

**NOTICE OF A REGULAR MEETING OF
THE FRIEDMAN MEMORIAL AIRPORT AUTHORITY**

PLEASE TAKE NOTICE that a regular meeting of the Friedman Memorial Airport Authority shall be held Tuesday, September 5, 2023 at 5:30 p.m. at the **Old Blaine County Courthouse Meeting Room Hailey, Idaho.**

This meeting is open to the public and attendees are able to attend in person or by web access. Web access instructions below:

Please join the meeting from your computer, tablet, or smartphone.

<https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting>

Meeting ID: 241 310 773 002

Meeting Passcode: TSKRDd

You can also dial in using your phone.

United States: 1 (208) 996-1013

Dial In Conference ID: 436 433 38#

The proposed Agenda for the meeting is as follows:

**AGENDA
September 5, 2023**

- I. APPROVE AGENDA – ACTION ITEM**
- II. PUBLIC COMMENT (10 Minutes Allotted)**
- III. FRIEDMAN MEMORIAL AIRPORT AUTHORITY MEETING MINUTES OF:**
 - A. August 1, 2023 Regular Meeting – Motion to Approve – **Attachment #1 ACTION ITEM**
- IV. REPORTS**
 - A. Chair Report
 - B. Blaine County Report
 - C. City of Hailey Report
 - D. Fly Sun Valley Alliance Report
 - E. Airport Team Report
- V. AIRPORT STAFF BRIEF (5 Minutes Allotted)**
 - A. Noise Complaints in August
 - B. Profit & Loss, ATCT Traffic Operations Count and Enplanement Data – **Attachment #2 – #4**
 - C. Airport Commercial Flight Interruptions (unofficial)
 - D. Review Correspondence – **Attachment #5**
- VI. ACTION ITEMS (a vote may occur but is not required to be taken)**
 - A. NEW BUSINESS
 - 1. SUN Accounting Policies and Procedures Manual – Consideration of Acceptance – **ACTION ITEM Attachment #6**
 - 2. Consideration of Notice of Award to Oshkosh Procurement of new Striker 6x6 ARFF vehicle – **Attachment #7 – #8**
 - B. CONTINUING BUSINESS
 - 1. Future Aeronautical Development RFP – Discussion and Consideration of Acceptance – **ACTION ITEM Attachment #9**
- VII. UPDATES AND DISCUSSION**
 - A. NEW BUSINESS
 - 1. Ranch Management RFP – Discussion – **Attachment #10**
 - B. CONTINUING BUSINESS
 - 1. Miscellaneous
 - i. None
 - 2. Construction and Capital Projects
 - i. None
 - 3. Airport Planning Projects
 - i. None
- VIII. PUBLIC COMMENT**
- IX. ADJOURNMENT**

FRIEDMAN MEMORIAL AIRPORT AUTHORITY MEETINGS ARE OPEN TO ALL INTERESTED PARTIES. SHOULD YOU DESIRE TO ATTEND A BOARD MEETING AND NEED A REASONABLE ACCOMMODATION TO DO SO, PLEASE CONTACT THE AIRPORT MANAGER'S OFFICE AT LEAST ONE WEEK IN ADVANCE BY CALLING 208-788-4956 OR WRITING TO 1616 AIRPORT CIRCLE, HAILEY, IDAHO 83333.

FMAA Meeting Brief 09-05-23

III. FRIEDMAN MEMORIAL AIRPORT AUTHORITY MEETING MINUTES OF:

A. August 1, 2023 Regular Meeting – Motion to Approve – **Attachment #1 ACTION ITEM**

IV. REPORTS

A. Chair Report

This item is on the agenda to permit a Chair report if appropriate.

B. Blaine County Report

This item is on the agenda to permit a County report if appropriate.

C. City of Hailey Report

This item is on the agenda to permit a City report if appropriate.

D. Fly Sun Valley Alliance Report

This item is on the agenda to permit a report if appropriate.

E. Staff Team Report

This item is on the agenda to permit a Staff Team's report if appropriate.

V. AIRPORT STAFF BRIEF – (5 Minutes Allotted)

A. Noise Complaints in August

LOCATION	DATE	TIME	AIRCRAFT TYPE	INCIDENT	ACTION/RESPONSE
Broadford Rd Hailey, ID	8/6/2023	4:30pm	WWII - B26	Low flying aircraft over resident's house	The Airport Director called the resident back and explained that the aircraft was an old WWII aircraft that doesn't frequent the airport often. The airplane has old radial engines that are noisy and result in poor climb performance.
Central Hailey	8/15/2023	9:41am	Multiple	Hailey resident called to report multiple departures to the north, airplanes taking off whenever they want, and flying at what she perceives to be at low and extremely dangerous altitudes. Callers wants airport to restrict northbound departures or have aircraft to wait until winds are favorable for south departures.	FMA experienced multiple northbound departures on Tuesday morning, the 15th, due to strong and consistent winds out of the north. While not common, north bound departures are not unsafe or illegal. Using ADSB flight tracking data, the Airport reviewed all flight tracks and observed that the operations were conducted in accordance with best practices and safety regulations. As a reminder, pilots are responsible for ensuring the safety and legality of their flight operations. Additionally, airspace usage within the United States falls under the sole jurisdiction of FAA Air Traffic Control. As a public use, federally obligated airport, FMA does not have the authority to direct, reroute, control or restrict aircraft operations based on aircraft type, time of operation, date, or direction of flight.

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B. Profit & Loss, ATCT Traffic Operations Count and Enplanement Data - **Attachments #2 - #4**

Attachment #2 is Friedman Memorial Airport Profit & Loss Budget vs. Actual (unaudited)

Attachment #3 is ATCT Traffic Operations Record comparison by month.

Attachment #4 is Enplanements, Deplanements and Seat Occupancy data.

The following revenue and expense analysis is provided for Board information and review:

July 2023

Total Non-Federal Revenue	July, 2023	\$1,393,030
Total Non-Federal Revenue	July, 2022	\$885,678
Total Non-Federal Revenue	FY '23 thru July	\$7,008,611
Total Non-Federal Revenue	FY '22 thru July	\$6,310,996
Total Non-Federal Expenses	July, 2023	\$306,788
Total Non-Federal Expenses	July, 2022	\$287,878
Total Non-Federal Expenses	FY '23 thru July	\$3,878,738
Total Non-Federal Expenses	FY '22 thru July	\$3,049,922
Net Income excluding Federal Programs	FY '23 thru July	\$3,129,873
Net Income excluding Federal Programs	FY '22 thru July	\$3,261,073
Net Income to include Federal Programs	FY '23 thru July	\$1,170,237
Net Income to include Federal Programs	FY '22 thru July	\$1,329,538

C. Airport Commercial Inbound Flight Interruptions (unofficial):

AIRLINE	FLIGHT CANCELLATIONS	FLIGHT DIVERSIONS
	August 2023	August 2023
Alaska Airlines	1	1
Delta	0	1
United	2	0

D. Review Correspondence **Attachment #5**

VI. ACTION ITEMS (a vote may occur but is not required to be taken)

A. NEW BUSINESS

1. SUN Accounting Policies and Procedures Manual – Consideration of Acceptance – **ACTION ITEM Attachment #6**

Based on recommendations from our auditors, Staff has developed a DRAFT Accounting Policies and Procedures document for Board review and acceptance. Legal counsel has reviewed the DRAFT document and it was then disseminated to the Finance Committee for review on August 30th. This DRAFT is included as **Attachment #6**.

Action requested: Motion to approve and accept the SUN DRAFT Accounting Policies and Procedures document.

2. Consideration of Notice of Award to Oshkosh Procurement of new Striker 6x6 Aircraft Rescue Firefighting (ARFF) Vehicle – **Attachment #7 – #8**

Consistent with Board approval of the FY 2024 Expenditure budget last month, Staff has begun to perform the necessary due diligence and coordination with our engineer and Oshkosh Airport Products to confirm an intent to order the budgeted Striker 6x6 ARFF vehicle. This vehicle will replace our former primary ARFF vehicle and serve as an enhancement to ARFF equipment services based on our fleet mix of high performance general aviation and commercial aircraft that use SUN. The acquisition is also consistent with our goals to modernize and enhance our overall equipment fleet.

As indicated above, this expense is budgeted in the approved FY 2024 budget and will be procured using our Sourcewell Cooperative Purchasing Program membership allowing us to use our local funds and bypass the FAA bidding and procurement process.

Current lead time for delivery is approximately 14 months. Oshkosh is holding a spot in the queue, pending Board approval of a Notice to Award, Procurement Agreement, and finalization of other contract details.

Presented for Board review, discussion and approval are the Notice of Award (**Attachment #7**) and Procurement Agreement (**Attachment #8**) to Oshkosh Airport Products for Board consideration.

Action requested: Motion to approve Notice of Award to Oshkosh Airport Products in the amount of \$1,217,310 and execution of the Procurement Agreement for the order and acquisition of a new Striker 6x6 ARFF vehicle.

B. CONTINUING BUSINESS

1. Future Aeronautical Development RFP – Discussion and Consideration of Acceptance – **ACTION ITEM Attachment #9 - #10**

FMAA Meeting Brief 09-05-23

A draft RFP for initial review by the full Board and public was introduced at the June meeting and is included as **Attachment #9**. No material changes (minor grammatical changes only) were made to the draft RFP since the last meeting.

This agenda item is once again for the Board to have additional discussion about the draft RFP as deemed appropriate and allow for any additional public comment.

VII. UPDATES AND DISCUSSION

A. NEW BUSINESS

1. Ranch Management Draft RFP – Discussion – **Attachment #10**

Staff has developed a draft Ranch Management RFP for ranch management activities beginning spring of 2024. The draft RFP for initial review by the full Board and public was introduced at the August meeting and is included as **Attachment #10**. No material changes were made to the draft RFP since the last meeting.

This agenda item is once again for the Board to have additional discussion about the draft RFP as deemed appropriate and allow for any additional public comment.

B. CONTINUING BUSINESS

1. Miscellaneous

i. None

2. Construction and Capital Projects

i. None

3. Airport Planning Projects

i. None

VIII. PUBLIC COMMENT

IX. ADJOURNMENT

**MINUTES OF A REGULAR MEETING
OF THE
FRIEDMAN MEMORIAL AIRPORT AUTHORITY
August 1, 2023
5:30 P.M.**

IN ATTENDANCE:

BOARD MEMBERS:

Board Chair – Martha Burke, Vice Chair – Muffy Davis, Secretary – Angenie McCleary, Board Members - John Strauss, Sam Linnet, Jacob Greenberg, Lindsay Mollineaux, Treasurer – Ron Fairfax

FRIEDMAN MEMORIAL AIRPORT STAFF:

Airport Director – Chris Pomeroy, Deputy Director, Finance & Administration – Jenna Elliott, Deputy Director, Operations & Maintenance – Tim Burke, Security Manager – Steve Guthrie, Administrative Coordinator II – Janice Hicks

CONSULTANTS:

Ardurra – Nathan Cuvala; Mead & Hunt – Brad Rolf

AIRPORT LEGAL COUNSEL:

Lawson Laski Clark PLLC – Jim Laski, Kaplan Kirsch Rockwell – Peter Kirsch

CALL TO ORDER: The meeting was called to order at 5:30 p.m. by Board Chair Burke

I. APPROVE AGENDA (0:00)

A motion to approve the agenda as presented.

MOTION: *Made by Board Member McCleary to approve the agenda as presented.
Seconded by Vice Chair Davis.*

PASSED UNANIMOUSLY

II. PUBLIC COMMENT (1:53)

Hailey resident, Larry Schoen, wanted to ensure that the Airport Board was aware of the incident on Sunday, July 30, 2023. Access to the airport was blocked due to highway construction at the intersection of Highway 75 and Airport Way, with no alternative route marked; all vehicles were turned away. Secretary McCleary responded by saying that there is a meeting, Thursday, August 3rd, with the Regional Transportation Committee and this incident is added to the agenda to discuss with the ITD. She strongly encouraged residents to show up for public comment. Airport Director Pomeroy added that he reached out to the prime contractor foreman who confirmed ITD was adamant that access was to be maintained to Airport Way; somewhere along the way, communication was lost. He has requested improved coordination and believes it will be better moving forward.

III. PUBLIC HEARING – ACTION ITEM (10:14)

A. FY '24 Budget – Motion to Approve – Attachment #1 - #2 ACTION ITEM

Deputy Director, Finance & Administration Jenna Elliott briefly described the finalized proposed budget and stated the numbers have not changed since the July meeting presentation.

