32-0100	< >	Howler -Low Freq Speaker System -(For Whelen 295 Sirens)	1	PLG	1802.00	1802.00
		Certain vehicle models may utilize single or dual speaker systems				
		Unless otherwise specified, Howler is activated with white Contura V momentary switch in front switch panel labeled "howler".				
43-40-0500		-No front Lightbar required-	1	PLG	0.00	0.00
43-50-1000		-No rear Lightbar required-	1	PLG	0.00	0.00
	>	**CAB MOUNTED LIGHTS**		**PLG**		
43-68-G200	>	Whelen Independent CAB Flashing Lights, CLEAR Lens package	1	PLG	0.00	0.00
43-71-1400		(2) Upper Whelen TION LED Grille Light-(2)Red, CLEAR LENS, Chrome Flange	1	PLG	513.00	513.00
43-71-4500		(2) Whelen TION LED Fender Light, Red, CLEAR LENS, Chrome Flange	1	PLG	513.00	513.00
		BODY LIGHTING -<(Full Catalog PDF here):		**PLG**		
		FRONT BODY VEHICLE LIGHTS		**PLG**		
		-(Non-Emergency)				
43-A1-0700		(2) 600-Whelen, Directionals -LED,Amb/Arrow, Front -(Loc:F1C&F7C)-Clear	1	PLG	442.00	442.00
43-A2-0050		* FRONT BODY LIGHTING -w/NO LIGHTBAR (PDF>)	1	PLG	0.00	0.00
43-A2-0250	<	** (7) Front Upper Lights & Directionals	1	PLG	100.00	100.00
		The (4) lights, outboard of the Center light position, shall operate from (1) console switch.				
43-A4-2300		*** Whelen Independent Front & Side Body Flashing Lights, CLEAR Lens package	1	PLG	0.00	0.00
43-A5-0030	< >	Independent - Flash - No Vehicle Flasher	1	PLG	275.00	275.00
		All lightheads are flashed randomly using internal flashing program, without light to light synchronization.				

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
43-A5-0060	<	Program Flashing Lights to "Action Scan" Whelen flash pattern Lighthead will scroll through all available patterns and repeat	1	PLG	100.00	100.00
	>	**FRONT BODY WARNING LIGHTS**		**PLG**		
43-B0-0100		9x7, 900 Sup-LED, Red, Front - (Loc: F1)	1	PLG	328.00	328.00
43-B0-0900		9x7, 900 Sup-LED, Red, Front - (Loc: F2)	1	PLG	328.00	328.00
43-B0-1250		9x7, 900 Sup-LED, Red, Front - (Loc: F3)	1	PLG	328.00	328.00
43-B0-2600		9x7, 900 Sup-LED, Red, Front - (Loc: F5)	1	PLG	328.00	328.00
43-B0-2850		9x7, 900 Sup-LED, Red, Front - (Loc: F6)	1	PLG	328.00	328.00
43-B0-3200		9x7, 900 Sup-LED, Red, Front - (Loc: F7)	1	PLG	328.00	328.00
43-B7-0060	S	7x3, 700 Sup-LED, Red, Front -(Loc: F4 Upper)	1	PLG	239.00	239.00
		Whelen Primary Side Light package (PDF>		**PLG**		
43-F0-0100		9x7, 900 Sup-LED, Red, Left Side - (Loc: LS1)	1	PLG	328.00	328.00
43-F0-1100		9x7, 900 Sup-LED, Red, Left Side - (Loc: LS4)	1	PLG	328.00	328.00
43-F4-0100		9x7, 900 Sup-LED, Red, Right Side - (Loc: RS1)	1	PLG	328.00	328.00
43-F4-1100		9x7, 900 Sup-LED, Red, Right Side - (Loc: RS4)	1	PLG	328.00	328.00
		REAR BODY WARNING (Flashing) LIGHTS		**PLG**		
43-H1-0100		**Whelen Independent, Rear Body Flashing Lights - CLEAR Lens	1	PLG	0.00	0.00
		REAR LIGHT LAYOUT -(No Lightbar or Traffic Advisor) (PDF>)		**PLG**		
43-H5-0120		(3) Rear Upper Lights & (2) Window Level Lights	1	PLG	0.00	0.00
43-S0-0320		9x7, 900 Sup-LED, Blue, Rear - (Loc: R1)	1	PLG	328.00	328.00
43-S0-0850		9x7 Sup-LED, Amber, Rear - (Loc: R4)	1	PLG	328.00	328.00
43-S0-1850		9x7 Sup-LED, Red, Rear - (Loc: R7)	1	PLG	328.00	328.00
		Rear Lights at Window Level		**PLG**		
43-S0-2350		9x7 Sup-LED, Red, Rear - (Loc: R10B)	1	PLG	328.00	328.00
43-S0-3100		9x7 Sup-LED, Red, Rear - (Loc: R11B)	1	PLG	328.00	328.00
		SECONDARY (miscellaneous) BODY MOUNTED WARNING LIGHTS		**PLG**		
43-T5-1930		M7 -Whelen, Red, Super LED, w/Flange, (2) Over Rear Wheel, CLEAR LENS	1	PLG	708.00	708.00
		FLASHING LIGHTS; OTHER		**PLG**		
43-T6-1520	< >	Safety Lts, (6),3 Per Door- OS Series LED, Amber, Rear Ent Doors, Full time acti Lights are active anytime power is on and doors are open	1	PLG	350.00	350.00
43-T6-1530	< >	Safety Lts, (3)- OS Series LED, Amber, Side Ent Door, Full time activation Lights are active anytime power is on and doors are open	1	PLG	250.00	250.00
		REAR NON-EMERGENCY LIGHTS		**PLG**		
44-10-1500	< >	Stop/Tail and Turn Signal-Light heads with clear lenses Exterior vehicle Rear Stop/Tail &Turn light heads will have Clear Lenses.	1	PLG	0.00	0.00
44-10-2510		Stop/Tail, (2) Whelen 600 Series LED -(clear Lens) w/Flange	1	PLG	0.00	0.00
44-15-1M25		Back-up, (2) Whelen 600 LED, w/Flange, Min. Intensity	1	PLG	0.00	0.00
44-25-1850		Directional, (2) Whelen 600 LED -(clear Lens) Amber Arrow	1	PLG	0.00	0.00
		AUXILIARY NON-EMERGENCY LIGHTS		**PLG**		

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
44-30-1000	>	HD Mini Oval Marker/Clearance Lts, LED Front, Rear, (2) Sides	1	PLG	0.00	0.00
44-30-3000	>	Lower Side Marker, Flash w/Directionals, (2) ea side	1	PLG	180.00	180.00
44-30-5500		Running Board Illum Lights, (2) , Heavy Duty LED 4" Recessed	1	PLG	370.00	370.00
44-35-1060	< >	Rear Red Flasher/Brake Light Priority -(for Rear window level lights)	1	PLG	250.00	250.00
		For use with Rear Window Level Lights				
		FLOOD LIGHTS		**PLG**		
44-50-1040		(2) Whelen 9x7, 24-LED Opti -Scene Flood, Left side-(Loc:LS2, LS3)	1	PLG	1095.00	1095.00
44-50-1140		(2) Whelen 9x7, 24-LED Opti -Scene Flood, Right side-(Loc:RS2, RS3)	1	PLG	1095.00	1095.00
44-50-2060		(2) Whelen 9x7, 24-LED Opti -Scene Flood, Rear, (Loc; R12, R13)	1	PLG	1095.00	1095.00
44-50-9000		Scene Light Loc. RS2 Above Compt. "D"	1	PLG	100.00	100.00
44-60-1000		Right Side Scene Lights on with Side Door & Switch in Console	1	PLG	0.00	0.00
44-60-2000		Left Side Scene Lights w/On-Off Switch Console	1	PLG	0.00	0.00
44-60-3000		Rear Scene Lights on w/Rear Door Open/Reverse	1	PLG	0.00	0.00
44-60-4000	<	Rear Scene Lights, On-Off Switch in Console Rear floods switch shall also activate reverse lights.	1	PLG	0.00	0.00
44-60-5000		Right Side Scene Light Cancel Switch	1	PLG	0.00	0.00
44-60-6000		Rear Door Scene Light Cancel Switch	1	PLG	0.00	0.00
44-60-7000		Left/Right & Rear Flood Lights, On In Reverse	1	PLG	0.00	0.00
		CLIMATE CONTROL		**PLG**		
45-10-1000		Ventilation, Flow-Thru, (2) Speed, Cast Products Rear Cowl	1	PLG	0.00	0.00
45-30-1U00		Ducted Heater/Air Cond, Digital Thermostat -Dodge	1	PLG	0.00	0.00
45-35-1100		Auxiliary Coolant Pump Climate Control System	1	PLG	0.00	0.00
		CEILING CONFIGURATION		**PLG**		
45-99-0400		Ceiling Configuration for (10) Dome Lights & 2 Speakers	1	PLG	0.00	0.00
		INTERIOR LIGHTS		**PLG**		
46-10-1Y30		(10) Dome Lights, Whelen (Six Diode)-LED, Hi-Lo (#80C0EJCR)	1	PLG	818.00	818.00
46-10-2000		Dome Lights Switched to LOW Mode w/Door Open	1	PLG	0.00	0.00
		EXTERIOR COMPARTMENT LIGHTS		**PLG**		
46-20-1075	<	Lghts, Ext. Compartments, TecNiq LED E44 Strip Lights	1	PLG	1475.00	1475.00
		(Vertical Linear Lights)				
46-20-1350		Oxygen Compartment Light Switch, Located in Rear Main Switch Panel	1	PLG	0.00	0.00
		AUXILIARY INTERIOR LIGHTING		**PLG**		
46-20-2500		Whelen LED Strip-Lite,High Intensity - (LSS Area)	1	PLG	130.00	130.00
46-20-2550		Panel Light (Life Support Station) Switch, Located in Rear Main Switch Panel	1	PLG	0.00	0.00
46-25-1000	S < >	Interior Cabinet Lights, TecNiq E44LED Strip Lights	4	PLG	165.00	660.00
		Quantity 4				
		Location:				
		Left Front upper				
		Left Rear Upper				

PART NO	S		DESCRIPTION	QTY	ID	EACH	EXTENDED
			Right Front Upper Cabinet over Squad Bench				
46-30-1100			Stepwell Light, LED, Located at Side Entrance Door	1	PLG	0.00	0.00
46-40-3M00		<	Windup "checkout" Timer, Side Door , Shoreline only 60 minute windup timer at side door, active with shoreline only	1	PLG	0.00	0.00
46-40-5000			Dome Lights on "Checkout " Timer Circuit	1	PLG	0.00	0.00
46-50-1000			Dome Light Switch, (1) Left, (1) Right	1	PLG	0.00	0.00
46-50-5500		< >	3-way Dome/Rect. Light Master Switch (Front switch panel/Rear main switch panel) 3-way master at Cab Console and Rear Main Switch Panel for ceiling mounted lights. Note: This option is not compatible with 6-Gang aux switch panel options.	1	PLG	250.00	250.00
			MEDICAL OUTLETS		**PLG**		
47-20-1000			12 volt Medical Outlet, Power Point, Loc: LSS Wall	1	PLG	0.00	0.00
47-20-2000			12 volt Medical Outlet, Power Point, Loc: Right Front In/out	1	PLG	0.00	0.00
47-20-2300			12 volt Medical Outlet, Power Point, Loc: Right Front Upper	1	PLG	100.00	100.00
47-20-2500		< >	12 volt Medical Outlet, Power Point, Loc: Left Rear Outlet mounted 14" above the rear counter	1	PLG	0.00	0.00
47-20-3000	S	< >	12 volt Medical Outlet, Power Point, Interior Wall or Cabinet Location: Qty: 1 Location: (1) Above Forward MIM, head of squad bench, on the wall	1	PLG	100.00	100.00
47-50-1P20	S	< >	USB Dual Port 4.8 amp Kussmaul 091-219-5, installed in Cab Switch Panel For USB charging, Hot with body power or shoreline Will occupy one switch space.	2	PLG	150.00	300.00
47-50-1P40		< >	USB Dual Port 4.8 amp,Kussmaul 091-219-5, Mnt'd in single gang lighted sw plate For USB charging, Hot with body power or shoreline	2	PLG	200.00	400.00
			ANTENNA/COMMUNICATION RADIO		**PLG**		
47-60-0310	S	<	(3) Antenna Leads w/ Base and Cap Installed - Body Roof 1. Install above the Right Side Forward Interior Dome light and route to the Front console. 2. Install above the Left Rear Interior Dome Light and route to the HVAC area, 3. Install above the right rear interior dome light and route to the Right Side Upper Cabinet, Interior Body Factory will drill a hole, mount base and cap at	1	PLG	100.00	100.00

PART NO	S		DESCRIPTION	QTY	ID	EACH	EXTENDED
			antenna location(s) specified above. Antenna bases are installed with nominal height adjustment. Persons installing antenna whip may be required to perform final adjustment.				
47-60-6010	S	<	End Connectors, Mini UHF, installed on antenna leads Qty: 3 , Location: All antenna Leads	3	PLG	15.00	45.00
47-60-6040	S	< >	Antenna, VHF, 1/4 wave 152-162 MHZ Provide and install antenna on base. . Qty: 2, Location: Right Front & Right Rear ANtenna Bases	2	PLG	100.00	200.00
47-60-6200		< >	Radio Power Lead, Rear Main Switch Panel Includes: (1) Red 10 gauge marked radio 12 volt Hot, 30 amp, (1) Black 10 gauge marked radio ground, (1) Orange 12 gauge marked 12 volt switched, 20 amp.	1	PLG	0.00	0.00
47-60-6500		< >	Radio Power Lead 30 Amp, 10 ga. Cab Console Includes: (1) 12 volt Hot wire with 30 amp circuit protection, (1) 12 volt switched wire with 20 amp circuit protection.	1	PLG	0.00	0.00
47-60-6505	S	< >	Radio Power Leads 30 Amp, 10 gauge Includes: (1) 12 volt Hot wire with 30 Amp protection, (1) 12 volt switched wire with 30 Amp circuit protection. Qty: 1 , Location: Life Support station	1	PLG	150.00	150.00
47-60-7000		< >	Radio Power Lead w/40 Amp Fuse, 8 ga. Behind driver seat Includes: (1) 12 volt Hot wire w/fuse holder & 40 amp fuse, (1) 12 volt switched wire w/fuse holder and 40 amp fuse.	1	PLG	0.00	0.00
47-60-7005	S	< >	Radio Power Leads w/40 Amp Fuse, 8 gauge Includes: (1) 12 volt Hot wire w/fuse holder & 40 amp fuse, (1) 12 volt switched wire w/fuse holder and 40 amp fuse. Qty: 1, Location: In the HVAC Area, above the Electrical Cabinet	1	PLG	170.00	170.00
47-60-S000			** SPECIAL OPTION REQUEST **	1	PLG	0.00	0.00
47-60-S001	S	<	Antenna, 450 Mhz, UHF Right Rear	1	PLG	150.00	150.00
			MISCELLANEOUS 12 VOLT ELECTRICAL		**PLG**		
48-15-1610		<	Back-Up 2-Camera System ASA Voyager w/7" Rear View Mirror Replacement Monitor ASA Voyager System	1	PLG	1815.00	1815.00

PART NO	S		DESCRIPTION	QTY	ID	EACH	EXTENDED
			Interior camera to be located on the front head bumper.				
48-20-2000		>	Speakers, Stereo Volume Control Rear Sw Panel	1	PLG	0.00	0.00
48-50-3155	S	<	Intellitec, clock mounted in Custom Location Specify Location: On the "E" Compartment Wrapper	1	PLG	420.00	420.00
48-60-3700			Liquid Spring Control Left Rear Door Open w/ Override switch	1	PLG	500.00	500.00
48-80-5000		< >	12 Volt Hot power lead, Utility, behind drivers seat The vehicle shall be pre-wired with a 12 volt HOT power lead terminating behind the driver's seat. The wiring shall be 12AWG, and include a power and ground conductor encased loom. The ends shall be capped, and the circuit labeled. Location: Behind the driver's seat with 6ft lead. 20 amp Max capacity	1	PLG	250.00	250.00
48-80-5010		< >	12 Volt Hot power lead, Utility, behind passenger seat The vehicle shall be pre-wired with a 12 volt HOT power lead terminating behind the passenger's seat. The wiring shall be 12AWG, and include a power and ground conductor encased loom. The ends shall be capped, and the circuit labeled. Location: Behind the passenger's seat with 6ft lead. 20 amp Max capacity	1	PLG	250.00	250.00
48-80-5050		<	Power lead, dedicated for Knox Box or Medvault fused at 5 amps, hot at all times PL will provide a dedicated wire fused at 5 amps, wired to Knox Box/ Medvault Location. Wire will be Hot at all times.	1	PLG	250.00	250.00
48-80-5070		< >	12 Volt Hot power lead, Utility, exterior compartment "C" The vehicle shall be pre-wired with a 12 volt HOT power lead terminating in the exterior compartment "C". The wiring shall be 12AWG, and include a power and ground conductor encased loom. The ends shall be capped, and the circuit labeled. Location: Upper Rear Right Corner of compartment with 6ft lead exposed in the compartment. 20 amp Max capacity	1	PLG	250.00	250.00
48-90-S000			** SPECIAL OPTION REQUEST **	1	PLG	0.00	0.00
48-90-S001	S		PREWIRE for hand light	1	PLG	175.00	175.00
48-90-S002	S		Supply and Install Knox KeySecure 2650	1	PLG	1500.00	1500.00
48-90-S003	S	<	Portable radio chargers in cab Location: TBD	1	PLG	0.00	0.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
		ELECTRICAL 115 VOLT AC		**PLG**		
51-20-5010		Shoreline, Super Auto-Eject 20 amp, Left Side, Above Compt. "B", YELLOW	1	PLG	385.00	385.00
51-30-1500	<	Shoreline/ Battery Charging Dual Indicator Lights Shoreline - Amber Indicator Battery Charger - Green Indicator	1	PLG	0.00	0.00
51-32-2000		Power Distr Box, 115v, w/20 amp Circuit Bkr	1	PLG	0.00	0.00
52-10-1000		Hospital Grade Lighted GFCI Outlet, Location: L/S/S Wall	1	PLG	0.00	0.00
52-10-2000	< >	Hospital Grade Lighted Outlet, Location: Left Rear Outlet mounted 14" above the rear counter	1	PLG	0.00	0.00
52-10-3000		Hospital Grade Lighted Outlet, Location: Right Front In/out	1	PLG	0.00	0.00
52-10-3200		Hospital Grade Lighted Outlet, Location: Right Front Upper	1	PLG	120.00	120.00
52-10-5000	S <	Hospital Grade Lighted Outlet, Interior Wall or Cabinet Location: Qty: 2 Location: (1) Above Forward MIM, head of squad bench, on the wall. (1) Rear of Squad Bench, on wall 12" up from squad bench laminate lid between backrest and rear wall	2	PLG	120.00	240.00
		BATTERY CHARGER / INVERTER CHARGEI		**PLG**		
	>	**INVERTER**		**PLG**		
55-10-1225	< >	Inverter/ Charger,Vanner LSC12-1100 Pure Sine Inverter/ 55A Battery Charger Deletes standard battery charger Deletes GFCI receptacle at LSS (GFCI is integral to inverter) Includes activation switch in rear switch panel (Standard Electric)) or Button on rear Vista Screen (VMUX Electric)	1	PLG	1938.00	1938.00
		PAINT LUSTRE		**PLG**		
60-00-0005		Ten Year Paint Warranty (Paint Lustre)	1	PLG	0.00	0.00
60-00-0007		Paint Adhesion Testing	1	PLG	0.00	0.00
		BODY AND CAB PRIMARY PAINT		**PLG**		
60-10-0220		*Body and CabTwo Color (entire vehicle two tone)	1	PLG	0.00	0.00
60-10-1995	< >	Paint Rear Body Primary Color Only (for Chevron Application) Note: With "Chevron" striping selected, the rear of the vehicle will be painted, the solid single, primary color. -(for Chevron application)-	1	PLG	0.00	0.00
60-10-2020		Paint Lower Modular Body	1	PLG	2800.00	2800.00
60-10-2245	<	Lower Body Paint Color Red Provide Paint Code_____	1	PLG	500.00	500.00
60-10-6030	<	**Paint Upper Modular Body , Color Other Than Unit Standard White, Provide Paint Code_____	1	PLG	1000.00	1000.00
60-11-0100	<	Upper Body Paint Color Black Provide Paint Code_____	1	PLG	0.00	0.00

PART NO	S		DESCRIPTION	QTY	ID	EACH	EXTENDED
60-12-3510	S	< >	Straight Paint Break, Custom Location	1	PLG	800.00	800.00
			Paint break location:				
			Cab: At window level				
			Body: At the bottom of the coves.				
60-15-141B		< >	Re-Paint Cab, Two New Colors, w/ Door Jambs	1	PLG	9565.00	9565.00
			Classic (2 door)				
			Specify colors and paint numbers				
60-15-1508			Cab Paint Colors Same as Body	1	PLG	0.00	0.00
			ADDITIONAL VEHICLE PAINT, SECONDAR'		**PLG**		
61-05-0008			No Additional Paint Required	1	PLG	0.00	0.00
61-80-2210			Polycoated Compt & Entr Door Sills, Compt	1	PLG	0.00	0.00
			Floors, Area Behind Rub Rails (*Note*)				
		>	**LETTERING**		**PLG**		
65-15-2000	S	<	Imitation Gold Leaf Lettering	1	PLG	5800.00	5800.00
			Sheet G008115-1027				
			REFLECTIVE VINYL BELTLINE STRIPING		**PLG**		
65-39-0300			6" Vinyl Beltline Stripe	1	PLG	985.00	985.00
65-40-1030			Vinyl Main Stripe Color, Black -(reflective)	1	PLG	0.00	0.00
65-40-2040			Vinyl Beltline Stripe to have Kick Up from Cab to	1	PLG	200.00	200.00
			Body				
65-40-3200	S	< >	Vinyl Beltline Location Other	1	PLG	0.00	0.00
			Location: Lower cab doors in the area of DEF fill.				
			See 16-3517				
			REFLECTIVE VINYL STRIPING MISC.		**PLG**		
65-50-0050	S	< >	Reflective Tape Stripe 1/2"	1	PLG	260.00	260.00
			Location:(1) Paint Break on the cab				
			(1) above beltline stripe no reveal				
			(1) below beltline stripe no reveal				
65-50-4030	S	< >	Reflective (Color) Tape Stripe 3/4" Outline, on	1	PLG	100.00	100.00
			interior of Entrance Doors				
			Reflective 3/4" Outline				
			COLOR: Red				
65-50-4080	S	< >	Reflective (Color) Tape Stripe, 3/4" Outline, on	1	PLG	285.00	285.00
			interior of Compartment Doors				
			3/4" outline on the interior pan of all compartment				
			doors				
			COLOR: Red				
			REFLECTIVE CHEVRONS		**PLG**		
65-65-0320		< >	Reflexite 6" Chevron Rear Body +Upper CTR	1	PLG	1585.00	1585.00
			panel, no doors. Red & Fluor Lime				
			The two colors are V-98 for red and fluor green.				
			Note: **does not include any curved surfaces,				
			such as the coves, or door trim				
			GRAPHICS		**PLG**		
65-88-4000			Star of Life Decal 32" on Roof	1	PLG	181.00	181.00
65-90-1000			Frosted, Star of Life, (2) 12" Rear Windows	1	PLG	150.00	150.00
			TECHNICAL RADIO INSTALLATION		**PLG**		
70-10-0550	S	<	Technical Radio Installation- Provided by Dealer	1	PLG	500.00	500.00
			Radio installation to be provided by dealer, at the				

PART NO	S		DESCRIPTION	QTY	ID	EACH	EXTENDED
			dealers facility. Unless stated otherwise all radios, accessories and related wiring will be supplied by the end user				
			AUXILLARY RADIO EQUIPMENT INSTALL AND MOUNTING		**PLG**		
70-35-2000	S	< >	Run Customer or Dealer Supplied Cables (See Notes)	1	PLG	200.00	200.00
			Qty: 2 (If the radio is a dual head radio)				
			(1) From: HVAC to the Front console				
			(1) From the HVAC to the right side upper 45 Degree Cabinet,				
73-90-S000			** SPECIAL OPTION REQUEST **	1	PLG	0.00	0.00
73-90-S001	S		PL to provide and install 32GA 6 cond flat wire (phone cord) as requested	1	PLG	125.00	125.00
			CHASSIS EQUIPMENT		**PLG**		
75-10-1U00			Stainless Steel Wheel Inserts, Dodge 4500/5500	1	PLG	0.00	0.00
75-30-1300			Liquid Spring Suspension System (D5500)	1	PLG	12275.00	12275.00
75-60-1000			Mud Flaps, Rear, Light Duty Chassis	1	PLG	200.00	200.00
75-95-2520			Front End-Caster Camber Align	1	PLG	0.00	0.00
			EQUIPMENT		**PLG**		
80-42-4010	U	<	Technimount Bracket Pro Serie 35-HD Mtg Sys	1		1546.00	1546.00
			P/N 210-00-PC15-HD Counter NO Lip				
			Location: Forward Medic In Mind Counter				
			Dealer Supplied & Installed				
80-43-7000		<	Bottle Bracket, Dual, Cast Products Duramount	1	PLG	664.00	664.00
			Model OA1205 (D Bottle)				
			Model QA1205-DUAL-D-1				
			Qty (1)				
80-50-1000			Prep, Clean & Detail Vehicle for Delivery	1	PLG	0.00	0.00
			CHASSIS		**PLG**		
95-10-010A		<	** Chassis Model Year is not currently available to order	1	PLG	0.00	0.00
			Estimated pricing only				
			Pricing and specs subject to change when model year opens				
95-13-230R		<	2023 DODGE D5500, 4x4, 108" CA(PKG: 2YG)	1	PLG	78620.00	78620.00
			DODGE D5500, 4x4, 108" CA (DP0L65) 2YG				
			Wheelbase 192.5" - 108" CA Dual Rear				
			G.V.W. 19,500 lbs.				
			7,000 lb. Front Axle (Mono Beam)				
			13,500 lb. Rear Axle				
			Cummins 6.7L I-6 OHV direct diesel injection 24 valve intercooled turbo diesel engine. (ETK)				
			Engine Block Heater				
			Engine Oil Cooler				
			Heavy Duty 6 Speed Automatic Aisin AS68RC				
			Automatic Transmission with overdrive (DF2)				
			Transmission Oil Cooler				
			Diesel Exhaust Brake NEN				
			Stainless Steel Exhaust				
			Rear axle 4.44 with Limited Slip differential				