MOTION: *Made by Secretary McCleary to approve the proposed Friedman Memorial Airport Expenditure Budget for FY 2024 in the amount of \$10,933,877.
Seconded by Board Member Linnet.*

PASSED UNANIMOUSLY

IV. APPROVE FMAA MEETING MINUTES

(13:48)

- A. July 11, 2023, Regular Meeting – Motion to Approve – **Attachment #3 ACTION ITEM**

MOTION: *Made by Board Member Davis to approve the minutes as presented.
Seconded by Board Member Strauss.*

PASSED UNANIMOUSLY

V. REPORTS

(14:46)

- A. Chair Report

No report given.

- B. Blaine County Report

Board Secretary McCleary reported the County approved the FY 2024 Budget for \$42,444,267.

- C. City of Hailey Report

No report given.

- D. Fly Sun Valley Report

Carol Waller reported advanced bookings look good for the fall and she expects to have the expanded winter service finalized by the end of September.

- E. Airport Team Reports (see PowerPoint Presentation)

(18:16)

Airport Director Pomeroy reported July passenger enplanements were up 5% from July 2022. Year-to-date enplanements were up 18% versus 2022.

Operations for July were down 11% from July 2022. Overall operations were down 1% year-to-date from 2022.

Airport Director Pomeroy referenced the noise complaints in July, specifically late-night helicopter activity. He wanted to reiterate that a requirement for receiving federal funding from the FAA, the airport is obligated to remain open 24 hours/day, 7 days/week, 365 days/year. The voluntary noise abatement in place is just that, voluntary. He stated that 95% or more of the operations that occur late at night or very early in the morning are due to Air St. Lukes life fighting patients to Boise.

Deputy Director, Finance & Administration Elliott reported on the airline lease negotiations, stating the lease committee had a meeting with the consultants last week and comments from all airlines have now been received. The staff and Ricondo will meet next week to finalize the details and the plan is to have a draft lease agreement before the Board at the September meeting.

Security Manager Guthrie reported that he will be attending the AAAE Credentialing & Access Control Conference in San Diego, CA, August 21 – 25.

VI. AIRPORT STAFF BRIEF

- A. Noise Complaints in July.

- B. Profit & Loss, ATCT Traffic Operations Count and Enplanement Data (**See Attachment #4-#6**)

C. Airport Commercial Flight Interruptions (unofficial)

D. Review Correspondence

VII. ACTION ITEMS

A. NEW BUSINESS (28:19)

1. None

B. CONTINUING BUSINESS (28:26)

1. Future Aeronautical Development RFP – Discussion and Consideration of Acceptance –
ACTION ITEM Attachment #7 - #8

Airport Director Pomeroy stated that the first discussion for the RFP draft was introduced in June; no material changes (minor grammatical changes only) were made to the draft since the last meeting. Tonight, will be the third opportunity for the Board to review public comments.

Airport Director Pomeroy introduced airport attorney Peter Kirsch to respond to the letter from Atlantic Aviation regarding its desire to participate in the upcoming RFP process, which was presented at the last Board meeting. Considering the comments received, he wanted to be clear on the FMAA federal obligations, legal obligations, and exclusive rights. He outlined these in the PowerPoint, slides 21 – 23. For detailed bullet points, please refer to the August 1, 2023 PowerPoint Presentation or Meeting Recording on the iflysun.com website. The two principle legal concerns the Airport Authority must follow are:

- The FMAA must act in a not unjustly discriminatory manner.
- The FMAA must act, when it can do so, to prevent perpetuation of an exclusive right.

Mr. Kirsch stated exclusive rights is a broad term and there are two different senses in which this refers. One being the Airport Authority cannot encourage only one provider, he added it is not a violation of law, but there must be an opportunity for competition. The second being the Airport Authority cannot exclude a person from providing services at the airport if you have adequate facilities. Mr. Kirsch then quoted examples from the FAA Regulations of exclusive rights and obligations for RFPs that were shown on the PowerPoint Presentation. He also touched on public comment with regards to the amount of property available for expansion. He explained there is only a modest portion available for commercial development given the geography and terrain at this time. Mr. Kirsch reviewed the RFP timing as shown in the PowerPoint Presentation, slide 24.

Board Chair Burke then opened the discussion for Board Members. Board Member Strauss had a couple questions from comments made to him from the public regarding the RFP. He asked if Atlantic Aviation has exclusive rights for use of a particular ramp? Airport Director Pomeroy replied that they do not. Mr. Kirsch added that the public has access to the aprons, but the Fixed-Based Operator (FBO) should exercise marshalling and administration, as Atlantic Aviation currently does. He added there are three different proposals possible. One being hangar development on the whole site, second, a FBO on the whole site, and third being a hangar development on a portion and a FBO on another portion.

Board Chair Burke stated the Board is formulating an evaluation committee to score the proposals submitted. The committee, ideally, will be comprised of a County Member, City Member, Financial Consultant, Consulting Firm, and an independent, historically knowledgeable member of the community. Mr. Kirsch reiterated that once the RFP is published, there is a cone of silence that falls on this process. Board Chair Burke opened the floor to public comment.

Kyle Schultz, Senior Vice President of the Mountain Region for Atlantic Aviation, wanted to add some comment on what Mr. Kirsch pointed out with his description to exclusive rights violation. He pointed out the airport sponsor may exclude Atlantic Aviation, but the Board also has the option to include Atlantic Aviation in the RFP process. He appealed to the Board

and asked for consideration to allow Atlantic Aviation to enter their proposal and have it judged on its merits.

Larry Schoen, a Hailey resident, made three points regarding the issuance of the RFP. 1) He didn't see anything with regards to insurance requirements. 2) He's concerned about accountability and the concern with foreign direct investment, should there be conflicts. 3) He questioned if competition will lead to better service and better pricing, or result in a level of conflict at the airport.

Dr. Richard Paris, local resident, pilot, and hangar owner, read a statement with suggestions and requests regarding the Future Aeronautical Development RFP. He addressed the reduction in hangar and ramp space, and the population growth leading to the need for more hangars. He also spoke about the lack of basic services for local and visiting general aviation pilots, giving suggestions of desired improvements. A copy of his notes is attached at the end of these minutes.

There was additional discussion amongst the Board members regarding the acceptance of Atlantic Aviation to participate in the RFP process. Please refer to the audio recording for more detail.

Airport Attorney Jim Laski stated if a motion regarding allowing Atlantic Aviation to participate in the RFP process was presented this evening, it would be a push since the Board appears to be split. Board Member Greenberg felt more discussion with attorneys is needed; Board Member Strauss felt there needs to be more time for public comment.

Board Chair Burke stated discussion will continue until the next board meeting, September 5, 2023, and that meeting will be the last opportunity for public comment. Action will need to be taken on this issue at that time.

VIII. UPDATES AND DISCUSSION

A. NEW BUSINESS

(1:33:32)

1. Ranch Management RFP – Discussion – Attachment #9

Airport Director Pomeroy supplied the Board with a copy of the Ranch Management draft RFP the previous week and ranching activities are expected to begin spring 2024.

Board Member Greenberg commented that the scope and intent are good. He would like to see more details included with regards to asset management. Airport Director Pomeroy responded by saying the definitions would be defined in the lease agreement. Board Member Strauss would like to see a draft or template of the lease agreement included in the RFP.

B. CONTINUING BUSINESS

1. Miscellaneous

(1:40:25)

- i. None

2. Construction and Capital Projects

- i. None

3. Airport Planning Projects

- i. None

IX. PUBLIC COMMENT

(1:40:55)

Larry Schoen, Hailey Resident, recommended language changes to the Ranch Management RFP; he gave specific examples which can be heard on the audio recording. He suggested hiring a third-party consultant to ensure compliance with the lease agreement, and to draft an RFP for that process.

Airport Director Pomeroy reminded the audience that outside the ten plus acres set aside for aeronautical development, the land is not available, and is to remain as is for approach protection, per the purchase agreement with the FAA.

Board Treasurer Fairfax reiterated the Aeronautical Development RFP selection committee's goal was to encourage competition. The RFP was intentionally left open to encourage proposers to come up with unique ideas, ideally to include hangar replacement and access to the general aviation.

X. ADJOURNMENT

The August 1, 2023, Regular Meeting of the Friedman Memorial Airport Authority was adjourned at 7:19 p.m.

Angenie McCleary, Secretary

** Additional resources/materials that should be reviewed with these meeting minutes include but are not limited to the Friedman Memorial Airport Authority Board Packet briefing, the PowerPoint presentation prepared for this meeting and any referenced attachments.*

Public Comment Session FMAA Regular Board Meeting

August 1, 2023

Comments by Richard Paris MD

I am a local resident and airport user since 1979, a hangar owner since 1983, and currently Vice President of Hangars West Condominium Association. Since 1999 I have flown to and from Hailey on a nearly weekly basis for work in two rural health clinics in Challis and Stanley Idaho.

On behalf of my fellow local pilots, hangar owners, and visiting general aviation pilots, I would like to make the following suggestions and requests regarding the Future Aeronautical Development RFP.

While it seems there is a great deal of interest for the board to find proposals that bring in the most financial return to the airport authority, I feel it is important to not forget about the local pilots that have supported the airport for many years. While we have a great airport, FMAA has the opportunity to provide much better customer service to the small general aviation pilots who have been significantly affected by the reductions in hangar space and ramp space over the past few years. In addition, with significant population growth comes the need for more hangars.

In your proposal review, I would ask that you give significant attention to these considerations and not just focus on recruiting a large Jet Service type FBO.

In this spirit I would like to request that you make sure that any approved proposal would include:

- 1) Bathroom and Shower Facility
- 2) A small pilot lounge with Wi-Fi capability for flight planning
- 3) A transient pilot gate capability
- 4) An aircraft wash rack facility (local pilots currently have no access to running water)

I feel that these items are essential additions to be included in the development of the new 10-acre addition to airport facilities.

My next consideration may not be essential but would be highly desired by visiting pilots. There is no doubt that the entire 10 acres will be covered in concrete with permanent structures but there is considerable neighboring land next to this space that could be put to very good use with no additional cost or development. This would involve moving the west side fence there back forty feet and mowing the grass every two weeks during the summer to create a transient airplane camping area. Pilots would camp under the wing and bring their own tiedowns. Since Idaho is more and more becoming a favored destination for backcountry pilots from other states, Friedman Airport could become a very favorable staging area where pilots could buy fuel and food supplies before embarking on their wilderness adventures. Other airports with significant commercial airport operations (ie. Bozeman MT and Fairbanks AK) have found this to be a very nice addition to their usual airport services.

Thank you for your consideration.

Rich Paris

Friedman Memorial Airport Profit & Loss Budget vs. Actual (COMBINED '23)

2:28 PM

08/31/2023

Accrual Basis

Ordinary Income/Expense

Income

4000-00 · AIRCARRIER

4000-01 · Aircarrier - Lease Space

4000-02 · Aircarrier - Landing Fees

4000-04 · Aircarrier - Utility Fees

4010-07 · Aircarrier - '14 PFC App

Total 4000-00 · AIRCARRIER

4020-00 · TERMINAL AUTO PARKING REVENUE

4020-01 · Automobile Parking - Terminal

4020-02 · Automobile Parking - Passes

Total 4020-00 · TERMINAL AUTO PARKING REVENUE

4030-00 · AUTO RENTAL REVENUE

4030-01 · Automobile Rental - Commission

4030-02 · Automobile Rental - Lease Space

4030-03 · Automobile Rental - Auto Prkng

4030-04 · Automobile Rental - Utilities

Total 4030-00 · AUTO RENTAL REVENUE

4040-00 · TERMINAL CONCESSION REVENUE

4040-01 · Terminal Shops - Commission

4040-03 · Terminal Shops - Utility Fees

4040-10 · Advertising - Commission

4040-11 · Vending Machines - Commission

4040-12 · Terminal ATM

Total 4040-00 · TERMINAL CONCESSION REVENUE

4050-00 · FBO REVENUE

4050-01 · FBO - Lease Space

4050-02 · FBO - Overnight Parking Fees

4050-04 · FBO - Commission

Total 4050-00 · FBO REVENUE

4060-00 · FUEL FLOWAGE REVENUE

4060-01 · Fuel Flowage - FBO

Total 4060-00 · FUEL FLOWAGE REVENUE

4070-00 · TRANSIENT LANDING FEES REVENUE

4070-02 · Landing Fees - Non-Comm./Gov't

Total 4070-00 · TRANSIENT LANDING FEES REVENUE

4080-00 · HANGAR REVENUE

4080-01 · Land Lease - Hangar

4080-02 · Land Lease - Hangar/Trans. Fee

4080-03 · Hangar/Utilities (E8,11,24)