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
		Auto locking hubs				
		Electronic Shift on the Fly Transfer Case (DK3)				
		Transfer Case Skid Plate Shield (XEF)				
		Fuel Capacity: 52-gallon single tank (aft axle)				
		Emergency/Fire/Rescue Special Emissions Package (AH6)				
		Special Emissions- Emergency Vehicle (XKZ)				
		Rear A/C Heater Prep Group (HBC)				
		Dual Alternators rated at 440 Amps (XF7)				
		Voltage Monitoring Auto Ide Up System (XF6)				
		Manual DPF Regeneration (XNR)				
		1460 amp (total) dual Batteries (Diesel)				
		Cold Weather Group (ADE)				
		Engine block heater				
		Winter Front Grille Cover				
		Safety				
		Dual air Bags, passenger side front-impact cancellable air bag.				
		Front height adjustable seatbelts with front pre-tensioners				
		4-wheel Antilock braking system				
		Steering & Suspension:				
		Hydraulic power-assist re-circulating ball steering				
		Power Brakes- Four Wheel Disc				
		Non-independent front suspension				
		Front leading link suspension				
		Front anti-roll bar				
		Front coil springs				
		HD front shocks				
		Rigid Rear Axle				
		Rear leaf suspension				
		HD Rear anti-roll bar				
		HD rear leaf springs				
		HD Rear Shocks				
		Tires/Wheels:				
		225/70R19.5 BSW (6 all season)				
		Continental Brand				
		Front and Rear Wheels 19.5 x 6.00” (steel)				
		Full Size Spare Tire & wheel (TBB)				
		Comfort and Convenience				
		Air Conditioning				
		Cruise Control with steering wheel controls				
		Analog instrumentation display includes; tachometer, oil pressure gauge, engine temperature gauge, voltmeter gauge, oil temperature gauge, transmission fluid temperature gauge, engine hour meter, compass, exterior temperature, tip computer, trip odometer				
		Warning Indicators include: engine temperature,				

PART NO	S		DESCRIPTION	QTY	ID	EACH	EXTENDED
			low oil level, low coolant, lights on, low fuel, low washer fluid, door ajar, transmission fluid temp.				
			Intermittent front windshield wipers				
			SLT CAB TRIM (2YG)				
			Bright Front Bumper with front tow hooks				
			Chrome Grille				
			Cloth 40/20/40 Bench Seat (*V9/X8)				
			(Can order VINYL Seats)				
			Black Vinyl Floor Covering (CKW)				
			(Can order front carpet floor covering)				
			Front Floor Mats				
			Full cloth headliner				
			Color Keyed Instrument Panel Bezel				
			Overhead console				
			Power Black Manual Fold Trailer Tow Mirrors				
			Exterior Mirrors Courtesy Lamps				
			Exterior Mirrors with Heating Element				
			Power Door Locks				
			Power windows				
			Premium Vinyl Door trim w/map pocket				
			Remote Keyless entry				
			Temperature & Compass Gauge				
			Traveler/Mini trip Computer				
			Radio AM/FM/BT 5.0-inch touch screen display (UAA)				
			Low Beam Daytime Running Headlamps (LM1)				
			Halogen Quad/ Automatic Headlamps				
			Tire Pressure Information System (XBT)				
			Tire Fill Alert (LAW)				
			Chrome Tubular Side Steps (Running Boards) (MRT)				
			Color Scheme:				
			Exterior Color: Bright White Clear coat (PW7)				
			Interior Color: Dark Slate/Medium Graystone (X8)				
96-32-1600			Fuel "Full Tank" -Dodge	1	PLG	364.00	364.00
96-90-S002	U	<	Delivery Requirements	1		835.00	835.00
			State of Maine;				
			Application for Title				
			Commercial Vehicle Inspection				
			Bill of Sale				
			Temporary Registration				
			Temporary Registration Plate				
			Full tank of Gasoline				
96-90-S003	U	<	Optional Prepayment of chassis discount	1		-1000.00	-1000.00
			With the signing of a Purchase & Sale Agreement, and a Prepayment of the chassis a $1,000 Discount shall be applied to the final invoice.				
96-90-S004	U	<	Consider Trade In Vehicle	1		0.00	0.00
			To accept a trade in vehicle, the vehicle must be in service, Licensed by the State office of EMS or Bureau of Safety on the day of the trade and have a current Commercial Vehicle Inspection within the				

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
		last six months. The Tires on the vehicle must have at least 3/16" of thickness, equally across the treads. The cab must be free of perforation corrosion. There shall be no "Check Engine" Lights and be free of any Engine Codes. All Emergency lights and siren must be fully operational, including siren speaker(s). The Ambulance Air Conditioning and Heating System shall be operational both Cab and Body. The odometer mileage must be of the original mileage and not altered without proper documentation. The mileage shall be projected to estimate what the mileage will be on the Delivery day of the new vehicle. All hardware that was installed with the vehicle on delivery of the trade in vehicle shall be installed in the vehicle, such as Floor Hardware for the Stretcher, Large Oxygen Tank Regulator, Suction Device Connections with tubing. Sugarloaf Ambulance / Rescue Vehicles will establish an appraised value of the vehicle in the proposal stage of the new vehicle. The vehicle must meet the conditions stated above on delivery of the new vehicle.				
96-90-S005	S <	Contingency Fund The Contingency fund is to cover cost increase over the next two years, until the vehicle is delivered. If the full amount is not needed when the proposal clears P L Engineering review, we will deduct any extra monies from the contingency fund.	1	PLG	34103.00	34103.00
		Total				**450,936.00**
		OPTIONS - NOT INCLUDED IN TOTAL				
96-90-S001	S	Option of trade in	1	PLG	-11500.00	-11500.00

City Council

Meeting Date: January 4, 2024
Meeting Time: 6:00pm

Agenda Item No: 9.f.
Item Description: 2024.07) Approval/Award Fire Engine Pumper Purchase to Sutphen Corporation

Submitted by: Lawrence D. Best, Fire Chief

Supporting Information/Documentation:

Please see the attached proposal and purchase agreement from Sutphen Corporation

Key Terms:

Fire Engine/Pumper Replacement

Executive Summary:

Approval to award the contract to purchase a new Fire Engine/Pumper to the Sutphen Corporation.

On December 19, 2023, the Finance Committee voted to allow the Fire Department to proceed with a sole source procurement for this new Fire Engine/Pumper.

Detailed Review:

The Fire Department is seeking approval for the purchase of one Fire Engine/Pumper from the Sutphen Corporation for a cost of $933,552.00.

The Fire Department has worked with the manufacturer of the most recently purchased Fire Engine/Pumper, which was from the Sutphen Corporation to update and develop specifications for this vehicle.

The purchase of this pumper would be through Sourcewell, which is a cooperative purchasing program. Sourcewell is a nationwide, government procurement service striving to make the governmental procurement process more efficient. They hold hundreds of ready-to-use competitively solicited contracts.

The funds for the Fire Engine/Pumper would not be due until the delivery of the vehicle, which will be an estimated 40-42+ months after the signing of the contract.

This vehicle will replace one of the current Fire Engine/Pumpers. Upon delivery of the new Fire Engine/Pumper, the DPW Fleet Garage Supervisor will mechanically evaluate the three Fire Engine/Pumpers to determine which one is in need to be replaced first.

Funding Source:

Future CIP project funding through the budget process; est. time frame of FY2026/2027 or FY 2027/2028. The cost would be $933,552.00

Staff Recommendation:

Staff recommends going forward with this purchase from the Sutphen Corporation for a total of $933,552.00.

DRAFT

City of Biddeford

2024.07 **IN BOARD OF CITY COUNCIL… JANUARY 4, 2024**

BE IT ORDERED, that the City Manager enter into an agreement with Sutphen Corporation for the purchase of one Sutphen Custom Pumper in the amount of $933,552.00.

Note: Payment shall due upon delivery of the engine/pumper estimated to be 40-42 months from the date of order. Please note that a purchase order is required to secure the curerent pricing. An order placed after December 31 will result in an estimated 7% increase. Section 6.D.1., of the Sourcewell contract specifies that an order may be cancelled if the Participating Entity fails to receive funding or appropriation from its governing bondy at levels sufficient to pay for the equipment, products, or services to be purchased.

Attest by:_____

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Sourcewell

Solicitation Number: RFP #113021

CONTRACT

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

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

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

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires February 10, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

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

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14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

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

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

Minimum Limits:
$1,000,000 each accident, combined single limit

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

Minimum Limits:
$2,000,000

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

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

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

The Sutphen Corporation

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

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 2/8/2022 | 5:16 PM CST

RFP 113021 - Firefighting Apparatus and Fire Service Vehicles

Vendor Details

Company Name:	The Sutphen Corporation
Address:	6450 Eiterman Rd. Dublin, OH 43016
Contact:	Donna Newell
Email:	newell@sutphencorp.com
Phone:	614-889-1005
Fax:	614-889-0874
HST#:	31-0671786

Submission Details

Created On:	Tuesday November 02, 2021 10:26:29
Submitted On:	Tuesday November 30, 2021 12:43:06
Submitted By:	Justin Howell
Email:	justin.howell@sutphencorp.com
Transaction #:	93bf0e80-f6b0-4f36-b556-53e068f8e940
Submitter's IP Address:	70.61.26.138

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	The Sutphen Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Sutphen Corporation	*
4	Proposer Physical Address:	6450 Eiterman Road Dublin, OH 43016	*
5	Proposer website address (or addresses):	www.sutphen.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Drew Sutphen President 6450 Eiterman Rd. Dublin, OH 43016 Drew.sutphen@sutphencorp.com 800-848-5860	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Justin Howell Senior Sales Territory Manager 6450 Eiterman Rd Dublin, OH 43016 Justin.howell@sutphencorp.com 800-848-5860	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Donna Newell Cooperative Purchasing Manager 6450 Eiterman Rd. Dublin, OH 43016 Donna.newell@sutphencorp.com 800-848-5860	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	With our main production and headquarters located in Dublin, OH. Sutphen also has production facilities in Urbana, and Hilliard, Ohio, as well as in Lake Ariel, Pennsylvania. Sutphen Corporation is a well-known custom fire apparatus manufacturer. Sutphen has been family owned and operated since 1890. It is the longest continuously owned and operated fire apparatus manufacturer in the country. As stated in our mission statement, Sutphen's core values and mission is to put customers first and treat them as family. MISSION STATEMENT At Sutphen, our mission is to build the safest, most reliable, fire apparatus in the world, through innovation and customer focus. CORE VALUES We recognize how important our customers, employees, and families are to the success of our company. We understand that our company's well-being is dependent upon our contributions and commitment. We all agree to grow our business through the following core values: Innovation – We will continually offer innovative new products in the fire apparatus market. Integrity – Mutually consider each other as a vital part of our production. Be truthful and honest. Teamwork – Divide the challenge, double the success. Respect – Treat others with the same respect we expect. Quality – We will constantly re-evaluate and upgrade our quality assurance process and our customer service. Accountability – We will be accountable for our work, and invest the time and effort to do things right the first time.	*
10	What are your company's expectations in the event of an award?	Sutphen Corporation looks forward to providing Sourcewell members with another avenue to efficiently and cost effectively purchase fire apparatus that saves time and effort, minimizes the need for individual RFPs and contracts, and meets the Sourcewell members' competitive and procurement requirements.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	The Company has annual audited financial statements and adheres strictly to GAAP. Over the past several years, Sutphen's average annual corporate Revenues have exceeded $100 million. Sutphen is profitable and has a strong EBITDA. The Balance Sheet is strong. The Company retains much of Equity as Cash. The Current Ratio over the past several years, including Customer Advances, is better than 1:1 All Current Liabilities, other than Customer Advances, are trade debt or liabilities incurred during the ordinary course of business. There is no senior bank debt. Nor is there subordinated or off Balance Sheet funding. The Company funds all Working Capital needs internally. Please see the attached Bank Letter of Credit and the Bonding Company Letter of Credit.	*
12	What is your US market share for the solutions that you are proposing?	If we use five (5) years of historical FAMA sales statistics. Sutphen represents approximately 7.1% of all reported sales including all apparatus categories in which the Company has the capacity to compete. In those apparatus categories in which Sutphen specializes, namely mid-mount aerial platforms, over the same five (5) years and category specific, Sutphen captured an average of 31% to 75% of sales	*
13	What is your Canadian market share for the solutions that you are proposing?	Historically Sutphen has sold aerial products primarily targeted to the US and Canada market. Sutphen however proposes the same products in the Canadian market as we do for US Market to help gain future market share.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a) Not Applicable b) In the US and Canada, Sutphen fire apparatus is sold through a network of thirty-one (31) authorized, independent dealerships. Many of these dealerships are also authorized service centers and are part of Sutphen's US/Canadian network of more than fifty (50) authorized, independent service centers. Sutphen maintains and staffs its own factory service centers in Urbana, OH, Hilliard, OH and Lake Ariel, PA. Sutphen Corporation also provides 24/7 customer hotline support.	*

16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Licensing varies greatly by state in the US. In many, but not all, states, Sutphen Corporation must maintain both manufacturing and dealer, distributor, or specialty dealer licenses. In all cases where required, the Company hereby certifies that it holds current manufacturing licenses. In addition and on behalf of each of its authorized, independent dealers/distributors, Sutphen again hereby certifies that it obtains and maintains the dealer, distributor, or specialty distributor licenses where required by the state in which business is conducted. For the most part, all licensing, export documentation, and incremental paperwork for vehicles sold to end users in Canada is managed independently by the dealer/distributor responsible for selling into Canada. Sutphen Corporation is a member of both the Fire Apparatus Manufacturers Association (FAMA) and National Fire Protection Association (NFPA).	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	It is not Sutphen's business philosophy to go out of its way to garner industry awards or recognition. The Company would rather spend its efforts to provide the best possible fire apparatus and excellent customer service to its end users. Sutphen believes that its longevity in the industry speaks volumes about its success. In 2020, Sutphen celebrated its 130th anniversary and, today, is in the midst of its 131st year of operations. It is the industry's oldest continuously family-owned and operated fire apparatus manufacturer. Please see refer to the attached articles that showcase our continue growth the fire apparatus industry. Conway Family Business Award Announcement of the Tractor Drawn Aerial Urbana Chassis Ground Breaking Small Business Administrator Visit	*
19	What percentage of your sales are to the governmental sector in the past three years	The overwhelming majority of Sutphen's business is to the public government fire and emergency response entities. Occasionally, the Company will sell fire apparatus to commercial business, for example petroleum refineries or chemical manufacturers, to support their on-site fire response plans.	*
20	What percentage of your sales are to the education sector in the past three years	With the exception of sales to Colleges or Universities to support on-campus fire response centers or to a Fire Academy to support first responder education, Sutphen does not participate in the Education Sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sutphen currently holds contracts with the following cooperative purchasing agencies: Commonwealth of Pennsylvania's Cooperative Purchasing Program (COSTARS) • Florida Sheriffs Association (FSA) • Houston-Galveston Area Council (HGAC) • Louisiana Multiple Award Schedules (LaMAS) • New Jersey State Contract • Ohio State Term Schedule • Texas BuyBoard • Sourcewell Over the past three (3) years, Sutphen has sold an annual average of over 150 vehicles across all cooperative purchasing contracts. The trend is upward and Sutphen expects cooperative purchasing to continue to drive sales growth in the future.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sutphen CAGE Code 6L027, holds GSA Contract GS-30F-0012Y Under Schedule 23V, Automotive Superstore, SIN 190-01 Fire Fighting Apparatus and Attachments. Annual Sales Volumes are available at GSA's Schedule Sales Query website: https://ssq.gsa.gov.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Kissimmee Fire Dept.	Chief Jim Walls	james.walls@kissimmee.gov 407-518-2222	*
Cape Coral Fire Dept.	Div. Chief Mike Bush	mbush@capecoral.net 239-574-0501	*
DeKalb County Fire Rescue	Captain Bryan Dobson	BCDobson@dekalbcountyga.gov 404-808-0844	*

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
DeKalb County	Government	Georgia - GA	Fire Apparatus	17 Pumpers , 3 Aerials	$16.8 M	*
Miami Fire Rescue	Government	Florida - FL	Fire Apparatus	16 Pumpers, 5 Aerials, 2 Rescues, 2 Tankers	$19.3 M	*
Columbus Fire	Government	Ohio - OH	Fire Apparatus	1 Aerial, 2 Pumpers, 5 Rescues	$6.5 M	*
Orlando Fire	Government	Florida - FL	Fire Apparatus	11 Pumpers, 2 Aerials	$8.9 M	*
Durham Fire	Government	North Carolina - NC	Fire Apparatus	11 Pumpers	$6.4 M	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
25	Sales force.	The dealers/distributors are supported by Sutphen's ten (10) person internal sales support team. The team's responsibility is to seamlessly and promptly support the Company's independent dealer/distributors throughout the sales process.	*
26	Dealer network or other distribution methods.	Sutphen has a network of over thirty-five (35) domestic and international authorized dealers/distributors.	*
27	Service force.	Many of Sutphen's dealerships are also authorized service centers and are part of Sutphen's US/Canadian network of more than fifty (50) authorized, independent service centers. Sutphen maintains and staffs its own factory service centers in Urbana, OH, Hilliard, OH and Lake Ariel, PA. Sutphen Corporation also provides 24/7 customer hotline support. Please see the Lists of Sutphen's Authorized Dealers/Distributors and Authorized Service Centers included as supporting documentation. Please also note that Sourcewell members can find their local authorized Sutphen apparatus dealer and service center on the interactive map that can be found on our website. http://www.sutphen.com/locations	*

28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	If the customer is not an Sourcewell member, Sutphen will facilitate to the customer how to signup as a member. A Sutphen authorized dealer/distributor shall submit a proposal to the member. The member accepts the proposal and enters into a purchase agreement with Sutphen and issues a purchase order to build one or more fire apparatus. The Sutphen dealer/distributor sends a fully executed copy of the proposal, all pricing and supporting documentation to the customer. The Sutphen Contract Administration team, consisting of three (3) individuals, will process the incoming orders, manage workflow, and administrative requirements to contract completion and delivery. Sutphen will communicate with Sourcewell contract administrators as required by any cooperative purchasing contract issued to Sutphen by Sourcewell as a result of this offer herein.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	When a fire apparatus owner/user needs vehicle repair or repair/spare parts, the owner typically calls its local authorized, independent dealer/distributor or service provider. Warranty work, emergency repairs, or routine maintenance are generally handled by Sutphen's team of dedicated local service providers. More complex repairs or overhauls may need to be supervised by a Sutphen factory service technician who travels to the local service repair site. Customers may directly call one of Sutphen's three (3) factory service centers. Normal business hours are Monday-Friday, 6:00 am-5:00 pm Eastern time. After hours or in an emergency, a 24/7 Sutphen Service Technician is on call and will determine and implement the most appropriate solution to the emergency. For example, in the event of a "Truck Out of Service" call, the on-duty Service Technician receiving the call would follow established procedure and, in turn, notify and involve the Director of Service, the area Service Manager, and the applicable Production Manager who all, as a team, formulate and execute a "Back in Service" plan to get the truck operating as quickly as possible. Typically, within 24 hours the apparatus is once again functional. The goal is to minimize downtime and return an apparatus to dependable public service. Normal maintenance repairs or parts orders ship promptly. Sutphen offers both expedited and standard shipping options to the end user. Sutphen's local authorized, independent dealers/distributors or service providers, and the Company's factory service center, all offer full on-site (fire station or city service shop) apparatus service that is, oftentimes, the preferred, most timely and cost effective service option.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Through its dealer/distributor network and internal support teams, Sutphen sells and services customers in the United States. It will, again through its dealers/distributors, continue sell and service to the United States members.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Through its dealer/distributor network and internal support teams, Sutphen sells and services customers in Canada. It will, again through its dealers/distributors, continue sell and service to Canadian member agencies.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	No, Sutphen has authorized dealers, service centers, and technicians that are able to work anywhere within the United States. As noted above, members would first contact their local authorized dealer/distributor. If there is no local authorized dealer, the member would work directly with Sutphen Warranty Department and Service Center and a factory technician will be authorized and travel to complete the required warranty repairs.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	At this time the only entity sector that limits a regional presence would be Mississippi. As they primarily purchase off the Mississippi State Term contract.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Sutphen will continue to offer the same products and services of this RFP to Hawaii and Alaska as we do for rest of the contiguous United States. The only difference would be that additional charges may be applied for travel and delivery.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	As an organization that relies heavily on its dealer network for both daily customer interfacing and long-term marketing endeavors, our first and foremost marketing strategy will be to target our dealer network. Our primary campaign will be of education and information dissemination regarding Sourcewell's benefits and opportunities as they relate to dealers and customers alike. We will mobilize this primary campaign through dealer meetings, dealer webinars, email campaigns, cooperative purchasing informational one-pagers, and more. Our dealer network will participate in the aforementioned meetings and learn from Sutphen's cooperative purchasing experts. To date, we have found great success in distributing this information to dealers who in turn educate our customers. While we plan to create information packets and educational seminars directed by Sutphen, we also plan to work together with Sourcewell to directly provide those educational materials. We have found great success in years past by inviting Sourcewell to speak at our annual dealer meeting and other seminars to directly connect with dealers. These kind of personal connections from both Sutphen and Sourcewell are come of the most powerful and impactful to the fire service and its members. Our secondary campaign will be of general knowledge directed at our customers. Not only do we already have a section on our corporate website dedicated to cooperative purchasing options, but we plan to celebrate the receipt of award by acknowledging it on our website and creating an information guide regarding Sourcewell. This secondary campaign will also focus on social media and other forms of digital advertising to capture our entire audience and inform them of Sutphen's Sourcewell cooperative purchasing opportunity. In addition to the two previously mentioned campaigns, Sutphen will use several ways to convey its marketing message across the industry. Those methods include, but are not limited to, the following: 1. National and Regional Industry Print Media among them Fire Engineering, Fire Apparatus, Fire News, and 1st Responder 2. Sutphen Product Literature 3. National and Regional Industry Trade Show and Educational Conferences including, but not limited to, FDIC, Firehouse Expo, Fire Rescue International, the Ohio Fire Chiefs and more.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	As mentioned in the marketing strategy question, line item 35, one of our primary campaigns will be using social media and other forms of digital marketing to enhance the effectiveness of the Sourcewell cooperative purchasing contract as it relates to Sutphen Corporation. At the time of this RFP submission, Sutphen's social media presence has over 43,000 followers on Facebook; 23,000 followers on Instagram; 2,700 followers on Twitter; and nearly 1,500 followers on LinkedIn. With these numbers constantly growing, our social media alone consistently reaches 70,000 followers a day and more. According to Facebook's analytics, in the past year alone, Sutphen has reached over 1.5 million people via Facebook and 250,000 people via Instagram. By maximizing these resources Sutphen will effectively marketing the Sourcewell cooperative purchasing contract to critical audiences. In addition to social media, we capture a targeted audience via our corporate website: www.Sutphen.com. Over the past year, we have garnered over 1.6 million visitors to the site. These visitors can access apparatus insight as well as an expansive cooperative purchasing page that will detail the Sourcewell contract and Sutphen's affiliation with the contract. Along with those two digital media outlets, we continually advertise and conduct public relations tactics with industry magazines and their affiliated websites to help tell important industry news stories and Sutphen's role within the fire industry as a whole.	*

37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	As mutual business partners, we see Sourcewell's role in promoting the contract to be providing Sutphen pertinent information and necessary details when creating pamphlets, one-pagers, webinars, and general meetings. While Sutphen's cooperative purchasing experts are well versed in the process, it is important to have specific details and understandings from Sourcewell specifically. We will integrate a Sourcewell-awarded contract into the Sutphen sales process by steering customers towards the cooperative purchasing process. We already emphasize the benefits of cooperative purchasing to our customers, but with the newly awarded contract, we will continue to underscore its importance.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the customizable nature of our trucks, the specifics inherent of the fire industry, and general industry practice, our products are not available through and e-procurement ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Sutphen provides operational demonstration at the time of pick-up or delivery for all fire apparatus. The Company provides additional in-depth technical training including, but not limited to, aerial operation and maintenance, apparatus operational troubleshooting, electrical system repair, hydraulic systems repair, engine emissions systems and repair, and operation and maintenance of other operational and specialty systems. These factory-provided, 3-day training classes are typically held at least twice a year in Ohio and are provided are complimentary. Attendees are responsible for their travel and lodging, and meals/entertainment outside of those provided by Sutphen during class. From time to time and as demand dictates, Sutphen has provided regional training classes.	*
40	Describe any technological advances that your proposed products or services offer.	Sutphen is unique in the industry in that it's aerial devices are solely constructed of aluminum. That, coupled with HuckBolt fastening technology instead of welding, provides an incredibly strong and lightweight aerial device. The reduced weight lowers an aerial's center of gravity, providing a better handling apparatus. The lighter weight also reduces wear and tear on tires, brakes, and other suspension components resulting in lower yearly ownership costs and out-of-service time.	*
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Sutphen will always comply with all federally mandated emissions advances in combustible engine technologies. Here at Sutphen we almost exclusively use LED lighting technologies and, when cost and operationally efficient, will embrace synthetic lubricant and other fluid products. Sutphen also supports its end user's desires for environmentally sound "green" apparatus operations. The most recent example is Sutphen's embracement of various options in Idle Reduction technology. Sutphen feels that Idle Reduction technology bridges the gap between the fully electric fire truck, and the current combustion engine. This technology helps to mitigate and limit the amount of carbon emission into the atmosphere by using a smaller engine or Lithium Ion batteries to replace the intermittent use of the larger diesel engine while the truck is idle on scene. With the current state of the market, and the transition to fully electric fire trucks we feel at Sutphen that taking baby steps into newer technologies has been the steady approach to a market that is slow to embrace change from previous practices.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Sutphen fire apparatus currently do not carry any official eco-label, rating or certification, but we will continue to work with our vendors to provide equipment and products that can carry energy efficiency or a green/sustainability factor as the technology comes to market.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While Sutphen is not a WMBE, we are a self-certified small business under the SBA's size standards for its NAICS Code. The current size standard is 1,000 employees. The Company currently employs approximately 450 employees across all locations. Please see the list of WMBE or SBE subcontractors included in this response.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Very simply stated, Sutphen is unique in that it is a family owned company in continuous operation since 1890 owned by one family. The Company treats its customers as family. Ownership is accessible and intimately involved in all aspects of the sales process and post sale support. Many Sutphen customers have Sutphen family cell phone numbers and are encouraged to contact ownership whenever they feel the need. Sutphen is small enough to respond personally and promptly, but large enough to support the infrastructure needed to truly serve first responder end users in professional and dependable manner. While the Company produces fire apparatus across most vehicle sectors, we specialize in the aerial platform/ladder configurations to provide the best performing products on the market.	*