4080-05 · Land Lease - FMA Hangar Rentals

Total 4080-00 · HANGAR REVENUE

4090-00 · TIEDOWN PERMIT FEES REVENUE

4090-01 · Tiedown Permit Fees (FMA)

Total 4090-00 · TIEDOWN PERMIT FEES REVENUE

4100-00 · CARGO CARRIERS REVENUE

4100-02 · Cargo Carriers - Tiedown

Total 4100-00 · CARGO CARRIERS REVENUE

4110-00 · MISCELLANEOUS REVENUE

4110-01 · Misc. Revenue

Total 4110-00 · MISCELLANEOUS REVENUE

4120-00 · GROUND TRANSP. PERMIT REVENUE

	Oct '22 - Jul 23	Budget	\$ Over Budget	% of Budget
4000-01 · Aircarrier - Lease Space	185,636.99	474,004.00	-288,367.01	39.16%
4000-02 · Aircarrier - Landing Fees	210,643.56	260,000.00	-49,356.44	81.02%
4000-04 · Aircarrier - Utility Fees	330.00	360.00	-30.00	91.67%
4010-07 · Aircarrier - '14 PFC App	370,231.96	447,780.00	-77,548.04	82.68%
Total 4000-00 · AIRCARRIER	766,842.51	1,182,144.00	-415,301.49	64.87%
4020-01 · Automobile Parking - Terminal	690,347.33	576,250.00	114,097.33	119.8%
4020-02 · Automobile Parking - Passes	1,020.00	250.00	770.00	408.0%
Total 4020-00 · TERMINAL AUTO PARKING REVENUE	691,367.33	576,500.00	114,867.33	119.93%
4030-01 · Automobile Rental - Commission	642,748.34	654,000.00	-11,251.66	98.28%
4030-02 · Automobile Rental - Lease Space	27,643.20	29,000.00	-1,356.80	95.32%
4030-03 · Automobile Rental - Auto Prkng	68,807.00	65,000.00	3,807.00	105.86%
4030-04 · Automobile Rental - Utilities	1,893.74	2,000.00	-106.26	94.69%
Total 4030-00 · AUTO RENTAL REVENUE	741,092.28	750,000.00	-8,907.72	98.81%
4040-01 · Terminal Shops - Commission	22,781.46	12,000.00	10,781.46	189.85%
4040-03 · Terminal Shops - Utility Fees	1,893.57	2,000.00	-106.43	94.68%
4040-10 · Advertising - Commission	43,797.55	45,000.00	-1,202.45	97.33%
4040-11 · Vending Machines - Commission	7,523.03	7,350.00	173.03	102.35%
4040-12 · Terminal ATM	500.00	600.00	-100.00	83.33%
Total 4040-00 · TERMINAL CONCESSION REVENUE	76,495.61	66,950.00	9,545.61	114.26%
4050-01 · FBO - Lease Space	187,935.72	168,998.00	18,937.72	111.21%
4050-02 · FBO - Overnight Parking Fees	281,421.00	417,000.00	-135,579.00	67.49%
4050-04 · FBO - Commission	42,514.93	34,002.00	8,512.93	125.04%
Total 4050-00 · FBO REVENUE	511,871.65	620,000.00	-108,128.35	82.56%
4060-01 · Fuel Flowage - FBO	376,357.32	440,000.00	-63,642.68	85.54%
Total 4060-00 · FUEL FLOWAGE REVENUE	376,357.32	440,000.00	-63,642.68	85.54%
4070-02 · Landing Fees - Non-Comm./Gov't	511,332.45	669,500.00	-158,167.55	76.38%
Total 4070-00 · TRANSIENT LANDING FEES REVENUE	511,332.45	669,500.00	-158,167.55	76.38%
4080-01 · Land Lease - Hangar	709,422.04	658,837.00	50,585.04	107.68%
4080-02 · Land Lease - Hangar/Trans. Fee	219,712.50	23,345.00	196,367.50	941.15%
4080-03 · Hangar/Utilities (E8,11,24)	1,268.89			
4080-05 · Land Lease - FMA Hangar Rentals	33,697.52	33,454.00	243.52	100.73%
Total 4080-00 · HANGAR REVENUE	964,100.95	715,636.00	248,464.95	134.72%
4090-01 · Tiedown Permit Fees (FMA)	37,018.00	31,465.00	5,553.00	117.65%
Total 4090-00 · TIEDOWN PERMIT FEES REVENUE	37,018.00	31,465.00	5,553.00	117.65%
4100-02 · Cargo Carriers - Tiedown	5,472.00	5,500.00	-28.00	99.49%
Total 4100-00 · CARGO CARRIERS REVENUE	5,472.00	5,500.00	-28.00	99.49%
4110-01 · Misc. Revenue	13,650.79	5,000.00	8,650.79	273.02%
Total 4110-00 · MISCELLANEOUS REVENUE	13,650.79	5,000.00	8,650.79	273.02%

	Oct '22 - Jul 23	Budget	\$ Over Budget	% of Budget
4120-01 · Ground Transportation Permit	23,336.66	24,000.00	-663.34	97.24%
4120-02 · GTSP - Trip Fee	4,720.00	5,000.00	-280.00	94.4%
Total 4120-00 · GROUND TRANSP. PERMIT REVENUE	28,056.66	29,000.00	-943.34	96.75%
4400-00 · TSA/SECURITY				
4400-02 · Terminal Lease	35,354.20	41,910.00	-6,555.80	84.36%
4400-03 · Security Prox. Cards	34,560.00	33,540.00	1,020.00	103.04%
Total 4400-00 · TSA/SECURITY	69,914.20	75,450.00	-5,535.80	92.66%
4450-00 · RANCH REVENUE				
4450-01 · Ranch House Rent	600.00			
4450-02 · Ranch Lease	9,000.00			
Total 4450-00 · RANCH REVENUE	9,600.00			
4520-00 · INTEREST REVENUE				
4520-01 · Interest Revenue - General	199,197.99	15,000.00	184,197.99	1,327.99%
4520-07 · Interest Revenue - '14 PFC	213.97			
4520-12 · Interest Revenue - CFC	209.63			
Total 4520-00 · INTEREST REVENUE	199,621.59	15,000.00	184,621.59	1,330.81%
4600-00 · Coronavirus Relief Grants Oper.				
4600-01 · Coronavirus Relief Grants Oper.	2,005,817.18	2,000,000.00	5,817.18	100.29%
Total 4600-00 · Coronavirus Relief Grants Oper.	2,005,817.18	2,000,000.00	5,817.18	100.29%
4749-00 · AIP '49 - Acq. SRE/Pavement Mai				
4749-01 · AIP '49 - Acq. SRE/Pavement Mai	8,258.03			
Total 4749-00 · AIP '49 - Acq. SRE/Pavement Mai	8,258.03			
4750-00 · Terminal Area Plan (TAP)				
4750-01 · Terminal Area Plan	-13,369.35			
Total 4750-00 · Terminal Area Plan (TAP)	-13,369.35			
4752-00 · CARES Act				
4752-01 · CARES Act	-1,290,206.63	3,905,383.00	-5,195,589.63	-33.04%
Total 4752-00 · CARES Act	-1,290,206.63	3,905,383.00	-5,195,589.63	-33.04%
4753-00 · AIP '53 - Rehabilitate Runway				
4753-01 · AIP '53 - Rehabilitate Runway	-84,602.36	65,000.00	-149,602.36	-130.16%
Total 4753-00 · AIP '53 - Rehabilitate Runway	-84,602.36	65,000.00	-149,602.36	-130.16%
4756-00 · AIP '56 - Rehab Runway Phase 2				
4756-01 · AIP '56 - Rehab Runway Phase 2	28,898.19			
Total 4756-00 · AIP '56 - Rehab Runway Phase 2	28,898.19			
4758-00 · AIP '58 - Rehab Runway Phase 3				
4758-01 · AIP '58 - Rehab Runway Phase 3	55,137.55	365,000.00	-309,862.45	15.11%
Total 4758-00 · AIP '58 - Rehab Runway Phase 3	55,137.55	365,000.00	-309,862.45	15.11%
4800-00 · Current Year AIP	0.00	4,198,000.00	-4,198,000.00	0.0%
4850-00 · CFC Pass-through Revenue	215,141.51	210,000.00	5,141.51	102.45%
Total Income	5,927,867.46	15,925,528.00	-9,997,660.54	37.22%
Gross Profit	5,927,867.46	15,925,528.00	-9,997,660.54	37.22%
Expense				
5000 · EXPENDITURES				
5000-00 · "A" EXPENSES				
5000-01 · Salaries - Airport Director	145,503.59	166,290.00	-20,786.41	87.5%
5010-00 · Salaries - Deputy Director F&A	91,803.72	101,048.00	-9,244.28	90.85%
5010-01 · Salaries - Admin Coordinator	37,404.48	122,200.00	-84,795.52	30.61%
5010-03 · Salaries - Sr Admin Coordinator	0.00	69,000.00	-69,000.00	0.0%
5010-04 · Salaries - Business Ops Coord	57,794.96			
5020-00 · Salaries - Deputy Director O&M	111,909.32	127,200.00	-15,290.68	87.98%
5030-00 · Salaries - ARFF/OPS Specialist	475,776.37	547,618.00	-71,841.63	86.88%
5030-01 · Salaries - Parking Specialists	78,658.21	107,000.00	-28,341.79	73.51%
5040-00 · Salaries - Security Manager	84,128.21	96,146.00	-12,017.79	87.5%
5050-00 · Salaries- Seasonal-Snow Removal	37,814.25	70,000.00	-32,185.75	54.02%
5050-01 · Salaries - Seasonal - Arpt Host	2,707.25	5,000.00	-2,292.75	54.15%

	Oct '22 - Jul 23	Budget	\$ Over Budget	% of Budget
5050-02 · Salaries - Merit Increase	21,250.00	84,975.00	-63,725.00	25.01%
5050-03 · Salaries - One-time Pay	1,500.00	5,000.00	-3,500.00	30.0%
5050-04 · Salaries - ARFF Coverage	0.00	9,600.00	-9,600.00	0.0%
5060-01 · Overtime - General	7,813.63	2,000.00	5,813.63	390.68%
5060-02 · Overtime - Snow Removal	18,090.13	45,000.00	-26,909.87	40.2%
5100-00 · Retirement	126,997.23	169,298.00	-42,300.77	75.01%
5110-00 · Social Security/Medicare	85,591.36	119,249.00	-33,657.64	71.78%
5120-00 · Life Insurance	0.00	2,000.00	-2,000.00	0.0%
5130-00 · Medical Insurance	214,016.66	255,000.00	-40,983.34	83.93%
5160-00 · Workman's Compensation	22,898.00	20,000.00	2,898.00	114.49%
5170-00 · Unemployment Claims	405.70			
Total 5000-00 · "A" EXPENSES	1,622,063.07	2,123,624.00	-501,560.93	76.38%
6000 · "B" EXPENDITURES				
6000-0 · "B" EXPENSES - ADMINISTRATIVE				
6000-00 · TRAVEL EXPENSE				
6000-01 · Travel	23,805.94	40,000.00	-16,194.06	59.52%
Total 6000-00 · TRAVEL EXPENSE	23,805.94	40,000.00	-16,194.06	59.52%
6010-00 · SUPPLIES/EQUIPMENT EXPENSE				
6010-01 · Supplies/Equipment - Office	7,302.22	8,000.00	-697.78	91.28%
6010-02 · Supplies/Equipment - Parking	978.06	1,000.00	-21.94	97.81%
6010-03 · Supplies/Equipment - Computer	18,366.35	25,000.00	-6,633.65	73.47%
Total 6010-00 · SUPPLIES/EQUIPMENT EXPENSE	26,646.63	34,000.00	-7,353.37	78.37%
6020-00 · INSURANCE				
6020-01 · Insurance	55,029.00	55,100.00	-71.00	99.87%
Total 6020-00 · INSURANCE	55,029.00	55,100.00	-71.00	99.87%
6030-00 · UTILITIES				
6030-01 · Utilities - Gas/Terminal	15,178.23	14,000.00	1,178.23	108.42%
6030-02 · Utilities - Gas/AOB & Cold Stor	7,069.00	5,500.00	1,569.00	128.53%
6030-03 · Utilities - Elect./Runway&PAPI	4,132.21	6,000.00	-1,867.79	68.87%
6030-04 · Utilities - Elec./AOB & Cold St	8,788.88	8,100.00	688.88	108.51%
6030-05 · Utilities - Electric/Terminal	59,632.59	56,000.00	3,632.59	106.49%
6030-06 · Utilities - Telephone	17,197.93	17,200.00	-2.07	99.99%
6030-07 · Utilities - Water	9,742.33	11,000.00	-1,257.67	88.57%
6030-08 · Utilities - Garbage Removal	13,970.85	14,500.00	-529.15	96.35%
6030-09 · Utilities - Sewer	5,798.58	4,800.00	998.58	120.8%
6030-11 · Utilities - Electric/Tower	6,457.90	7,000.00	-542.10	92.26%
6030-12 · Utilities - Elec./Brdfrd.Hghl	783.48	500.00	283.48	156.7%
6030-13 · Utilities - Elec. Exit Booth	1,344.90	2,200.00	-855.10	61.13%
6030-15 · Utilities - Elec/AWOS	3,097.27	3,800.00	-702.73	81.51%
6030-16 · Utilities - Elec. Wind Cone	63.27	150.00	-86.73	42.18%
6030-17 · Utilities - Elec./Gas- Hangar	6,217.95	5,000.00	1,217.95	124.36%
6030-18 · Utilities - Lubricant Wst. Dspl	0.00	300.00	-300.00	0.0%
6030-20 · Utilities - Ranch	30,224.97			
Total 6030-00 · UTILITIES	189,700.34	156,050.00	33,650.34	121.56%
6040-00 · SERVICE PROVIDER				
6040-02 · Service Provider - Term. Serv.	5,794.92	8,900.00	-3,105.08	65.11%
6040-03 · Service Provider - AOB Services	41,632.85	52,000.00	-10,367.15	80.06%
6040-04 · Service Provider-Ops./Airfield	14,740.00	16,000.00	-1,260.00	92.13%
6040-13 · Service Provider-Parking Lot	32,583.74	8,100.00	24,483.74	402.27%
Total 6040-00 · SERVICE PROVIDER	94,751.51	85,000.00	9,751.51	111.47%
6050-00 · PROFESSIONAL SERVICES				
6050-01 · Professional Services - Legal	97,149.71	100,000.00	-2,850.29	97.15%
6050-02 · Professional Serv. - Audit/Fina	97,091.33	93,200.00	3,891.33	104.18%
6050-03 · Professional Services - Engineer	28,148.14	26,500.00	1,648.14	106.22%
6050-04 · Professional Services - HR	17,169.97	15,000.00	2,169.97	114.47%
6050-05 · Professional Services - Gen.	11,287.50	20,000.00	-8,712.50	56.44%