Table 9: Warranty

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

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes, Sutphen Corporation provides warranties to the original purchaser of a Sutphen apparatus. These warranties will provide parts and repairs to the Sutphen vehicle during the warranty period in accordance with the warranty documents attached.	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, there are restrictions/limitations Sutphen warranty coverage. This includes, but is not necessarily limited to, wear and tear items (tires, filters, brakes), damage caused by, for example, collision or misuse. Please see the enclosed warranty documents for a full coverage explanation.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes. Sutphen Corporation reimburses for travel time to and from the customer to complete the warranty repairs.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, Sutphen has authorized dealers, service centers, and technicians that are able to work anywhere within the United States. As noted above, Sourcewell members would first contact their local authorized dealer/distributor. If there is no local authorized dealer, the Sourcewell member would work directly with Sutphen Warranty Department and Service Center and a factory technician will be authorized and travel to complete the required warranty repairs.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	As stated in the Sutphen warranty documents, major components of trade accessories such as purchased chassis, engines, signaling devices, transmissions, pumps, tanks or generators that have a separate manufacturer's warranty are covered by the appropriate OEM standard commercial warranty. However, Sutphen will assist the authorized dealer/distributor or customer to facilitate the warranty repairs.	*
50	What are your proposed exchange and return programs and policies?	Parts and loose equipment shipped from Sutphen or drop shipped under Sutphen's direction can be returned for credit within ninety (90) days of the delivery date. Product must be returned in unused, saleable condition and in its original packaging. Customers must request a Return Material Authorization (RMA) which is good for thirty (30) days. Warranty return shipping is Sutphen's responsibility. All other shipping costs are customer responsibility. Sutphen has a twenty five percent (25%) restocking fee and will, in addition, add cost of repackaging any returns/exchanges not in original packaging. Sutphen's return policy only applies to parts. This does not apply to the purchase of a fire apparatus.	*
51	Describe any service contract options for the items included in your proposal.	While it is not included in as a line item in this response, Sutphen will offer Sourcewell members an annual aerial apparatus service contract after the purchase and delivery of a vehicle as an Open Market opportunity. The Company does this to make certain that Sutphen apparatus remain dependable and in excellent working condition. The service agreement includes an annual inspection through which Sutphen technicians evaluate the condition of the apparatus. In general terms, the aerial service contract consists of the following: o Inspection of the chassis and components o Inspection of the fire pump, valves and accessories o Inspection of the hydraulic system, pressures and operation o Complete inspection of the ladder, components and lubrication o Check torque settings and aerial base and all main fasteners	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods.	If a customer elects a prepayment discount option, the prepayment is due within thirty (30) days after contact signing or receipt of purchase order. Any remaining amount, or the full amount if no prepayment is provided, is due upon delivery and acceptance of the completed apparatus. Sutphen will invoice a customer approximately thirty (30) days before acceptance and pick up or delivery. Payment in full of outstanding invoice balances is due upon acceptance, pickup or delivery.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	Sutphen Corporation does not provide leasing directly. However, Sutphen Corporation, and its dealers/distributors, work with industry recognized leasing companies, and can assist in securing leasing for apparatus purchased by members.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Sutphen Corporation will accept either a members Purchase Order or a Sutphen provide Purchase Agreement/Contract. A copy is attached for your review.	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Sutphen Corporation has accepted the P-card purchase for previous purchases, however, the bank required fee will be added to the total price of the purchase. This is typically around 4% of the purchase price.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Please see the Sourcewell Contract Price List included for our complete line item pricing. The Company is offering "base models" of all apparatus described immediately above. The Price List also includes all published options. Base models and options are published as MSRP. Sutphen is offering members a discount of Fifteen Percent (15%) from MSRP. Sutphen has negotiated this industry standard percentage discount with GSA and other various cooperative agreements. From time to time, Sutphen may amend any awarded contract to update models and prices to bring them into line with the then current commercial catalog and other cooperative purchasing agreements in which the Company participates.	*
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Sutphen is offering Sourcewell members a standard basic discount of Fifteen Percent (15%) off MSRP for base models and published options.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	Should a member purchase apparatus in sufficient quantities and under similar circumstances, Sutphen may offer additional discounts. Discount amounts may vary based upon quantity, product type, delivery times and/or customer loyalty.	*
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sutphen will offer unpublished or open market items as may be required by the member's Statement of Work. Pricing will be quoted at a fixed price on a case by case based and shall not be applicable to any additional discount.	*
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	None	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Delivery is included for all Sutphen aerial apparatus. A Sutphen Delivery Engineer or authorized dealer/distributor provides delivery and operational demonstration as part of standard pricing for these vehicles. Factory or dealer provided delivery is not included in standard pricing but instead as a zone-priced option on all pumper, tanker, and rescue apparatus (non-aerial apparatus). Sutphen has four (4) priced delivery zones. A non-aerial customer is always welcome to visit the Sutphen facilities to receive an operational demonstration and pick up the vehicle.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Sutphen does manage OCONUS delivery to Hawaii, Alaska, US territories, and Canada for its customers on an individual basis. Delivery method and delivery cost are calculated and included at the time of the proposal. Included FOB Destination shipping on aerial apparatus may be limited to CONUS for deliveries to Hawaiian, Alaskan, US Territorial, and Canadian members eligible to use the Sourcewell contract.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sutphen is pleased to participate with multiple cooperative purchasing program agencies. It is our policy to not provide preferential pricing to one agency over another, thus allowing the customer to choose the program that best fits their needs. If favored with the contract Sutphen will continue to promote the Sourcewell contract as outlined in our marketing plan.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	For all customer proposals, Sutphen Corporation uses proprietary pricing and specification software to make certain that Sourcewell members receive correct contract discount pricing. To make certain all vendor reports, sales reporting and proper administrative fees are paid, all orders are processed by Sutphen's Contract Administration team. This team maintains the documentation of all cooperative purchasing contracts, logs orders, provides all required reports, and pays all administrative fees. The team has developed a method of internally verifying accuracy and completion of timely contract management operations. Reports are completed and fees are paid quarterly based on the following schedule. January - March, reporting completed prior to end of April April - June, reporting completed prior to end of July July - September, reporting completed prior to end of October September - December, reporting completed prior to end of January	*
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Our internal sales support and contract administration teams monitor the purchases of all apparatus and track any units purchased through the use of a cooperative purchasing agreements. This data is used to prepare and submit the quarterly reports as required by each agency. In addition, we submit internal reports to management on a monthly, quarterly, and annual basis. Since the initial contract award with NJPA/Sourcewell in 2018, Sutphen has seen a dramatic increase in the number of units sold under this contract. Sutphen went from the initial five units assigned in the first year to over eighty units this current year. In anticipation of being awarded another contract with Sourcewell, we would expect additional success as we continue to promote the use of this contract.	*
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Sutphen proposes an administrative fee of Two Thousand and No/100 Dollars ($2,000.00) per purchase order payable in the reporting period in which the order is delivered and customer invoice is paid in full. This fee structure is consistent with and equivalent to the very productive and most popularly used cooperative purchasing programs under which Sutphen currently participates. Sutphen is making this proposal to place Sourcewell on a level competitive co-op playing field to drive maximum member purchasing toward the Sourcewell platform. Some program like GSA & FSA, charge a percentage of the discounted amount of contract sales, excluding open market items. Fire apparatus are large ticket capital purchases. The difference between a flat administrative fee and a percentage fee becomes material to the purchase decision in a public agency environment where agencies must spend the taxpayer dollar wisely. We have experience that with other things equal, the larger percentage fee is actually a deterrent to a flat fee co-op contract.	*

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

Line Item	Question	Response *	
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Sutphen manufactures a wide range of fire apparatus including custom and commercial pumpers, custom and commercial tankers, single and tandem axle mid-mount aerial platforms, single and tandem axle mid-mount and rear-mount aerial ladders, as well as our own custom chassis. The Company also manufactures a variety of specialty fire apparatus including industrial pumpers and aerials, heavy rescues, and hazmat units.	*
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The Sutphen subcategory list would include the following: Aerial Ladder, Aerial Platform, Custom Pumper, Commercial Pumper, Custom Tanker, Commercial Tanker, Heavy Rescue, Wildland Urban Interface Vehicle, and some Equipment, Accessories, and Supplies as published options. These are also not limited to remounting or refurbished apparatus.	*

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

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

Line Item	Category or Type	Offered *	Comments	
70	Firefighting apparatus and service vehicles, of all types, such as: pumper/engine, initial attack, mobile water supply, aerial, quint, special service, mobile foam, command and communications, and purpose-built firefighting or rescue trailers	(•) Yes ( ) No	Sutphen manufactures a wide range of fire apparatus including but not limited to custom and commercial pumpers, custom and commercial tankers.	*
71	Wildland fire apparatus, of all types, such as: fire suppression equipment, mobile water supply, and crew carriers	(•) Yes ( ) No	Sutphen manufactures a wide range of wildland fire apparatus including but not limited to WUI, and tankers.	*
72	Aircraft rescue and firefighting vehicles	( ) Yes (•) No	N/A	*
73	Purpose-built chassis and vehicle components for firefighting apparatus and fire service vehicles	(•) Yes ( ) No	Sutphen manufactures one extreme duty custom chassis that is available to multiple facilities to complete the desired apparatus.	*
74	Equipment, options, accessories, and supplies complementary or incidental to the purchase of a turnkey or complete unit of the types described in Lines 70-72 above	(•) Yes ( ) No	Sutphen offers “base models” of all apparatus. In our published price listing we included all published options available to be outfitted on various unit types described above in 70-71.	
75	Services related to the offering of the solutions described in Lines 70-74, including installation, customization, remount, refurbishment, inspection, repair, maintenance, training, and support	(•) Yes ( ) No	Sutphen can offer remount or refurbishment options. Any such work shall be quoted at the time of the request.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
76	Describe available service and repair options for the equipment and products offered in your proposal.	In the US and Canada, Sutphen fire apparatus is sold through a network of thirty-one (31) authorized, independent dealerships. Many of these dealerships are also authorized service centers and are part of Sutphen's US/Canadian network of more than fifty (50) authorized, independent service centers. Sutphen maintains and staffs its own factory service centers in Urbana, OH, Hilliard, OH and Lake Ariel, PA. Sutphen Corporation also provides 24/7 customer hotline support.	*
77	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	Sutphen can offer remount or refurbishment options. Any such work shall be quoted at the time of the request. Pricing will be a fixed price quote and shall be determined based on age, condition, and other factors of the current state of the unit.	
78	Describe your compliance with US standards for the equipment and products offered in your proposal, including applicable federal and state requirements.	Sutphen apparatus meet all Federal DOT, state requirements, UL testing and are compliant with the pertinent current NFPA standards.	
79	Describe your compliance with Canadian standards for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	Sutphen apparatus meet all Federal DOT, ULC testing and are compliant with the pertinent current NFPA standards.	

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

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

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - 11.56_Pricing.zip - Monday November 29, 2021 15:33:52
- Financial Strength and Stability - 2.11_Financial Strength and Stability Documents.zip - Tuesday November 30, 2021 12:29:04
- Marketing Plan/Samples - 3.18_Marketing Plan Documents.zip - Wednesday November 24, 2021 08:14:02
- WMBE/MBE/SBE or Related Certificates - 8.43_WMBE Utilization.pdf - Wednesday November 24, 2021 08:08:10
- Warranty Information - 9.45_Warranty Documents.zip - Wednesday November 24, 2021 08:14:15
- Standard Transaction Document Samples - 10.54_Purchase Agreement.pdf - Wednesday November 24, 2021 08:10:29
- Upload Additional Document - 14A_Product Component Reports.zip - Tuesday November 30, 2021 12:29:13

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

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

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Drew Sutphen, President, The Sutphen Corporation

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

○ **Yes** ◉ **No**

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

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

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

Sutphen Component Report

Dealer Information

Dingee Machine Company
Larry Dingee
195 NH Route 120
Cornish, NH 03745
603.542.9682
Larrydingee@comcast.net

Customer Information

Biddeford Fire Department
152 Alfred Street
Biddeford, Maine 04005

Line	Item #	Qty	Item Description/Comments
1		1	**FACILITY =** URBANA **TRUCK SERIES =** PROGRAM 1 **ELECTRICAL SYSTEM =** POINT-TO-POINT
2	SOURCEWELL		**COOPERATIVE PURCHASING =** SOURCEWELL
3	10000225	1	STD WIRING SCHEMATIC (USB)
			CHASSIS
4	10010001	1	CHASSIS, CUSTOM
5	51070203	1	WHEELBASE = 203
6	25010100	1	FRAME, 10" DOUBLE RAILS, SINGLE AXLE (50K PSI)
7	45040100	1	FRONT BUMPER CLIP
8	45010001	1	FRONT TOW EYES, BELOW BUMPER, PAINTED
9	46010000	1	REAR TOW EYES, PAINTED
10	40010250	1	STEERING - ROSS TAS-85
11	22010000	1	DRIVE LINE, SPICER, 1710 SERIES
12	23015010	1	ENGINE, CUMMINS X10 MHD 450HP DOC-DPF-DEF-SCR OBD
13	23029200	1	ENGINE WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS (X SERIES)
14	23029400	1	AFTERTREATMENT WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS (X SERIES)
15	23030006	1	AIR INTAKE/EMBER SEPARATOR
16	23031176	1	FUEL FILTER/WATER SEPARATOR, PRIMARY, FLEETGUARD FUEL PRO FH230

Line	Item #	Qty	Item Description/Comments
17	23031220	1	**FUEL FILTER, SECONDARY, FLEETGUARD, FF5825NN**
18	47012510	1	**TRANSMISSION, ALLISON GEN 6, EVS3000 (L9)**
19	23110000	1	**JACOBS ENGINE BRAKE**
20	47024050	1	**TRANSMISSION COOLER**
21	47030000	1	**ALLISON TOUCH PAD SHIFTER**
22	47030110	1	**SHIFTER PAD GEARING, 6 GEARS OPEN**
23	21021200	1	**COOLING SYSTEM**
24	21030195	1	**COOLANT FILTER**
25	21030000	1	**FAN CLUTCH**
26	21030200	1	**RADIATOR COOLANT RECOVERY, PRESSURIZED SYST**
27	26010000	1	**FUEL TANK, STEEL, 65 GALLON**
28	26030000	1	**FUEL FILL**
29	26030100	1	**FUEL COOLER**
30	24040000	1	**DIESEL EXHAUST FLUID TANK** DEF ACCESS = HINGED DOOR FOR DEF ACCESS
31	13010205	1	**ALTERNATOR, LEECE NEVILLE 320 AMP 4915PA**
32	13030100	1	**LOW VOLTAGE ALARM, FLOYD BELL TXB-V86-515-QF**
33	15010500	1	**BATTERIES, INTERSTATE TYPE 31 MHD (4)**
34	15030215	1	**MASTER BATTERY DISCONNECT SWITCH**
35	15031700	1	**BATTERY JUMPER TERMINALS**
36	15031515	1	**BATTERY CHARGER, KUSSMAUL CHIEF 4012 W/REMOTE BAR GRAPH DISPLAY**
37	15030430	1	**120V SHORELINE INLET, KUSSMAUL SUPER 20 AUTO EJECT, 90° OPENING COVER** SHORELINE INLET LOCATION = DRIVER'S SIDE OF CAB, STANDARD LOCATION SHORELINE COVER COLOR = RED
38	15040100	2	**120V OUTLET WIRED TO SHORELINE INLET** L3 - HIGH IN COMPARTMENT R3 - HIGH IN COMPARTMENT
39	14010524	1	**FRONT AXLE, MERITOR MFS-20-133A 20,000 LB.**
40	41010115	1	**FRONT SUSPENSION, STANDENS 20,000 LBS. (3) 54" LEAFS**
41	41030100	1	**SUSPENSION, ENHANCED SYSTEM**

Line	Item #	Qty	Item Description/Comments
42	41040510	1	STEER ASSIST
43	43010310	1	FRONT TIRES, MICHELIN 385/65R22.5 LRL X MULTIWAY HD XZE 22.5 x 12.25 WHEELS
44	14510540	1	REAR AXLE, MERITOR RS-26-185 27,000 LB.
45	14530150	1	TOP SPEED, 60 MPH
46	42010025	1	REAR SUSPENSION, FIREMAAX 27,000 LBS. AIR RIDE
47	44010380	1	REAR TIRES, MICHELIN 12R22.5 LRH XDN2 MUD & SNOW 24000 - 27,000 GVWR
48	42910300	1	TIRE PRESSURE MONITOR, QUICK PRESSURE
49	44215220	1	WHEELS, ALUM, ALCOA, DURABLACK (max 27K rear)
50	44270100	1	HUB COVERS, FRONT & REAR, POLISHED STS (Single Axle)
51	44270300	1	CHROME LUG NUT CAPS, FRONT & REAR (Single Axle)
52	44271100	1	MUD FLAPS, FRONT (PAIR)
53	44271200	1	MUD FLAPS, REAR (PAIR)
54	54010010	1	DATA, SAFETY & WARNING TAGS APPLICATION, ADHESIVE
55	16010250	1	BRAKES MERITOR DISC PLUS EX225 FRONT, SCAM 7" REAR (SINGLE AXLE)
56	18010043	1	AIR BRAKE SYST 4 TANKS WABCO 1200 DRYER (24K, 27K)
57	18030010	1	AIR BRAKE RELEASE VALVE, WABCO
58	18030140	1	AIR INLET CONNECTION W/CHECK VALVE STANDARD AIR INLET LOCATION = LEFT HAND SIDE OF DRIVER'S STEP WELL
59	18035110	1	AIR COMPRESSOR, KUSSMAUL AUTO PUMP AC, 100PSI
60	18220500	1	NO ELEC STABILITY CONTROL SYS
61	18110070	1	WABCO 4 CHANNEL ANTI-LOCK BRAKES (24K, 27K)
62	14530500	1	TIRE CHAINS, ON-SPOT, 6 STRANDS
63	53510000	1	COMPRESSION FITTINGS ON AIR SYSTEM (CHASSIS)
64	54010000	1	MISCELLANEOUS ITEMS ON CHASSIS
			CAB
65	11023250	1	CAB TSAL4E 73" 10" RR 1/2
66	11030025	1	CAB CERTIFICATION - STRUCTURAL INTEGRITY
67	11030950	1	CAB LOCKDOWN LATCHES

Line	Item #	Qty	Item Description/Comments
68	11031025	1	**CAB TILT SYSTEM, AIR CONTROL VALVE**
69	11031100	1	**MANUAL BACK-UP TILT SYSTEM**
70	11031350	1	**CAB DOORS, FULL LENGTH (4)**
71	11031386	1	**CAB STEPS, LOWER & INTERMEDIATE DIAMONDPLATE**
72	11031399	1	**CAB STEP LIGHTING, TECNIQ E45 LED STRIP LIGHTS**
73	11031421	1	**CAB DOOR WINDOWS, POWER (4)**
74	11031400	1	**DELETE CAB SIDE WINDOWS**
75	11031460	1	**NO WINDOWS, BACK WALL OF CAB**
76	52010010	1	**ELECTRIC INTERMITTENT WIPERS**
77	52030200	1	**WINDSHIELD WASHER RESERVOIR**
78	38010020	1	**MIRRORS LANG MEKRA 300 SERIES HEATED & REMOTE**
79	38030205	1	**BLIND SPOT MIRROR, VELVAC, ON CAB ROOF**
80	11024420	1	**UPPER GRILLE, AMERICAN FLAG LEVEL STYLE FACADE (X SERIES)**
81	11024510	1	**FLAMING "S" LOGO, UPPER GRILLE, ILLUMINATED** LED BACKLIGHT COLOR FOR UPPER GRILLE = RED
82	11024615	1	**LOWER GRILLE, POLISHED STAINLESS, LASER CUT LETTERING W/ BACKLIGHTING** DESIGN FOR LOWER GRILLE W/LED BACKLIGHT = VERBIAGE - BIDDEFORD; LIGHT - RED
83	32588888	1	**CAB BLACKOUT ITEMS (NOT LISTED OTHER PLACES)** BUMPER TREADPLATE BUMPER LID & HANDLE HUB COVERS LUG NUTS Q2B GRILLE, TOP & BOTTOM HEADLIGHTS CAB STEPS FENDERETTES, CAB
84	20012210	1	**BUMPER, 18" FORMED STEEL CHANNEL, PAINTED** SIREN SPEAKER PERFORATIONS = NO SPEAKER PERFORATIONS IN BUMPER.
85	20029800	1	**BUMPER SIDES, DIAMONDPLATE**
86	20029910	1	**BUMPER ANGLES, PAINTED STEEL, FLAT (12-30" EXTENSION)**
87	20040105	1	**STORAGE WELL, DEEP CENTER, FULL WIDTH (18" BUMPER)**
88	20030100	1	**STORAGE WELL COVER, TREADPLATE, 2" RAISE**
89	20030510	1	**CUT-OUT IN STORAGE WELL COVER**

Line	Item #	Qty	Item Description/Comments
90	20042140	1	**PROTECTIVE BUMPER COATING, RAPTOR, TOP EDGE OF FRONT BUMPER** PROTECTIVE BUMPER COATING COLOR = BLACK
91	12010505	1	**AIR HORNS, DUAL, GROVER #2040 RECTANGULAR, THRU BUMPER**
92	12030350	1	**LANYARD CONTROL FOR AIR HORNS**
93	12510111	1	**ELEC SIREN, WHELEN 295SLSA1 (ADDED 11.30.23)**
94	12530205	1	**ELEC SIREN WIRED TO STEERING WHEEL BUTTON**
95	12530350	1	**MOMENTARY SWITCH ON DASH, OFFICER'S SIDE, FOR ELEC SIREN**
96	12620102	1	**SIREN SPEAKER, 100W, CAST PRODUCTS, SA4201-6B-A (PAIR)**
97	12670110	1	**SIREN SPEAKER(S) INSTALLED BEHIND CAB GRILLE**
98	12710100	1	**SIREN, FEDERAL Q2B, GRILLE MOUNT** Q2B WIRING = WIRED TO EMERGENCY MASTER THEN SHED WITH PARKING BRAKE ON
99	12730205	1	**MECH SIREN WIRED TO STEERING WHEEL BUTTON**
100	12730350	1	**MOMENTARY SWITCH ON DASH, OFFICER'S SIDE, FOR MECH SIREN**
101	12730363	1	**SIREN BRAKE SWITCH FOR MECH SIREN, DRIVER'S & OFFICER'S SIDE**
102	32520520	1	**HEADLIGHTS, LED, FIRETECH FT-4X6, DUAL STS HOUSINGS** HEADLIGHT INTERIOR FINISH = BLACK
103	32530500	1	**ALTERNATING FLASHER FOR HEADLIGHT**
104	48010300	4	**FRONT TURN SIGNALS, WHELEN 400 SERIES LED**
105	32530620	1	**CORNERING LIGHTS, WHELEN 600 LED**
106	32530750	1	**ICC LIGHTS, LED, ROOF MOUNTED MARKERS, GROTE**
107	27022130	1	**HANDRAILS, CAB EXTERIOR, KNURLED STAINLESS STEEL (2) SIDE**
108	27030620	1	**COAT HOOKS ON LOWER GRAB HANDRAILS, DRIVER'S SIDE**
109	27030660	1	**COAT HOOKS ON LOWER GRAB HANDRAILS, OFFICER'S SIDE**
110	27025000	1	**HANDRAILS, CAB INTERIOR, BLACK RUBBER COATED (2) FRONT ENTRY**
111	27025500	1	**HANDRAILS, CAB INTERIOR, BLACK RUBBER COATED (2) REAR ENTRY**
112	27030110	1	**HANDRAILS, REAR CAB INTERIOR DOOR, KNURLED STS AT WINDOW (2) ONLY**
113	27040100	1	**INTERIOR DOOR, NYLON STRAP**
114	11032021	1	**EXTERIOR COMPT, SIDE OF EXT CAB, 66" H, DS** EXTERIOR DOOR, HINGED, PAINTED DRIVER SIDE, LEFT DOOR HINGE (OPEN TOWARDS FRONT OF CAB) COMPT DOOR LOCK - NOT PROVIDED INTERIOR ACCESS, BLACK WEBBING

Line	Item #	Qty	Item Description/Comments
			OPENING TO DRIVER'S SIDE CREW SEAT COMPT
115	11032071	1	**EXTERIOR COMPT, SIDE OF EXT CAB, 66" H, OS** EXTERIOR DOOR, HINGED, PAINTED OFFICER'S SIDE, RIGHT DOOR HINGE (OPEN TOWARDS FRONT OF CAB) COMPT DOOR LOCK - NOT PROVIDED INTERIOR ACCESS, BLACK WEBBING OPENING TO OFFICER'S SIDE CREW SEAT COMPT
116	11035420	1	**DIAMONDPLATE CAB ROOF 30" x FULL WIDTH**
117	31010287	1	**INTERIOR, MULTISPEC GRAY SPECKLE PAINT W/GRAY-BLACK DURAWEAR**
118	11032929	1	**DOOR PANEL, FULL STS**
119	31010291	1	**CAB INTERIOR FLOOR COVERING, BLACK RUBBERIZED**
120	22510100	1	**ENGINE ENCLOSURE, FULL LENGTH**
121	22510531	1	**ENGINE ENCLOSURE COVERING, SCORPION GRAY URETHANE BLEND**
122	11031680	1	**CENTER CONSOLE W/MAP BOOK STORAGE, TOP OF ENGINE ENCLOSURE**
123	22610050	1	**ENGINE HOOD LIGHT, LED (1)**
124	11031510	1	**FLAT WORK SURFACE IN LIEU OF GLOVE BOX**
125	11031710	1	**UPPER CREW DOOR AREA, SMOOTH PANEL**
126	29810100	1	**CHASSIS ELECTRICAL DESCRIPTION**
127	30010130	1	**INSTRUMENTATION, AMETEK W/ CENTER & OVERHEAD CONSOLES**
128	30010610	1	**CAB PUMP SHIFTER, ELECTRIC W/ROUND KNOB**
129	30011000	1	**PUMP INTERLOCK, NOT CONNECTED WITH ODOMETER**
130	30031610	1	**DO NOT MOVE LIGHT, WHELEN TIR3 LED** DETAILS FOR DOOR AJAR LIGHT = RED/CLEAR LENS DOOR AJAR LIGHT LOCATION = CENTERED BELOW UPPER COMMAND CONSOLE
131	29930200	1	**MAPBOOK SLOT ON BREAKER PANEL**
132	29910100	1	**PROGRAMMABLE LOAD MANAGER, CLASS-1 SUPERNODE II**
133	30031100	1	**HIGH IDLE SWITCH**
134	11040000	1	**CAB ACCESSORY FUSE PANEL**
135	84541540	1	**POWER & GROUND STUDS, UPPER COMMAND CONSOLE** REQUIREMENTS (AMPS) FOR POWER/GROUND STUDS IN UPPER COMMAND CONSOLE: (1) 12-VOLT 60-AMP, DIRECT TO THE BATTERY IGNITION OFF. (1) 12-VOLT 30-AMP SWITCHED BATTERY FIRST POSITION ON IGNITION SWITCH. (1) 12-VOLT 30-AMP IGNITION POWER SECOND POSITION ON IGNITION SWITCH. (1) 12-VOLT 125-AMP GROUND.