	Oct '22 - Jul 23	Budget	\$ Over Budget	% of Budget
6050-10 · Prof. Svcs.-IT/Comp. Support	117,744.60	132,000.00	-14,255.40	89.2%
6050-12 · Prof. Serv.- Planning Air Serv.	410.00	8,000.00	-7,590.00	5.13%
6050-13 · Prof. Serv.-Website Hosting	749.00	10,000.00	-9,251.00	7.49%
6050-15 · Prof. Serv.-Web Maint-Outreach	13,862.88	25,000.00	-11,137.12	55.45%
6050-17 · Prof. Serv. - Airspace Consult.	0.00	35,000.00	-35,000.00	0.0%
6050-18 · Prof. Services - Approach Maint	3,535.00	35,000.00	-31,465.00	10.1%
6050-19 · Prof. Serv.-ATCT Relocation	5,280.00	60,000.00	-54,720.00	8.8%
6050-20 · Prof Services - New Approach	4,466.50	0.00	4,466.50	100.0%
6050-21 · Professional Services - Other	6,460.00	35,000.00	-28,540.00	18.46%
Total 6050-00 · PROFESSIONAL SERVICES	403,354.63	594,700.00	-191,345.37	67.83%
6060-00 · MAINTENANCE-OFFICE EQUIPMENT				
6060-04 · Maintenance - Copier	928.29	2,000.00	-1,071.71	46.42%
6060-05 · Maintenance - Phone	1,249.00	1,215.00	34.00	102.8%
Total 6060-00 · MAINTENANCE-OFFICE EQUIPMENT	2,177.29	3,215.00	-1,037.71	67.72%
6070-00 · RENT/LEASE OFFICE EQUIPMENT				
6070-02 · Rent/Lease - Postage Meter	877.95	1,171.00	-293.05	74.97%
Total 6070-00 · RENT/LEASE OFFICE EQUIPMENT	877.95	1,171.00	-293.05	74.97%
6080-00 · DUES/MEMBERSHIPS				
6080-01 · Dues/Memberships	5,830.00	6,000.00	-170.00	97.17%
6080-04 · Publications	0.00	3,500.00	-3,500.00	0.0%
6080-07 · Cove Canal Assoc Dues - Ranch	2,085.72			
Total 6080-00 · DUES/MEMBERSHIPS	7,915.72	9,500.00	-1,584.28	83.32%
6090-00 · POSTAGE				
6090-01 · Postage/Courier Service	765.19	1,000.00	-234.81	76.52%
Total 6090-00 · POSTAGE	765.19	1,000.00	-234.81	76.52%
6100-00 · EDUCATION/TRAINING				
6100-01 · Education/Training - Admin.	6,564.00	10,000.00	-3,436.00	65.64%
6100-02 · Education/Training - OPS	3,695.41	14,000.00	-10,304.59	26.4%
6100-03 · Education/Training - ARFF	1,317.90	20,000.00	-18,682.10	6.59%
6100-04 · Ed/Train. - ARFF Trienn. Drill	1,881.58	4,000.00	-2,118.42	47.04%
6100-06 · Education - Security	648.00	2,500.00	-1,852.00	25.92%
6100-08 · Education/Training - HFD	0.00	0.00	0.00	0.0%
Total 6100-00 · EDUCATION/TRAINING	14,106.89	50,500.00	-36,393.11	27.93%
6101-00 · PUBLIC OUTREACH/ADS/COMMUNICATI				
6101-01 · Advertising/Social Media/Sponso	19,759.46	35,000.00	-15,240.54	56.46%
6101-02 · Public Outr/Comm - Noise Abatem	0.00	500.00	-500.00	0.0%
6101-03 · Public Outr/Comm - SAAC	9,566.87	10,000.00	-433.13	95.67%
Total 6101-00 · PUBLIC OUTREACH/ADS/COMMUNICATI	29,326.33	45,500.00	-16,173.67	64.45%
6110-00 · CONTRACTS				
6110-02 · Contracts - FMAA	55,627.00	42,000.00	13,627.00	132.45%
6110-16 · Contracts - Prkg Mngt Fee/Ops	2,858.00	50,000.00	-47,142.00	5.72%
6110-17 · Contracts - Landing Fee Equip.	15,992.82	16,000.00	-7.18	99.96%
6110-18 · Contracts - Vector Commissions	66,473.20	100,000.00	-33,526.80	66.47%
Total 6110-00 · CONTRACTS	140,951.02	208,000.00	-67,048.98	67.77%
6130-00 · MISCELLANEOUS EXPENSES				
6130-01 · Misc. - General	526,201.38	15,000.00	511,201.38	3,508.01%
6140-01 · Merchant Fees	18,941.94	22,000.00	-3,058.06	86.1%
Total 6130-00 · MISCELLANEOUS EXPENSES	545,143.32	37,000.00	508,143.32	1,473.36%
Total 6000-0 · "B" EXPENSES - ADMINISTRATIVE	1,534,551.76	1,320,736.00	213,815.76	116.19%
6001 · "B" EXPENSES - OPERATIONAL				
6500-00 · SUPPLIES/EQUIPMENT-OPERATIONS				
6500-01 · Supplies/Equipment - General	8,192.07	13,500.00	-5,307.93	60.68%
6500-02 · Supplies/Equipment - Tools	7,166.93	20,000.00	-12,833.07	35.84%
6500-03 · Supplies/Equipment-ClothingOps	1,984.87	4,000.00	-2,015.13	49.62%
6500-04 · Supplies/Equipment - Janitorial	32,233.95	22,000.00	10,233.95	146.52%

	Oct '22 - Jul 23	Budget	\$ Over Budget	% of Budget
6500-07 · Supplies/Equipment-ClothingPark	300.32	2,000.00	-1,699.68	15.02%
Total 6500-00 · SUPPLIES/EQUIPMENT-OPERATIONS	49,878.14	61,500.00	-11,621.86	81.1%
6505-00 · EQUIP/VEHICLE - LEASE/RENTAL				
6505-01 · Eq./Vehi Lease/Rental - General	87,942.10	88,000.00	-57.90	99.93%
Total 6505-00 · EQUIP/VEHICLE - LEASE/RENTAL	87,942.10	88,000.00	-57.90	99.93%
6510-00 · FUEL/LUBRICANTS				
6510-02 · Fuel	77,543.66	50,000.00	27,543.66	155.09%
6510-03 · Lubricants	5,052.63	8,000.00	-2,947.37	63.16%
Total 6510-00 · FUEL/LUBRICANTS	82,596.29	58,000.00	24,596.29	142.41%
6520-00 · VEHICLES/MAINTENANCE				
6520-01 · R/M Equipment - General	33,803.19	50,000.00	-16,196.81	67.61%
6520-06 · R/M Equip. - '85 Ford Dump	549.01	6,000.00	-5,450.99	9.15%
6520-08 · R/M Equip. - '96 Tiger Tractor	0.00	1,000.00	-1,000.00	0.0%
6520-17 · R/M Equip. '01 Case 921 Ldr.	0.00	500.00	-500.00	0.0%
6520-20 · R/M Equip. - '02 Kodiak Blower	392.90	750.00	-357.10	52.39%
6520-25 · R/M Equip. - '04 Batts De-Ice	0.00	500.00	-500.00	0.0%
6520-28 · R/M Equip.-'06 Case 621 Loader	3,483.52	1,000.00	2,483.52	348.35%
6520-29 · R/M Equip.- '10 Waus Broom/Plow	0.00	1,100.00	-1,100.00	0.0%
6520-30 · R/M Equip.-'05 Ford F-350	938.07	500.00	438.07	187.61%
6520-31 · R/M Equip. - '10 Oshkosh Blower	497.22	9,000.00	-8,502.78	5.53%
6520-32 · R/M Equip. - '09 Mini Truck	26.97	350.00	-323.03	7.71%
6520-34 · R/M Equip. - '12 Case 921F Load	29.95	1,000.00	-970.05	3.0%
6520-35 · R/M Equip. - '14 Ford Explorer	0.00	500.00	-500.00	0.0%
6520-36 · R/M Equip. - '10 Toyota Forklif	685.23	250.00	435.23	274.09%
6520-37 · R/M Equip. - '15 Tool Cat	4,844.42	3,000.00	1,844.42	161.48%
6520-38 · R/M Equip. - '15 Wausau Broom	1,850.32	6,000.00	-4,149.68	30.84%
6520-39 · R/M Equip. - Boss Spreader	0.00	250.00	-250.00	0.0%
6520-40 · R/M Equip. - '17 Ford-350 Super	23.76	1,000.00	-976.24	2.38%
6520-41 · R/M Equip. - '17 Kodiak Blower	618.27	1,500.00	-881.73	41.22%
6520-43 · R/M Equip. - '18 279D Skid St.	327.09	4,500.00	-4,172.91	7.27%
6520-44 · R/M Equip. - '18 Cat 972M Ldr	1,000.39	1,000.00	0.39	100.04%
6520-45 · R/M Equip. - '19 Oshkosh Broom	383.50	6,000.00	-5,616.50	6.39%
6520-46 · R/M Equip. - '20 Chev. 1500 PU	4,697.54	1,900.00	2,797.54	247.24%
6520-47 · R/M Equip. - '19 Cat 972M Ldr	3,006.98	1,000.00	2,006.98	300.7%
6520-48 · R/M Equip.-'18 New Holland Trac	0.00	1,000.00	-1,000.00	0.0%
6520-49 · R/M Equip. - '21 MB Combo	16,343.45	14,000.00	2,343.45	116.74%
6520-50 · R/M Equip. - '22 MB Combo	16,827.35	14,000.00	2,827.35	120.2%
6520-51 · R/M Equip. - '22 MB Deice Truck	4,073.82	3,000.00	1,073.82	135.79%
6520-52 · R/M Equip. - '22 MB4 Blower	1,033.21	2,000.00	-966.79	51.66%
6520-53 · R/M Equip. - '22 F-350	2,433.99	3,500.00	-1,066.01	69.54%
6520-54 · R/M Equip. - '23 Expedition	5,445.71			
6520-55 · R/M Equip. - '23 Ford Maverick	1,172.32			
Total 6520-00 · VEHICLES/MAINTENANCE	104,488.18	136,100.00	-31,611.82	76.77%
6530-00 · ARFF MAINTENANCE				
6530-01 · ARFF Maint. Gen/Supplies	3,503.96	10,000.00	-6,496.04	35.04%
6530-04 · ARFF Maint. - Radios	1,134.96	6,000.00	-4,865.04	18.92%
6530-05 · ARFF MAInt. - '03 E-One	37.50	2,500.00	-2,462.50	1.5%
6530-06 · ARFF Maint. - '20 Oshkosh Strik	0.00	1,000.00	-1,000.00	0.0%
Total 6530-00 · ARFF MAINTENANCE	4,676.42	19,500.00	-14,823.58	23.98%
6540-00 · REPAIRS/MAINTENANCE - BUILDING				
6540-01 · R/M Bldg. - General	377.33	1,500.00	-1,122.67	25.16%
6540-02 · R/M Bldg. - Terminal	116,215.57	120,000.00	-3,784.43	96.85%
6540-03 · R/M Bldg. - Terminal Concession	3,596.80	6,000.00	-2,403.20	59.95%
6540-04 · R/M Bldg. - Cold Storage	1,596.27	1,500.00	96.27	106.42%
6540-05 · R/M Bldg. - AOB/SHOP	21,457.90	29,300.00	-7,842.10	73.24%
6540-06 · R/M Bldg. - Hangars	27.98	5,000.00	-4,972.02	0.56%

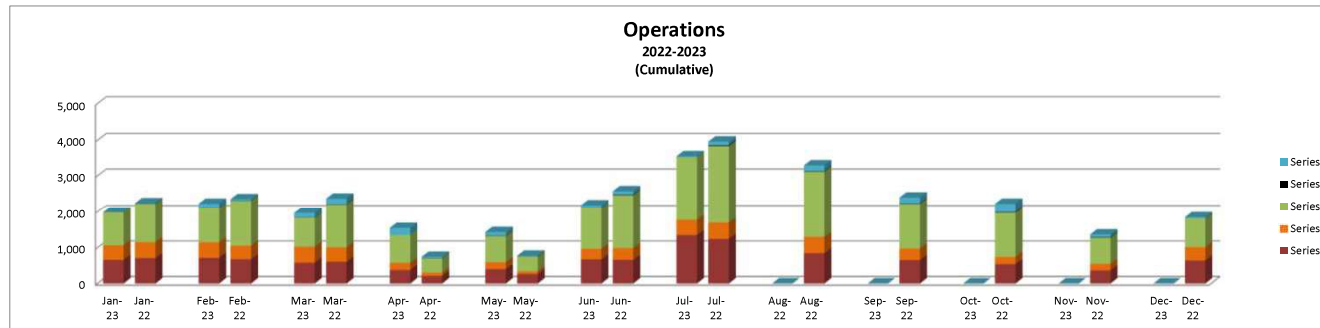
	Oct '22 - Jul 23	Budget	\$ Over Budget	% of Budget
6540-07 · R/M Bldg. - Tower	13,821.30	7,000.00	6,821.30	197.45%
6540-08 · R/M Bldg. - Parking Booth	0.00	1,000.00	-1,000.00	0.0%
6540-10 · R/M Bldg. - Ranch	1,236.60			
Total 6540-00 · REPAIRS/MAINTENANCE - BUILDING	158,329.75	171,300.00	-12,970.25	92.43%
6550-00 · REPAIRS/MAINTENANCE - AIRSIDE				
6550-01 · R/M - General	1,745.50	8,000.00	-6,254.50	21.82%
6550-02 · R/M - Airfield/Runway	12,670.68	60,000.00	-47,329.32	21.12%
6550-03 · R/M - Airfield/Runway - Deice	78,804.10	120,000.00	-41,195.90	65.67%
6550-04 · R/M - Lights	10,744.32	15,000.00	-4,255.68	71.63%
Total 6550-00 · REPAIRS/MAINTENANCE - AIRSIDE	103,964.60	203,000.00	-99,035.40	51.21%
6551-00 · REPAIRS/MAINTENANCE - LANDSIDE				
6551-01 · RM - General	199.99	1,000.00	-800.01	20.0%
6551-02 · R/M - Parking Lot	7,417.88	10,000.00	-2,582.12	74.18%
6551-03 · R/M - Landscaping	7,667.05	10,000.00	-2,332.95	76.67%
6551-04 · R/M - Ranch	5,791.35			
Total 6551-00 · REPAIRS/MAINTENANCE - LANDSIDE	21,076.27	21,000.00	76.27	100.36%
6560-00 · SECURITY EXPENSE				
6560-01 · Security - General	12,910.02	12,000.00	910.02	107.58%
6560-02 · Security - Law Enf. Offi. (LEO)	3,572.66	10,000.00	-6,427.34	35.73%
6560-03 · Security - Subscription Licen.	51,403.68	62,565.00	-11,161.32	82.16%
6560-04 · Security - Perim./Access/CCTV	16,492.87	25,500.00	-9,007.13	64.68%
6560-05 · Security - Professional Serv.	3,500.00	19,000.00	-15,500.00	18.42%
Total 6560-00 · SECURITY EXPENSE	87,879.23	129,065.00	-41,185.77	68.09%
6570-00 · REPAIRS/MAINT.-AERONAUTICAL EQU				
6570-01 · R/M Aeronautical Equip - NDB/DME	8,516.80	10,000.00	-1,483.20	85.17%
6570-02 · R/M Aeronautical Equip. - Tower	4,258.40	8,000.00	-3,741.60	53.23%
6570-04 · R/M Aeron. Equip. - AWOS/ATIS	8,516.80	8,500.00	16.80	100.2%
Total 6570-00 · REPAIRS/MAINT.-AERONAUTICAL EQU	21,292.00	26,500.00	-5,208.00	80.35%
Total 6001 · "B" EXPENSES - OPERATIONAL	722,122.98	913,965.00	-191,842.02	79.01%
Total 6000 · "B" EXPENDITURES	2,256,674.74	2,234,701.00	21,973.74	100.98%
7000 · "C" EXPENSES				
7001-00 · CAPITAL EXPENDITURES				
7001-01 · Land	102.25			
7001-02 · Buildings and Improvements	261,924.34	15,468,952.00	-15,207,027.66	1.69%
7001-03 · Airfield & General Improvements	106,505.27	425,000.00	-318,494.73	25.06%
7001-04 · Office Equipment	6,092.88	12,000.00	-5,907.12	50.77%
7001-05 · Maintenance Equipment /Vehicle	80,148.00	80,000.00	148.00	100.19%
7001-06 · Assessments/Plans/Studies	0.00	75,000.00	-75,000.00	0.0%
7001-09 · Security Equipment	42,445.98	40,000.00	2,445.98	106.12%
7001-10 · SRE Aquisition Non-AIP	80,228.78	80,000.00	228.78	100.29%
7001-12 · Network Equipment	23,629.84	47,300.00	-23,670.16	49.96%
7001-99 · CONTINGENCY	0.00	1,000,000.00	-1,000,000.00	0.0%
Total 7001-00 · CAPITAL EXPENDITURES	601,077.34	17,228,252.00	-16,627,174.66	3.49%
7549-00 · AIP '49 - SRE Aqu., Pavement Ma				
7549-01 · AIP '49 - Eligible	10,555.95			
Total 7549-00 · AIP '49 - SRE Aqu., Pavement Ma	10,555.95			
7553-00 · AIP '53 - Rehab RW, TW & Apron				
7553-01 · AIP '53 - Eligible	72,300.95			
Total 7553-00 · AIP '53 - Rehab RW, TW & Apron	72,300.95			
7556-00 · AIP '56 - Rehab Runway Phase 2				
7556-01 · AIP '56 - Eligible	68,663.83			
Total 7556-00 · AIP '56 - Rehab Runway Phase 2	68,663.83			
7558-00 · AIP '58 - Rehab Runway Phase 3				
7558-01 · AIP '58 - Eligible	107,188.89			
Total 7558-00 · AIP '58 - Rehab Runway Phase 3	107,188.89			

7559-00 · AIP '59 - Acquire Land
 7559-01 · AIP '59 - Eligible
 Total 7559-00 · AIP '59 - Acquire Land
 8500-00 · Capital Imp. Program (CIP)
 8501-00 · CIP - General
 8501-01 · General
 Total 8501-00 · CIP - General
 Total 8500-00 · Capital Imp. Program (CIP)
 Total 7000 · "C" EXPENSES
 Total 5000 · EXPENDITURES
 Total Expense
 Net Ordinary Income
 Net Income

Oct '22 - Jul 23	Budget	\$ Over Budget	% of Budget
19,105.50			
19,105.50			
0.00	430,000.00	-430,000.00	0.0%
0.00	430,000.00	-430,000.00	0.0%
0.00	430,000.00	-430,000.00	0.0%
878,892.46	17,658,252.00	-16,779,359.54	4.98%
4,757,630.27	22,016,577.00	-17,258,946.73	21.61%
4,757,630.27	22,016,577.00	-17,258,946.73	21.61%
1,170,237.19	-6,091,049.00	7,261,286.19	-19.21%
1,170,237.19	-6,091,049.00	7,261,286.19	-19.21%

**Friedman Memorial Airport
July 2023**

ATCT Traffic Operations Record																							
Month	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
January	3,622	3,893	3,912	2,600	3,028	2,787	4,547	2,520	2,070	2,379	2,408	2,098	2,454	2,128	2,249	1,842	1,665	2,019	2,172	1,987	2,001	2,250	1,986
February	4,027	4,498	3,073	3,122	3,789	3,597	3,548	2,857	2,244	2,647	2,117	2,205	2,612	1,417	2,268	2,533	1,629	1,914	1,187	2,253	2,185	2,362	2,237
March	4,952	5,126	3,086	4,097	3,618	2,918	4,677	3,097	2,145	2,709	1,813	1,921	2,753	1,924	2,023	1,917	1,895	1,860	2,016	1,480	2,512	2,376	1,971
April	2,494	3,649	2,213	2,840	2,462	2,047	2,581	2,113	1,724	1,735	1,604	1,513	1,509	1,210	1,337	1,380	1,426	1,257	1,116	616	1,590	748	1,551
May	3,905	4,184	2,654	3,282	2,729	2,134	1,579	2,293	2,280	1,891	1,533	1,693	1,852	555	668	1,501	1,802	1,442	1,174	1,127	1,894	779	1,437
June	4,787	5,039	4,737	4,438	3,674	3,656	5,181	3,334	2,503	3,019	2,898	2,761	3,203	2,164	2,387	2,475	2,502	2,552	2,292	2,069	2,931	2,580	2,193
July	6,359	8,796	6,117	5,910	5,424	5,931	7,398	4,704	4,551	5,005	5,004	4,810	5,345	4,345	4,159	4,562	4,573	5,033	4,266	3,356	4,005	3,965	3,535
August	6,479	6,917	5,513	5,707	5,722	6,087	8,196	4,570	4,488	4,705	4,326	3,823	4,644	3,114	2,932	3,719	3,873	3,175	3,260	2,859	3,289	3,286	0
September	3,871	4,636	4,162	4,124	4,609	3,760	4,311	2,696	3,376	3,128	3,359	2,396	2,403	2,237	2,292	2,379	2,036	2,224	2,235	2,692	2,884	2,408	0
October	3,879	3,656	3,426	2,936	3,570	3,339	3,103	2,134	2,145	2,012	1,886	1,658	1,874	1,760	1,789	1,377	1,939	1,670	1,571	2,212	2,128	2,236	0
November	3,082	2,698	2,599	2,749	2,260	2,912	2,892	1,670	1,901	1,309	1,114	1,325	1,475	908	1,229	1,314	1,135	1,392	1,328	1,365	1,665	1,370	0
December	3,401	2,805	3,247	3,227	2,722	3,834	2,699	1,848	2,272	1,811	2,493	2,066	2,016	1,545	1,482	1,717	2,217	2,033	1,960	2,051	2,018	1,851	0
Totals	50,858	55,897	44,739	45,032	43,607	43,002	50,712	33,836	31,699	32,350	30,555	28,269	32,140	23,307	24,815	26,716	26,692	26,571	24,577	24,067	29,102	26,211	14,910