Line	Item #	Qty	Item Description/Comments
136	84541545	1	**POWER & GROUND STUDS, LOWER COMMAND CONSOLE** REQUIREMENTS (AMPS) FOR POWER/GROUND STUDS IN LOWER COMMAND CONSOLE: (1) 12-VOLT 60-AMP, DIRECT TO THE BATTERY. (1) 12-VOLT 30-AMP CONTROLLED BY THE IGNITION SWITCH. (1) 12-VOLT 125-AMP GROUND.
137	30110000	1	**VEHICLE DATA RECORDER, AKRON/WELDON**
138	30031820	3	**12V DUAL POWER POINT, USB/USB** USB/USB POWER POINT LOCATION #1: LOWER CONSOLE POSITION 3, DRIVER'S CORNER USB/USB POWER POINT LOCATION #2: LOWER CONSOLE POSITION 3, OFFICER'S CORNER USB/USB POWER POINT LOCATION #3: O/S EMS COMPARTMENT, HIGH
139	33510030	2	**INTERIOR CAB LIGHTS, WHELEN 6" ROUND RED/CLEAR LED**
140	34010030	2	**INTERIOR CREW LIGHTS, WHELEN 6" ROUND RED/CLEAR LED**
141	28010750	1	**DEFROSTER, HEATER & A/C, SEVERE CLIMATE (TM-31)**
142	28090003	1	**HEAT TO FEET**
143	28030500	1	**DEFROSTER DUCTWORK, ENTIRE WINDSHIELD**
144	11031687	1	**TOP HEAT/AC STORAGE, TOOL MOUNTING PLATE, 25" x 19.5"**
145	28031000	1	**FAN, 12 VOLT, DRIVER'S SIDE, MOUNTED INBOARD, NEXT TO DEFROSTER**
146	28031100	1	**FAN, 12 VOLT, OFFICER'S SIDE, MOUNTED INBOARD, NEXT TO DEFROSTER**
147	38510104	1	**DRIVER'S SEAT, BOSTROM SIERRA HIGH BACK AIR RIDE ABTS (DURAWEAR PLUS, LOW SEAM)** SEAT BELT CONFIGURATION, PULL FROM LEFT SHOULDER TO BUCKLE AT RIGHT HIP HELMET STORED IN COMPARTMENT
148	39010118	1	**OFFICER'S SEAT, BOSTROM TANKER 450, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)** SEAT BELT CONFIGURATION, PULL FROM RIGHT SHOULDER TO BUCKLE AT LEFT HIP HELMET STORED IN COMPARTMENT OFFICER'S SEAT COMPT, FRONT DOOR
149	11031842	1	**EMS CABINET, REAR FACING, EXTERIOR HINGED** DRIVER SIDE, LEFT DOOR HINGE (OPEN TOWARDS FRONT OF CAB) COMPT DOOR LOCK - NOT PROVIDED INTERIOR ACCESS, BLACK WEBBING ADJUSTABLE SHELF, EMS COMPT (1)
150	11031842	1	**EMS CABINET, REAR FACING, EXTERIOR HINGED** OFFICER'S SIDE, RIGHT DOOR HINGE (OPEN TOWARDS FRONT OF CAB) COMPT DOOR LOCK - NOT PROVIDED INTERIOR ACCESS, BLACK WEBBING ADJUSTABLE SHELF, EMS COMPT (1)
151	39521410	1	**CREW SEAT 3, BOSTROM TANKER 300CT, ABTS SCBA FLIP UP (DURAWEAR PLUS, LOW SEAM)** SEAT BELT CONFIGURATION, PULL FROM LEFT SHOULDER TO BUCKLE AT RIGHT HIP HELMET STORED IN COMPARTMENT
152	39521411	1	**CREW SEAT 4, BOSTROM TANKER 300CT, ABTS SCBA FLIP UP (DURAWEAR PLUS, LOW SEAM)** SEAT BELT CONFIGURATION, PULL FROM RIGHT SHOULDER TO BUCKLE AT LEFT HIP HELMET STORED IN COMPARTMENT
153	39550200	1	**SEAT COLOR, BLACK**

Line	Item #	Qty	Item Description/Comments
154	39610000	3	SCBA BRACKETS, BOSTROM, SECURE ALL
155	38410000	1	SEAT BELT WARNING SYSTEM, AKRON / WELDON
156	39710010	1	DOUBLE CREW SEAT COMPT, SWING-OUT FRONT DOORS, HINGED AT CENTER
157	11031745	1	OVERHEAD STORAGE, FRONT OF 10" RR W/DOORS
158	84541700	2	INSTALLATION OF CUSTOMERS 2-WAY RADIO ANTENNA (2)
159	84561010	1	CAMERA SYSTEM, FRC, INVIEW TRUEVIEW, SINGLE CAMERA (WIRED) CAMERA MOUNTING LOCATION REAR OF BODY
160	11088888	1	OFFICER'S SPEEDOMETER
			PUMP & PLUMBING
161	60080020	1	PUMP, HALE QMAX XS 1500 GPM SINGLE STAGE
162	60025000	1	GEARBOX, HALE, G-SERIES, REAR MOUNTED
163	60025950	1	PUMP GEARBOX YOKE, 1710
164	60026025	1	MECHANICAL PUMP SEAL, HALE (PRG)
165	60031005	1	ALLOY ANODES, HALE (2)
166	60035123	1	PUMP TEST, THIRD PARTY TESTING
167	61510000	1	AUXILIARY COOLER (HEAT EXCHANGER)
168	62010002	1	STAINLESS STEEL PIPING
169	66090010	1	3" TANK-TO-PUMP W/CHECK VALVE
170	61729120	1	VALVE, AKRON, HEAVY DUTY
171	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
172	73090001	1	TANK FILL 2"
173	61729120	1	VALVE, AKRON, HEAVY DUTY
174	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
175	61090009	1	PRESSURE GOVERNOR, FIRE RESEARCH, PUMP BOSS
176	61290020	1	INTAKE PRESSURE CONTROL, TFT A1860
177	63021500	1	6" MAIN SUCTION, LEFT SIDE
178	65090000	1	2.5" LEFT SIDE INLET
179	61729120	1	VALVE, AKRON, HEAVY DUTY

Line	Item #	Qty	Item Description/Comments
180	61770905	1	ACTUATOR, VALVE, SWING CONTROL
181	60036010	1	THREADS, NST
182	63025500	1	6" MAIN SUCTION, RIGHT SIDE
183	70525900	1	2.5" DISCHARGE, LEFT - POSITION 1
184	61729120	1	VALVE, AKRON, HEAVY DUTY
185	61770915	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1 W/ RACK & SECTOR
186	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
187	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
188	60036010	1	THREADS, NST
189	71025910	1	4" DISCHARGE, RIGHT - POSITION 3
190	61729120	1	VALVE, AKRON, HEAVY DUTY
191	61770945	1	ACTUATOR, VALVE, ELECTRIC, AKRON 9333
192	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
193	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
194	60036010	1	THREADS, NST
195	71025900	1	2.5" DISCHARGE, RIGHT - POSITION 4
196	61729120	1	VALVE, AKRON, HEAVY DUTY
197	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
198	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
199	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
200	60036010	1	THREADS, NST
201	71590000	1	DISCHARGE, 2.5" LEFT REAR
202	61729120	1	VALVE, AKRON, HEAVY DUTY
203	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
204	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
205	61810160	1	DISCHARGE TERMINATION, STRAIGHT

Line	Item #	Qty	Item Description/Comments
206	60036010	1	THREADS, NST
207	71990000	1	DISCHARGE 2.5" FRONT/LEFT OF MAIN HOSEBED
208	61729120	1	VALVE, AKRON, HEAVY DUTY
209	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
210	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
211	61810160	1	DISCHARGE TERMINATION, STRAIGHT
212	60036010	1	THREADS, NST
213	72090000	1	DISCHARGE 2.5" FRONT/RIGHT OF MAIN HOSEBED
214	61729120	1	VALVE, AKRON, HEAVY DUTY
215	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
216	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
217	61810160	1	DISCHARGE TERMINATION, STRAIGHT
218	60036010	1	THREADS, NST
219	72290000	1	1.5" FRONT BUMPER DISCHARGE, 2" PLUMBING FRONT DISCHARGE SWIVEL LOCATION/TROUGH = TOP OF BUMPER. (NOTED 11.30.23)
220	61729120	1	VALVE, AKRON, HEAVY DUTY
221	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
222	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
223	60036010	1	THREADS, NST
224	72240100	1	VERTICAL STOP PINS FOR FRONT BUMPER SWIVEL VERTICAL STOP PINS = INSTALLED ONE EACH SIDE OF THE FRONT BUMPER SWIVEL TO KEEP THE HOSE FROM SWINGING INTO THE CAB
225	72590002	1	DECK GUN DISCHARGE 3"
226	61729120	1	VALVE, AKRON, HEAVY DUTY
227	61770945	1	ACTUATOR, VALVE, ELECTRIC, AKRON 9333
228	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
229	72570100	1	DECK GUN TERMINATION, THREADED
230	72890005	1	CROSSLAY, ONE 2.5" & SPEEDLAYS, TWO 2" W/SWIVELS & POLY LIFT-OUT TRAYS CROSSLAY HOSE LOAD REQUIREMENT = 2.5" CROSSLAY TO BE DRY
231	61729120	3	VALVE, AKRON, HEAVY DUTY

Line	Item #	Qty	Item Description/Comments
232	61770900	3	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
233	77090000	3	GAUGE, DISCH, CLASS 1 2.5"
234	60036010	3	THREADS, NST
235	72910805	1	COVERS, ALUM/VINYL FOR CROSSLAY/SPEEDLAY
236	72932201	1	COVER FASTENERS, BUNGIE CORDS WITH RED TAB
237	61742000	1	MASTER PUMP DRAIN, MULTIPORT
238	61790510	9	DRAIN VALVES, HALE, LIFT-UP
			FOAM SYSTEM
239	73570300	1	FOAM SYSTEM, FOAMPRO 2002, 5.0 GPM
240	73531425	1	FOAM TANK 30 GALLON BUILT INTO BOOSTER TANK
241	73588888	1	FOAM PLUMBED TO 4 DISCHARGES
			PUMP PANEL
242	74914130	1	PRG SM3 - SIDE MOUNT PUMP PANEL (CROSSLAY/SPEEDLAYS)
243	74928130	1	PUMP MODULE LENGTH, 51"
244	74929130	1	HALE PUMP MODULE CONFIGURATION, SIDE MOUNT, CROSSLAY W/ SPEEDLAYS
245	74930740	1	PANEL FINISH, BLACK ARMADILLO
246	74931055	1	COLOR CODING
247	74931250	1	DISCHARGE GAUGE BEZELS, CHROME
248	74931290	1	PUMP MODULE FRAMEWORK, SWIRL FINISH
249	74931390	1	PUMP FINISH, PAINTED BY PUMP MFG
250	74931590	1	PLUMBING FINISH, NON-PAINTED NON-PAINTED PLUMBING = STAINLESS STEEL WELDS SHALL BE TREATED/COATED
251	74931694	1	EXTERIOR DUNNAGE AREA PANEL, ARMADILLO
252	75040215	1	TROUGH IN RUNNING BOARD, BOTH SIDES RUNNING BOARD TROUGH COVER = VELCRO STRAPS
253	75088888	1	PUMP PANEL BLACKOUT (NOT LISTED ANOTHER PLACE) TROUGHS IN RUNNING BOARDS, BOTH SIDES
254	75590010	1	PUMP OPERATOR LIGHTS, LED
255	75590110	1	PUMP PANEL LIGHTS OFFICER'S SIDE, LED
256	76090002	1	PUMP PANEL GAUGES & CONTROLS

Line	Item #	Qty	Item Description/Comments
257	60090030	1	PUMP PRIMER, TRIDENT, AIR
258	60028310	1	PRIMER BUTTON - MAIN SUCTION
259	76025110	1	COMPRESSION FITTINGS ON AIR SYSTEM
260	76590000	1	GAUGES, MASTER, CLASS 1 4.5"
261	77590001	1	GAUGE, WATER LEVEL, CLASS 1, INTELLI-TANK ITL-40
262	77532113	3	GAUGE, WATER LEVEL, WHELEN PSTANK2 LED LOCATIONS: TBD
263	77590035	1	GAUGE, FOAM LEVEL, CLASS 1, INTELLI-TANK ITL-40
			WATER TANK
264	83525200	1	WATER TANK BRAND, UPF
265	83590005	1	WATER TANK, 1000 GAL, POLY
			BODY
266	80089500	1	BODY SUBFRAME, PROGRAM 1 PUMPER
267	80189570	1	BODY G7 - ALUM 40/51 ELEC LAD RACK
			BODY COMPARTMENTS
268	81165705	1	UNISTRUT TRACK IN COMPTS
269	80290026	1	COMPT DOORS, AMDOR ROLL-UP, PAINTED
270	80230620	1	DOOR SILL PROTECTION, BODY COMPTS, NOT FACTORY PROVIDED
271	80225100	1	REAR COMPT DOOR (A1) AMDOR ROLL-UP, SATIN FINISH
272	80230650	1	DOOR SILL PROTECTION, REAR COMPT, NOT FACTORY PROVIDED
273	80230300	1	COMPT INTERIOR FINISH, SMOOTH
274	84531230	1	COMPT LIGHTING, AMDOR LED LIGHT STRIPS, 2 PER COMPT
			BODY EXTERIOR
275	81380000	1	HOSEBED W/REMOVABLE ALUMINUM FLOORING 1200' OF 5" 200' OF 1.75" 200' OF 1.75" 300' OF 2.5"
276	81410200	1	COVER, ALUMINUM 2 PC, MAIN HOSE BED
277	81331150	1	ALUM HOSEBED COVER SUPPORT, FIXED CENTER
278	81431210	1	REAR HOSEBED COVER, WEBBING

Line	Item #	Qty	Item Description/Comments
279	81440230	1	COVER FASTENERS, METAL AIRPLANE LATCHES
280	81330303	3	HOSE BED DIVIDERS, ADJ
281	81332015	1	HOSEBED LIGHTING, FRONT, TECNIQ E44 LED LIGHT STRIP
282	81910100	1	HANDRAILS, KNURLED STS
283	82290010	1	STEPS, FRONT BODY, IC FOLD DOWN W/LIGHT
284	82390001	1	STEPS, REAR BODY (14x11 & 14x8)
285	82521500	1	RUB RAILS, BLACK POLY UHMW
286	83010050	1	ALUMINUM TREADPLATE
287	83030350	1	REAR STEP/TAILBOARD CORNERS, 45 DEGREE
288	80290062	1	OIL DRY HOPPER W/ SCBA CYLINDERS COMPT (2 TRIPLE-FMI, 1 SINGLE-SIG4)
289	80290220	1	DIVIDER FOR (2) TRIPLE SCBA COMPARTMENTS
290	80290310	1	DOOR FINISH, BRUSHED STAINLESS, SINGLE/DOUBLE SCBA COMPT
291	80290420	2	DOOR FINISH, BRUSHED STAINLESS, TRIPLE SCBA COMPT
292	80290520	1	DOOR FINISH, BRUSHED STAINLESS, OIL DRY HOPPER
293	88520100	1	SUCTION HOSE, (2) 10' SECT 6" KOCHEK LIGHTWEIGHT
294	88540250	1	SUCTION HOSE COMPARTMENT (CAN ACCOMMODATE (1) 10’ FOLDING & (3) PIKE POLES)
295	88550100	1	STRAINER, 6" KOCHEK BARREL
296	89988888	1	ZIAMATIC EXTEND-DOWN SUCTION RACK
297		1	**BODY BLACKOUT (NOT LISTED OTHER PLACES)** BODY TREAD, FRONT BODY TREAD, TOP SCBA DOORS FUEL DOOR TRAFFIC ADVISOR COVER TOP BODY TREAD ABOVE WATER TANK/FORWARD OF HEADER FENDERETTES, BODY TAILBOARD
298	83030710	1	REAR FENDERS, ALUMINUM SMOOTH PAINTED
299	89010000	1	DUO-SAFETY 900A 24'2-SEC & 775A 14' ROOF & 10' FOLDING
300	89590006	1	ZIAMATIC QUIC-LIFT ELECTRIC LADDER RACK, EXTEND DOWN
301	89530250	1	LADDER RACK ALARM, LEO LA20

Line	Item #	Qty	Item Description/Comments
			ELECTRICAL
302	**84550199**	**1**	**LICENSE PLATE BRACKET - NOT PROVIDED**
303	**84511100**	**1**	**BODY ELECTRICAL DESCRIPTION**
304	**84520000**	**1**	**BACK UP ALARM, ECCO SA917**
305	**85010410**	**2**	**TAILLIGHTS, WHELEN M6 SERIES, LED STOP/TAIL/TURN/REVERSE, TRIPLE HOUSING**
306	**85110100**	**1**	**ICC LIGHTS, LED**
307	**85130100**	**1**	**MARKER LIGHTS, BRITAX, FLEXIBLE, LED, PAIR, ON SIDES OF BODY, REAR CORNERS**
308	**85510200**	**1**	**STEP LIGHTS, LED, REAR BODY & WHELEN 2G AT PUMP PANEL**
309	**85710040**	**1**	**UNDERCARRIAGE GROUND LIGHTS, WHELEN 2G LED**
310	**86528999**	**1**	**DELETE REAR WORK LIGHTS**
311	**86600000**	**1**	**OPTICAL WARNING SYSTEM, UPPER**
312	**86610100**	**1**	**UPPER WARNING LIGHTS, ZONE A (FRONT), WHELEN FREEDOM IV 72" LED LIGHT BAR, F4N7QLED, 8 MODULES**
313	**86920100**	**1**	**UPPER ZONE A LIGHTBAR, STANDARD CONFIGURATION** ZONE A, UPPER LIGHTBAR STANDARD CONFIGURATION = SINGLE LIGHT BAR: (2) END RED LED MODULES, (2) CORNER RED LED MODULES, (2) FORWARD-FACING RED LED MODULES AND (2) FORWARD-FACING WHITE LED MODULES. ALL CLEAR OUTER LENSES. INSTALLED ON THE CAB ROOF AS FAR FORWARD AS POSSIBLE WITH TWO (2) MK8H 5IN. CAST ALUMINUM RISERS
314	**86910130**	**1**	**OPTICOM, STAND-ALONE, GTT 794H LED**
315	**86699999**	**1**	**UPPER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), COVERED BY ZONES A & C**
316	**86710110**	**1**	**UPPER WARNING LIGHTS, ZONE C (REAR), WHELEN LED BEACONS UPPER & LOWER, B6MM**P (PAIR)** Zone C, Upper Rear Beacon Color/Details = L31 BEACONS WILL BE RED WITH CLEAR LENS, M7's WILL BE RED WITH CLEAR LENS 0/S, BLUE WITH CLEAR LENS D/S
317	**86899999**	**1**	**UPPER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), COVERED BY ZONES A & C**
318	**87100000**	**1**	**OPTICAL WARNING SYSTEM, LOWER (PUMPER)**
319	**87110210**	**4**	**LOWER WARNING LIGHTS, ZONE A (FRONT), WHELEN M6 LED, M6*** ZONE A, LOWER WARNING LIGHT COLOR, LENS COLOR, DETAILS = RED WITH RED LENS, BLACK BEZELS
320	**87811130**	**1**	**LOWER, ZONE A - MOUNTING LOCATION (DUAL HOUSINGS)** ZONE A, LOWER - FRONT, MOUNTING LOCATION = (2) WARNINGS IN TOP HEADLIGHT HOUSING, EACH SIDE
321	**87210200**	**1**	**LOWER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), WHELEN M6 LED, M6* (QTY 2), ION T-SERIES LED, TLI* (QTY 1)** ZONE B, LOWER OFFICER'S SIDE WARNING LIGHT COLOR, LENS COLOR, DETAILS = RED WITH RED LENS, BLACK BEZELS
322	**87812110**	**1**	**LOWER, ZONE B - MOUNTING LOCATION (PUMPERS, TANKERS, RESCUES)**

Line	Item #	Qty	Item Description/Comments
			ZONE B, LOWER - OFFICER'S SIDE, MOUNTING LOCATION = -(1) WARNING LIGHT NEAR THE FRONT CORNER OF THE APPARATUS. -(1) WARNING LIGHT NEAR THE REAR AXLE. -(1) WARNING LIGHT NEAR THE REAR CORNER OF THE APPARATUS.
323	**87310200**	**2**	**LOWER WARNING LIGHTS, ZONE C (REAR), WHELEN M6 LED, M6*** ZONE C, LOWER REAR WARNING LIGHT COLOR, LENS COLOR, DETAILS = RED WITH RED LENS, BLACK BEZELS
324	**87410200**	**1**	**LOWER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), WHELEN M6 LED, M6* (QTY 2), ION T-SERIES TLI* (QTY 1)** ZONE D, LOWER DRIVER'S SIDE WARNING LIGHT COLOR, LENS COLOR, DETAILS = RED WITH RED LENS, ION WILL BE RED WITH CLEAR LENS, BLACK BEZELS
325	**87814110**	**1**	**LOWER, ZONE D - MOUNTING LOCATION (PUMPERS, TANKERS, RESCUES)** ZONE D, LOWER - DRIVER'S SIDE, MOUNTING LOCATION = -(1) WARNING LIGHT NEAR THE FRONT CORNER OF THE APPARATUS. -(1) WARNING LIGHT NEAR THE REAR AXLE. -(1) WARNING LIGHT NEAR THE REAR CORNER OF THE APPARATUS.
326	**87037238**	**2**	**ADDITIONAL LIGHTBARS, WHELEN MINI FREEDOM IV 21" LED LIGHT BARS, F4NMINI** LIGHT BAR MOUNTING LOCATION = ABOVE CREW DOORS
327	**87040000**	**1**	**TRAFFIC ADVISOR, WHELEN LED, TAL65 36"**
328	**88391200**	**2**	**SCENE LIGHT, WHELEN PIONEER PFH2, 12V LED, BROW (2)** BLACK; MOUNTED ON ANGLED PORTION OF THE CAB ROOF (FRONT); SWITCHED INSIDE
329	**88391310**	**2**	**SCENE LIGHT, WHELEN PIONEER PCPSM2*, 12V LED, SURFACE MOUNT** BLACK; ONE (1) D/S CAB ABOVE EMS COMPARTMENT ONE (1) O/S CAB ABOVE EMS COMPARTMENT SWITHCED INSIDE
330	**86537811**	**6**	**SCENE LIGHTS, WHELEN 900 LED, SURFACE MOUNT** D/S MODULE (DUNNAGE) D/S REAR SIDE BODY O/S MODULE (DUNNAGE) O/S REAR SIDE BODY D/S REAR (TIED TO REVERSE) (NO TRIM) O/S REAR (TIED TO REVERSE) (NO TRIM)
331	**88399940**	**4**	**ADDITIONAL SWITCH, 3-WAY FOR 12V LIGHTS**
332		**1**	**CLAR NOTES, ALL BEZELS SHALL BE BLACK**
			PAINT & FINISH
333	**89910000**	**1**	**CORROSION REDUCTION PROGRAM (SPECS)**
334	**90010020**	**1**	**PAINT SCHEME**
335	**90030007**	**1**	**TWO TONE CAB**
336	**90029920**	**1**	**PAINT BREAK #2 - TOP OF GRILLE** UPPER COLOR FOR TWO TONE PAINT = BLACK LOWER COLOR FOR TWO TONE PAINT = RED
337	**90030154**	**1**	**PAINT FRAME RAILS & BODY REAR DROP - BLACK**
338	**90030190**	**1**	**TEXTURED FRAME RAIL COATING**
339	**90030015**	**1**	**A/C CONDENSER PAINTED ROOF COLOR**

Line	Item #	Qty	Item Description/Comments
340	90630630	1	1/2" NON-REFLECTIVE VINYL STRIPE AT CAB PAINT BREAK
341	90680120	1	CHEVRON STRIPING, REAR BODY OUTBOARD, REFLEXITE
342	90680320	1	CHEVRON STRIPING, ABOVE REAR COMPT DOOR, REFLEXITE
			EQUIPMENT
343	91010000	1	MISC EQUIP - (1) PINT TOUCH-UP PAINT, STAINLESS STEEL NUTS & BOLTS
344	91030700	1	ZIAMATIC SAC-44 FOLDING WHEEL CHOCKS (PAIR) MTD W/ SQCH-44H HOLDERS
			COMPLETION & WARRANTY
345	99010100	1	MANUALS, ELECTRONIC VERSION (2-USB)
346	99031195	1	DEALER DELIVERY
347	99520110	1	WARRANTY, ONE YEAR
348	99521100	1	WARRANTY, FRAME, LIFETIME
349	99521200	1	WARRANTY, CAB STRUCTURAL, 10 YR.
350	99521300	1	WARRANTY, BODY STRUCTURAL, 10 YR.
351	99521400	1	WARRANTY, PAINT, 10 YR.
352	99521900	1	WARRANTIES, MAJOR VENDOR COMPONENTS
			DEALER SUPPLIED
353	Other	1	DEALER SUPPLIED - GRAPHICS
354	Other	1	DEALER SUPPLIED - TOOL MOUNTING
355	Other	1	DEALER SUPPLIED - PUMP COMPARTMENT HEATER & HEAT PAN
356	Other	1	DEALER SUPPLIED - FULL WIDTH MUDFLAP
357	Other	1	DEALER SUPPLIED - DECK GUN MONITOR WITH QUAD TIPS AND STREAM SHAPER. THIS WILL BE THE SAME SETUP AS E22.

PROPOSAL

TO THE:
Biddeford Fire Department
Attn: Chief Best
152 Alfred Road
Biddeford, Maine 04005

DATE: December 27, 2023

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this proposal:

One (1) Sutphen Custom Pumper Complete and Delivered for the Total Sum of

..... $933,552.00

The unit shall be manufactured completely in accordance to the following proposal and delivered in approximately **40-42** months from the date of the contract signing or purchase order, subject to delays from all causes beyond our control.

This proposal is contingent upon and includes fees for this apparatus to be purchased through Sourcewell Cooperative purchasing agency. Sutphen's contract number with Sourcewell is 113021-SUT.

This proposal shall be valid **UNTIL December 31, 2023**. If the purchase order is not received within this proposed duration, we reserve the right to extend, withdraw, or modify our proposal, including pricing, delivery times, and prepayment discounts as applicable.

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

Respectfully submitted,

Larry Dingee

Larry Dingee
Dingee Machine Company
Authorized Representative for Sutphen Corporation