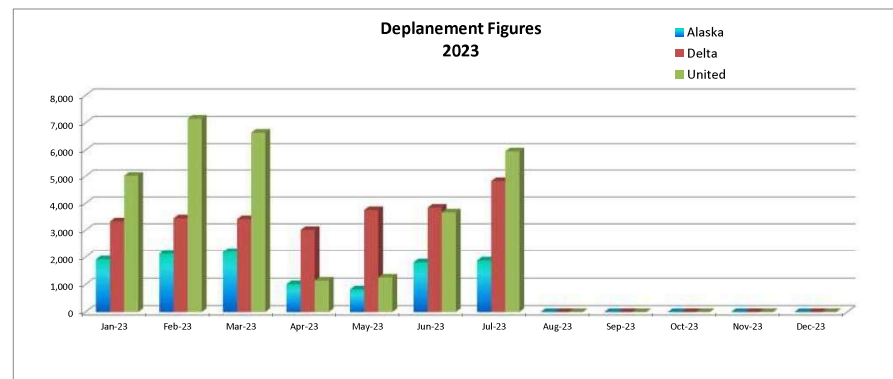
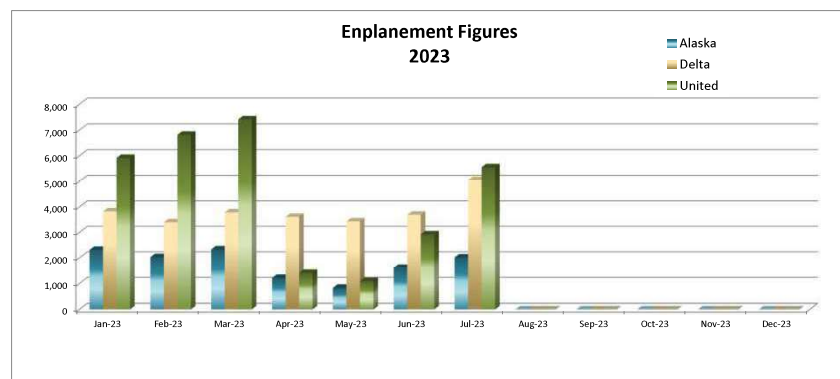


ATCT Operations Change (July 2023 vs. July 2022)			
	2023	2022	% Change
Air Taxi	1,351	1,244	8.6%
Air Carrier	426	458	-7.0%
General Aviation	1,731	2,144	-19.3%
Military	1	19	-94.7%
Civil	26	100	-74.0%
Total	3,535	3,965	-10.8%
YTD Total	14,910	15,060	-1.0%

**Friedman Memorial Airport
July 2023**

2023 Enplanements																		
Date	Alaska Airlines					Delta Airlines					United Airlines					Total Enp.	Prior Year Total Enp.	Total % Change
	Revenue	Non-Revenue	Total	Prior Year Month	Total % Change	Revenue	Non-Revenue	Total	Prior Year Month	Total % Change	Revenue	Non-Revenue	Total	Prior Year Month	Total % Change			
Jan-23	2,248	68	2,316	1,696	37%	3,782	43	3,825	4,836	-21%	5,856	63	5,919	5,413	9%	12,060	11,945	1.0%
Feb-23	1,959	70	2,029	1,793	13%	3,344	55	3,399	3,605	-6%	6,739	75	6,814	6,085	12%	12,242	11,483	6.6%
Mar-23	2,288	46	2,334	1,738	34%	3,720	66	3,786	3,897	-3%	7,304	109	7,413	6,761	10%	13,533	12,396	9.2%
Apr-23	1,166	47	1,213	309	293%	3,549	62	3,611	2,082	73%	1,360	51	1,411	268	426%	6,235	2,659	134.5%
May-23	784	49	833	296	181%	3,371	62	3,433	1,734	98%	1,068	26	1,094	0	100%	5,360	2,030	164.0%
Jun-23	1,533	73	1,606	1,208	33%	3,634	60	3,694	4,616	-20%	2,854	71	2,925	2,266	29%	8,225	8,090	1.7%
Jul-23	1,941	77	2,018	1,947	4%	4,963	86	5,049	4,942	2%	5,470	86	5,556	5,423	2%	12,623	12,312	2.5%
Totals	11,919	430	12,349	8,987	37%	26,363	434	26,797	25,712	4%	30,651	481	31,132	26,216	19%	70,278	60,915	15.4%

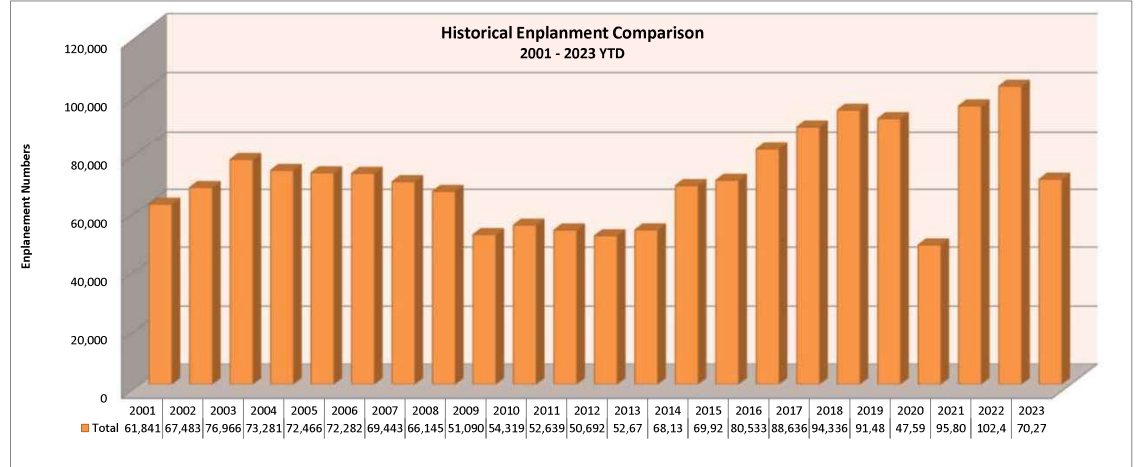
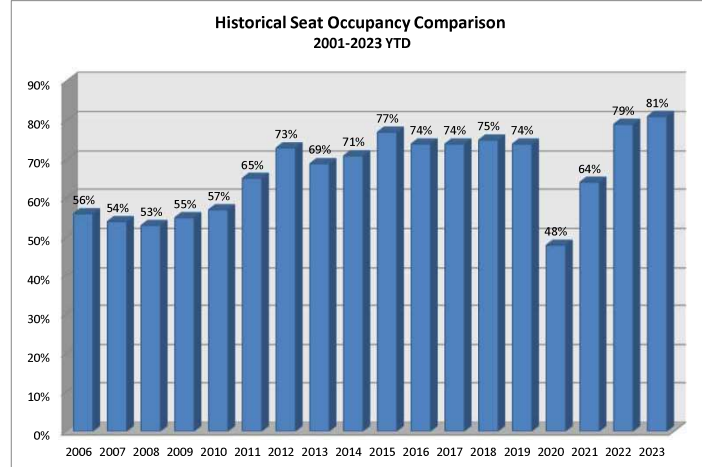
2023 Deplanements																		
Date	Alaska Airlines					Delta Airlines					United Airlines					Total Dep.	Prior Year Total Dep.	Total % Change
	Revenue	Non-Revenue	Total	Prior Year Month	Total % Change	Revenue	Non-Revenue	Total	Prior Year Month	Total % Change	Revenue	Non-Revenue	Total	Prior Year Month	Total % Change			
Jan-23	1,874	49	1,923	1,457	32%	3,278	52	3,330	4,188	-20%	4,950	70	5,020	4,589	9%	10,273	10,234	0.4%
Feb-23	2,079	49	2,128	1,937	10%	3,399	46	3,445	3,521	-2%	7,071	80	7,151	6,226	15%	12,724	11,684	8.9%
Mar-23	2,120	65	2,185	1,688	29%	3,367	45	3,412	3,590	-5%	6,532	110	6,642	5,816	14%	12,239	11,094	10.3%
Apr-23	973	43	1,016	252	100%	2,941	69	3,010	1,881	60%	1,098	45	1,143	214	434%	5,169	2,347	120.2%
May-23	793	32	825	277	198%	3,690	60	3,750	1,785	110%	1,198	58	1,256	0	100%	5,831	2,062	182.8%
Jun-23	1,722	89	1,811	1,326	37%	3,807	33	3,840	5,009	-23%	3,587	75	3,662	2,855	28%	9,313	9,190	1.3%
Jul-23	1,829	51	1,880	1,806	4%	4,738	86	4,824	5,001	-4%	5,863	96	5,959	5,468	9%	12,663	12,275	3.2%
Totals	11,390	378	11,768	8,743	35%	25,220	391	25,611	24,975	3%	30,299	534	30,833	25,168	23%	68,212	58,886	15.8%



**Friedman Memorial Airport
July 2023**

2023 Seat Occupancy																		
Date	Alaska Airlines				Delta Airlines				United Airlines				Seat Occupancy Totals			Seat Occupancy Totals Prior Year Comparison		
	Departure Flights	Seats Available*	Seats Occupied	Percent Occupied	Departure Flights	Seats Available*	Seats Occupied	Percent Occupied	Departure Flights	Seats Available*	Seats Occupied	Percent Occupied	Total Seats Available	Total Seats Occupied	Total Percent Occupied	% Change Total Seats Available	% Change Total Seats Occupied	Change in Load Factor %
Jan-23	38	2,888	2,316	80%	59	4,136	3,825	92%	97	6,790	5,919	87%	13,814	12,060	87%	-11%	1%	10%
Feb-23	34	2,584	2,029	79%	57	3,990	3,399	85%	119	8,336	6,814	82%	14,910	12,242	82%	13%	7%	-5%
Mar-23	34	2,584	2,334	90%	61	4,270	3,786	89%	129	9,030	7,413	82%	15,884	13,533	85%	13%	9%	-3%
Apr-23	20	1,520	1,213	80%	61	4,270	3,611	85%	30	2,112	1,411	67%	7,902	6,235	79%	154%	134%	-6%
May-23	18	1,368	833	61%	62	4,340	3,433	79%	30	2,100	1,094	52%	7,808	5,360	69%	213%	164%	-12%
Jun-23	31	2,356	1,606	68%	60	4,200	3,694	88%	59	4,130	2,925	71%	10,686	8,225	77%	-6%	2%	6%
Jul-23	31	2,356	2,018	86%	84	5,880	5,049	86%	100	7,006	5,556	79%	15,242	12,623	83%	-4%	3%	6%
Totals	206	15,656	12,349	79%	444	31,086	26,797	86%	564	39,504	31,132	79%	86,246	70,278	81%	14%	15%	1%

Note: *Preliminary available seat calculations based on scheduled flights. Actual available seat calculations will be updated periodically when official DOT numbers are obtained.



From: SUELLEN WAGNER <suellenwagner@me.com>

Sent: Thursday, July 6, 2023 2:58 PM

To: martha.burke@haileycityhall.org; amccleary@co.blaine.id.us; mdavis@co.blaine.id.us; sam.linnnet@haileycityhall.org; gcasun@icloud.com; jacobg53@gmail.com; lmollineaux@co.blaine.id.us

Subject: RFP for FBO

Dear Commissioners,

In response to the REQUEST FOR PROPOSALS to Enter into Contracts for Exclusive Right to Negotiate Leases for HANGAR DEVELOPMENT or FIXED BASE OPERATOR at FRIEDMAN MEMORIAL AIRPORT, I would like to submit the following as public comment:

I am a 30-year part-time resident of the Wood River Valley, who has now transitioned to full time residency in the Willoway Subdivision, Mid valley.

I am writing to urge the Commission to choose a Hanger (only) option when determining what will be developed on the new parcel purchase. This will be preferable for the simple reason that restoring hanger and aircraft parking space has far fewer impacts on the uniquely sensitive Wood River Valley than adding aircraft operations.

I am also requesting that the Commission apply a thorough cost/benefit analysis to submitted Proposals, weighing the esthetic, noise, air quality, equity and quality of living impacts costs, against any benefit to the general community, not just the aviation community.

The Environmental Assessment stated, “the purpose of the Proposed Action is not to increase aircraft operations beyond current and forecasted demand in the foreseeable future or directly affect economic activity.”

Consultant Peter Kirsch pointed out that there is money to be made by bringing a second FBO to SUN, but I ask that you consider carefully, both likely and unintended consequences of additional and different types of aircraft operations, remembering why people have chosen to live in and visit our uniquely beautiful, clean, and quiet Wood River Valley.

All G.A. Aircraft fly lower than commercial and can be highly disruptive. I respectfully ask that SUN Commissioners deny all applications for air taxi, skydiving, sightseeing and flight training uses —as all use low, repetitive tracks and fly over Valley neighborhoods. The Communities surrounding Rocky Mountain Municipal Airport in Boulder County, are just one of the communities suffering from increases in G.A. overflights.

New entrant aircraft AAM (Advanced Air Mobility A.K.A. Urban Air Mobility) present an imminent and unstudied threat and should not be accommodated at SUN. These aircraft fly as low as 400 feet AGL,, require special infrastructure, and though purported to be quiet, they are not. These aircraft make different kinds of noise and create vibration from ground effect. They are being created for the elite and will be too expensive for most residents to use, although they will feel the impacts.

If, however, an FBO is considered and approved I am also asking that the Commission consider the following:

Monitor for any increase in operations and any shifting of impacts. The Environmental Assessment states at 4.5.4 Findings and Conditions, "The Proposed Action will not change Airport flight patterns or operations." Therefore, the Proposed Action should not increase or geographically redistribute operations or "shift noise" to new communities, which is contrary to FAA Policy.

Consider designating new (or extend existing) sensitive, no flight areas to include a radius around neighborhoods throughout the Valley, including the mid-Valley.

Any FBO must make available and require unleaded fuel. There is no safe or acceptable level for human exposure level to lead. The Wood River Valley has rich environmental resources including waterways that are contaminated by lead and other fuel contaminants. SUN should work to eliminate opportunities for the dirtiest aircraft.

Finally, I would like to request that the public be provided a review period and opportunity for public comments, once the "finalist" Proposals are determined.

Sincerely,

Suellen Wagner

210 Willoway Rd.

Hailey



Comments to the City of Hailey and Blaine County Policy Representatives
RFP – Specific Directions under FAA Order 5190.6B

Madame Chair and fellow Board Members,

My name is Tim Johnson, I represent Atlantic Aviation as the VP, Airport Relations and Strategy, nationwide. I have been employed in General Aviation, Commercial and Military operations at a senior level for nearly 25-years. I have also served at executive level positions with top performing and the largest FBO operators in the industry.

Atlantic Aviation is enormously proud to be a valuable steward of the FBO at the Airport, a community partner, an environmentally minded organization with a dedication to investing in sustainable programs, operations and infrastructure, including electrification of GSE equipment and SAF fuel. We remain grateful for this responsibility and demonstrate that we have the experience, safety record, financial reliability, and desire to be a vital partner in the community and contribute to the overall economic impact locally.

Atlantic desires to participate in the upcoming RFP process at the Airport for Aeronautical Development. We are very well capitalized and have current plans for facilities development at the Airport which will drive new business, grow the employment base, add revenue and do so in a manner that is compliant with the Minimum Standards and FAA. These plans include, for example, building additional hangar space, exclusive use charter facilities, and airside/ landside access for new business as well as potential self-serve fueling services.

Atlantic understands that the City is discussing precluding our participation in the upcoming RFP process, but the rationale for doing so is predicated on Atlantic receiving an exclusive right; this argument has no merit. Under no circumstances could Atlantic's participation in the RFP process, or potential award of developable property at the airport, confer upon it an exclusive right at the Airport to provide aviation services as Atlantic is not, and would not, be in full control of all developable land at the airport or subsequent future phases under the master planning process.

Atlantic's intention is not to prevent FBO competition at the airport, as part of its participation, or award of any lease, in the RFP. An open and fair RFP is in the City's best interest. Either by RFP or unsolicited proposal for development - there is no exclusive right granted to anyone. There is, and has been, open and fair public processes available for all interested aviation businesses, nationwide.

A decision to exclude Atlantic also runs a serious risk of violating the FAA Grant Assurance Obligations – specifically Grant Assurance 22, Economic Nondiscrimination.

On behalf of Atlantic, thank you for the opportunity to share our interest with you today and we remain committed to be an integral employer, investor and community partner. Thank you for your time.

Public Comment Session FMAA Regular Board Meeting

August 1, 2023

Comments by Richard Paris MD

I am a local resident and airport user since 1979, a hangar owner since 1983, and currently Vice President of Hangars West Condominium Association. Since 1999 I have flown to and from Hailey on a nearly weekly basis for work in two rural health clinics in Challis and Stanley Idaho.

On behalf of my fellow local pilots, hangar owners, and visiting general aviation pilots, I would like to make the following suggestions and requests regarding the Future Aeronautical Development RFP.

While it seems there is a great deal of interest for the board to find proposals that bring in the most financial return to the airport authority, I feel it is important to not forget about the local pilots that have supported the airport for many years. While we have a great airport, FMAA has the opportunity to provide much better customer service to the small general aviation pilots who have been significantly affected by the reductions in hangar space and ramp space over the past few years. In addition, with significant population growth comes the need for more hangars.

In your proposal review, I would ask that you give significant attention to these considerations and not just focus on recruiting a large Jet Service type FBO.

In this spirit I would like to request that you make sure that any approved proposal would include:

- 1) Bathroom and Shower Facility
- 2) A small pilot lounge with Wi-Fi capability for flight planning
- 3) A transient pilot gate capability
- 4) An aircraft wash rack facility (local pilots currently have no access to running water)

I feel that these items are essential additions to be included in the development of the new 10 acre addition to airport facilities.

My next consideration may not be essential but would be highly desired by visiting pilots. There is no doubt that the entire 10 acres will be covered in concrete with permanent structures but there is considerable neighboring land next to this space that could be put to very good use with no additional cost or development. This would involve moving the west side fence there back forty feet and mowing the grass every two weeks during the summer to create a transient airplane camping area. Pilots would camp under the wing and bring their own tiedowns. Since Idaho is more and more becoming a favored destination for backcountry pilots from other states, Friedman Airport could become a very favorable staging area where pilots could buy fuel and food supplies before embarking on there wilderness adventures. Other airports with significant commercial airport operations (ie. Bozeman MT and Fairbanks AK) have found this to be a very nice addition to their usual airport services.

Thank you for your consideration

Rich Paris richparis33@gmail.com (208) 727-1573

From: I schoen <Ischoen@naramail.net>
Sent: Wednesday, August 2, 2023 9:52 AM
To: mdavis@co.blaine.id.us; Angenie McCleary; Lindsay Mollineaux;
sam.linnet@haileycityhall.org; jacobg53@gmail.com; gcasun@icloud.com;
martha.burke@haileycityhall.org
Cc: Chris Pomeroy
Subject: FMA - current RFPs - comments
Attachments: FMA Ranch RFP comments.docx

FMA Board & Airport Director,

1) Attached, please find a document containing my few text & other suggestions concerning the Ranch RFP, as I outlined them briefly at the August 1 FMA Board meeting.

2) With respect to the FBO RFP, I offer this follow up:

The types of new services outlined by Dr. Parris at the meeting--or any others you would like to see--are the types of basic services or amenities that could be provided both by the airport itself and an FBO, depending. If none of them are being provided by Atlantic now, they could be provided by whoever is selected as an FBO on the new site. In my oral comments, I attempted (but was cut off) to make this point, in a general sense. Dr. Parris was specific.

If you want to see any of these services provided, you should include them in the RFP. If not, you are unlikely—for a few reasons, not least, cost--to see them in a proposal. If none of the proposers offers them, how will you negotiate for them later, once the selection is made? Through a lease negotiation process? Once a proposer is selected, what leverage will you have to require these services in a lease?

As to Atlantic, I'd repeat, they should be allowed to propose. Your selection process includes independent, objective scoring. If they score highest, you will have to select them for the FBO portion, but you will not have denied their competitors any opportunities to win the business, nor will you have been granting exclusive access *unfairly*. Moreover, just like any other proposer, they will have had to be responsive to the RFP and will have to meet any service, amenity or facility requirements contained therein or in a lease for the ten acre site, just like any other proposer. You might even find yourselves agreeing to amend elements of the existing lease.

3) Lastly, though it was not part of the EA performed for the whole ranch acquisition, I urge you not to write off as impossible at any point in the future, any expansion of airport-related activities to land in the northwest corner of the ranch, west of current Atlantic facilities. This idea of use of that land is not a new one; not necessarily for aviation, but possibly for a variety of land-side activities, for example parking. The need may one day be there, if it is not already. The fact this was excluded from the EA surprises me and was a missed opportunity.

Board, there always have been and always will be people opposed to the airport or any expansion at the current site, for any purpose. Perhaps understandably, these community members don't like the airport in its current location, don't really want it to succeed there, so that it will be forced to move. If a viable site had been found during the relocation process, the airport already would have been moved. Opposition sentiments always have been and always will need to be balanced against successfully meeting the airport's wider purpose and need. If it is in the airport's best interests to use that land appropriately and with minimal offsite impacts, it should be reconsidered and pursued possibly, even if it requires another EA, which it would.

Thank you for considering my remarks on these two RFPs, etc.

With regards,
Larry

Lawrence Schoen
mobile: 208-727-9580
e.mail: lschoen@naramail.net

Suggested edits to FMA document
Submitted by L. Schoen, 2 Aug 2023
[Note: relevant edits, comments in red.]

Friedman Memorial Airport Authority: Request for Proposals
Ranch Management – Flying Hat Ranch
DATE TBD, 2023
DRAFT V3 7/25/2013

Section 2. Ranch Management Goal and Outcomes

The Authority's overall goal for the Ranch is to apply resilient and sustainable land management practices with the following desired outcomes:

- A. Protect the Ranch's natural and cultural resources through education and the implementation of best **management** practices.
- B. Put the Authority's water rights to full beneficial use while encouraging and implementing applicable ranch-wide water conservation strategies.
- C. Implement soil conservation practices that maintain and improve the health of soil resources.
- D. Reduce occurrences of noxious weeds and invasive species.
- E. Protect and enhance the natural values of the Ranch through sound stewardship.
- F. Preservation and protection of the historical values of the ranch and its structures, including potential partnerships with conservation organizations to preserve and protect these assets.
- G. Maintain and improve habitat for the dual benefit of livestock and wildlife while reducing potential for wildfire hazards that may impact aviation safety.
- H. Derive a competitive financial return for the Authority.
- I. Consider & implement public access development opportunities.**
- J. Maintain the ranch's compatibility with airport operations.**
- K. Steady or reduced carbon footprint.**
- L. Improved biodiversity.**

The successful proposer will possess proven operational and financial capacity to manage an integrated, resilient and sustainable ranch. The lessee will also possess proven capacity for working and communicating effectively with partners and will demonstrate openness to integrating and improving innovative ranch management techniques and education into their operational plans.

Section 5. Requirements

The selected party will enter into a negotiated lease agreement with the Authority for an initial term ending TBD. The Authority has the following requirements for said agreement.

- A. The Ranch must be managed by the selected party. No part of the agricultural operation may be sublet without the expressed approval by the Authority.
- B. Selected party must fix and maintain fences, ditches, and irrigation structures on the Ranch. **Whenever & wherever feasible, fences are to be reconfigured and maintained to IDFG recommended "wildlife-friendly" dimensions.**

C. Selected party must accept the Ranch “as is, where is” and indemnify, defend, and hold harmless the Authority for any and all claims, liabilities, losses, demands, damages, expenses due to or arising out of any use by the selected party. The selected party will be required to carry both comprehensive automobile and vehicle liability insurance and broad form comprehensive general liability insurance.

D. Selected party must coordinate with and receive approval from the Authority regarding desired major capital improvements, upgrades, and other projects on the Ranch.

E. The Authority intends to develop approximately 10.4 acres of ranch property for aeronautical purposes as specified above during the term of the lease. The Authority will coordinate with the selected party accordingly and as appropriate.

F. The Authority has the authority to access the property at any time and will coordinate such access to the extent possible.

G. Selected party may not live on the property unless an appropriate arrangement is made with the Authority.

In addition to the above considerations, I suggest the Airport Manager and Board consider the need for a third-party consultant with expertise to evaluate and report to FMA on ranch operator compliance with the terms of the RFP and presumably the lease that will be developed. The issue here is primarily whether goals are being met & outcomes achieved. For this I suggest the Board develop another RFP. This consultant could act as a liaison to the ranch operator, which I believe, given the relevant expertise, could be beneficial to both parties. A consultant role might also be useful during the proposal evaluation and selection process.

From: Mail Delivery System Mailer-Daemon@mailtransmit05.runbox.com
Subject: Mail delivery failed: returning message to sender
Date: August 11, 2023 at 10:55 AM
To: thomas.ysasi@ysasi.com



This message was created automatically by mail delivery software.

A message that you sent could not be delivered to one or more of its recipients. This is a permanent error. The following address(es) failed:

chris@iflysun.com
host d299106a.ess.barracudanetworks.com [209.222.82.252]
SMTP error from remote mail server after end of data:
550 permanent failure for one or more recipients (chris@iflysun.com:blocked)
Reporting-MTA: dns; mailtransmit05.runbox.com

Action: failed
Final-Recipient: rfc822;chris@iflysun.com
Status: 5.0.0
Remote-MTA: dns; d299106a.ess.barracudanetworks.com
Diagnostic-Code: smtp; 550 permanent failure for one or more recipients (chris@iflysun.com:blocked)

From: Thomas Ysasi <thomas.ysasi@ysasi.com>
Subject: Comments Regarding RFP for Development of 10 Acre Parcel
Date: August 11, 2023 at 10:54:37 AM MDT
To: Chris Pomeroy <chris@iflysun.com>

Hi Chris,

I just read the Mt. Express article regarding the lack of public comments for the proposed development opportunity for 10 acres south of the existing Atlantic FBO. Please consider this email as my public comment.

Initially, I'm not sure how public I want these comments to be as I'm an existing Atlantic tenant for my aircraft, a BE58P, N581CB. My concern would be if Atlantic secured the development opportunity for the 10 acres and maintained their existing monopoly.

When I relocated to the Wood River Valley from Seattle in 2017, Atlantic proposed a monthly rental rate to hanger my aircraft on a valet arrangement in either their section 1 or section 2 hangers. The monthly rate included a \$1.00 per gallon fuel discount. Since then the monthly rate has increase by 356% and the most recent annual lease agreement starting June 2023 dropped the \$1.00 per gallon fuel discount. When presented with each rate increase Atlantic was very arrogant and it was basically take it over leave it.

While in Seattle my aircraft was based at KBFI and was in a valet type hanger arrangement, first with Galvin, which became Landmark, and then Signature after it acquired Landmark. It was based on this experience that I asked Atlantic what they would charge for the same arrangement. The advantage for the FBO is they can generally fit the footprint of my aircraft in areas that are unusable for larger aircraft (hanger corners) or within the footprint of larger aircraft (between tail and wingtip).

While in Seattle I served on the King County International Airport Roundtable as the North Seattle/Magnolia Community representative for approximately 6 years, the last year as the Roundtable chairman. I also served as a Roundtable representative on the KBFI Lease Framework Workgroup and the Master Plan Workgroup.

Second, I'm aware that Modern Aviation has been keeping tabs on the 10-acre development opportunity and is planning to throw its hat in the ring when the RFP is released. A minimum amount of research into the background of the Modern Aviation leadership team will confirm its ability to execute on any proposal submitted.

Finally, I'm not sure the Board can prevent Atlantic from submitting a proposal. However, it can consider the best interests of the airport and make a decision that provides a competitive environment for the aviation community.

Thank you for considering my comments,

Tom

Thomas Ysasi
MARENGO WALNUT CM
PO Box 14001 - #422
Ketchum, ID 83340
(602) 206-9038

From: Andy Harding <sandrew2009@cox.net>

Sent: Sunday, August 20, 2023 12:29 PM

To: Becca Lynn <becca@iflysun.com>

Subject: 10 Acre Parcel comment

Dear Friedman Memorial Airport Authority Board,

I have read some articles recently in the Idaho Mountain Express regarding the airport's 10-acre parcel in the southwest corner and the plans for its use. Several things come to mind. I was always under the impression that the airport was not to expand from the boundaries set years ago. I think it has expanded at least two or three times in the last decade. Then we were told that the airport would be moved by 2017. That did not happen. Now we are told that you want to increase the general aviation component by allowing another area to be developed.

As a resident of Northeast Hailey, I am tired of the noise of the general aviation aircraft that fly directly overhead. Then there is also a flight school that does repeated loops over and around town. If you increase the numbers of general aviation aircraft then our quality of life will be further degraded. With all the other developments in the valley and the increase in traffic and such, the last thing we need is to promote the use of this airport. We should instead resurrect the plan of moving the airport out of town where the impacts of it are less on the general population of both Hailey and Bellevue.

In another article in the Express, there was reference to the budget and revenue projections for the airport. Both sounded healthy. If the airport continues in its present location and continues to expand use and footprint then perhaps some revenue should be shared with the two cities most affected by the noise and pollution. Both cities could no doubt use some monies to improve services.

Thank you for denying any further promotion of Friedman Memorial Airport and for showing some consideration of the people who live in the south valley.

Andrew Harding
P.O. Box 23
Hailey, ID 83333

From: Susan Canham <suzcanham@gmail.com>
Sent: Friday, August 25, 2023 10:08 AM
To: Becca Lynn <becca@iflysun.com>
Subject: Re: RFP for private jet facility development

8/25/23

To: Madame Chair and Board

This is my public comment re: the RFP. I appreciate your extending the deadline for public comments because I was unaware of this until reading about it in the Idaho Mountain Express.

My family and I have lived in the Wood River Valley since 1988 and currently live in the City of Bellevue.

I am against more terminals. Basically, I think the brakes need to be put on the airport's growth, commercial and private. I am one of the MANY* that deal with the **noise pollution** of Friedman Memorial Airport on a daily basis. Not being able to have outdoor conversations without multiple pauses for overhead jet noise has become more than irritating.

Even worse, in my opinion, is the disregard of what appears to be the elephant in the living room, **climate change**. We already have a number of challenges in addressing the carbon footprint here with cars and planes. A person flying on a private jet creates at least 10 times the amount of carbon pollution of a commercial airline passenger. When you ignore the consequences of or promote the growth of private jet usage, you make a mockery of the establishment of paid sustainability positions in this valley plus display a gross indifference to the health of this valley and its people. And if the image of "people" doesn't create much resonance for you, do you care that your kids or grandkids will be bearing the brunt of our climate follies, the degree to which we can still impact?

Wake up.

Susan Canham
405 Beech St.
Bellevue

* A well-heeled Valley mom once spoke of having to "rough it" when she flew commercial instead of on a private jet. You are a PUBLICLY owned airport, and the majority of the PUBLIC is not enamored of the priorities given to a pampered minority who crave exclusivity and excess.

From: Robert Lonning <lonning41@gmail.com>
Sent: Sunday, August 27, 2023 5:12 AM
To: Becca Lynn <becca@iflysun.com>
Subject: Re: RFP for private jet facility development.

Madame Chair and Board,

Convenience. Building additional hangar space for private jets allows for greater convenience for relatively short-term visitors to our valley without regard for the disastrous climate impacts that residents must endure long after these visitors have gone. The CO₂ emitted by private jets is significantly higher than that emitted by land-based forms of transportation. This additional CO₂ leads to additional “greenhouse effects” leading to higher temperatures as well as erratic weather globally and in our valley. Believing that more hangar space here leads to lower CO₂ emissions by avoiding extra trips to the Twin Falls Airport is an acknowledgement that we have no control over private jet traffic into our valley. The Airport Authority can, in fact, limit the amount of private jet traffic into our valley and provide the necessary hanger space for a smaller number of private jets. Such a position puts residents at a higher priority than private jet visitors. This is exactly the type of position we would expect from a locally appointed Board. As a resident of the Wood River Valley, I strongly oppose building additional hangars for private jets.

Sincerely,
Robert A. Lonning

From: Mary Ann Ward <mamward@q.com>
Sent: Sunday, August 27, 2023 12:40 PM
To: Becca Lynn <becca@iflysun.com>
Subject: RFP for Private Jet Facility Development

Madame Chair and Board:

Human use of fossil fuels is, without question, a major contributor to climate change. Our existence, as we know it today, is threatened by our burning of fossil fuels.

The citizens of the Wood River Valley are here because we love our natural environment, and we want to preserve it.

Enabling increased private jet traffic, and the resulting increase in CO2 emissions is irresponsible and threatens that which we hold dear.

Private jets benefit only the luxurious lifestyles of a small minority of our population, while the majority suffers the consequences.

Please vote against adding any facilities that would result in an increase in private jet traffic at Friedman Memorial Airport.

Respectfully,
Mary Ann Ward
Hailey resident for 40 years

From: Elizabeth Jeffrey <izziejeff@gmail.com>
Sent: Thursday, August 31, 2023 11:19 AM
To: Becca Lynn <becca@iflysun.com>
Subject: Private jet facility 'improvements'

Dear Madame Chair and Airport Board

Thank you for allowing more time for public comment on the proposed private airport extension.

As you can see every night on the news, we are living at the tip of the iceberg that is climate chaos. Recent years keep producing more fire, health and weather extremes that are costing us lives, homes, and billions of dollars in attempts to restore and rebuild what is lost forever.

While many in our valley are working to do their bit to lower their personal carbon footprints, we all know that the most significant climate action comes from systemic change. Those changes are in the hands of every individual sitting on the Airport Authority in this decision and many more.

I would ask the Airport Authority to center our heavy climate concerns in all of your decision making and, more specifically, in this current decision to build out the private jet facilities at Friedman Airport (AKA SUN).

The ever- increasing use of private jets locally has a profound impact on the airport's Hailey and Bellevue neighbors as well as the surrounding environment (an environment that many visitors come here to enjoy) and adds additional fuel (pun intended) to the speed of the climate chaos that is engulfing us.

It is also worth noting that locally, these jets drop 10- 25% of their trip's Nitrous Oxide and CO2 emissions near the ground during their local landing and take-off. These emissions directly impact our local air quality and the health of people living within the flight pattern of the airport. This impact may be felt most heavily during summer's heavy private jet traffic while airport neighbors are spending more time outdoors in their yards and City streets.

Spending funds to make private flights traveling in and out of the valley a bit more convenient for the few is the epitome of climate inequality. Nationally, the average American took 1.4 air trips in the last year, with 62% making no trips at all

(Gallup Survey). These numbers are probably fairly accurate even in this community which we generally consider as very affluent. Those living in the south valley, closest to the airport slipstream and least responsible for the highly polluting luxuries of the very few (the few who are buying more private planes and using them more) are suffering from the pollution as well as the increasing global impacts of the private planes' extreme carbon footprint.

Private jets are becoming one of the top polluters in the transportation sector while, nationally, their owners frequently paying the lowest aviation taxes -- just 22 cents on a gallon of fuel, less than the cost to individuals flying commercial. They aren't paying their fair share to keep the TSA working, the runways repaired, the air clean, or our valley's climate goals to be met. The neighbors and the planet are paying the consequences of climate change while the lifestyle of the richest becomes more extravagant and convenient.

Depleting our resources while polluting our environment is the perfect example of uneconomic growth. The costs to all of us are far greater than the benefits. Please drop all plans to increase the convenience of the few to the detriment of our home and our planet.

Thank you,

Elizabeth Jeffrey

Hailey

From: Schultz, Kyle <Kyle.Schultz@atlanticaviation.com>

Sent: Thursday, August 31, 2023 3:36 PM

To: Chair Martha Burke: <marthaburke@haileycityhall.org>; Muffy Davis: <mdavis@co.blaine.id.us>; Angenie McCleary: <amccleary@co.blaine.id.us>; Sam Linnet: <sam.linnett@haileycityhall.org>; John Strauss: <gcasun@icloud.com>; Jacob Greenberg: <jacobg53@gmail.com>; Lindsay Mollineaux: <lmollineaux@co.blaine.id.us>

Cc: Lowe, Clive <Clive.Lowe@atlanticaviation.com>; Johnson Li, Tim <Tim.Johnson@atlanticaviation.com>; Blackburn, Brian <Brian.Blackburn@atlanticaviation.com>; Pinedo, Robert <Robert.Pinedo@atlanticaviation.com>; Chris Pomeroy <Chris@iflysun.com>; becaa@iflysun.com

Subject: Atlantic Aviation RFP Participation Request

Dear Madame Chair and fellow Board Members,

As you know, Atlantic Aviation, as a long standing FBO services provider and partner to Friedman Memorial Airport, has requested that it be included in the upcoming Request for Proposal (RFP) process. There are four primary and compelling reasons to allow Atlantic Aviation to submit a proposal for consideration:

1. **Business, Operating and Customer Needs:** Atlantic Aviation needs additional land to support our existing operation and customers and to meet pending needs that we will not be able to safely accommodate on our current limited real estate footprint. Atlantic Aviation desires only 3-4 acres of the available developable land in order to address aircraft hangar and parking.
2. **An Exclusive Right will not Exist:** Section 8.7.b(2) of FAA Order 5190.6B, the Airport Compliance Manual ("Manual") provides: "A sponsor may exclude an incumbent on-airport service provider from responding to a[n] ... RFP by eliminating the provider from eligibility for the RFP based on the sponsor's desire to increase competition in airport services. The FAA will not consider that action a violation of Grant Assurance 22, Economic Nondiscrimination since the sponsor is taking a necessary step to preclude granting of an exclusive right." **Atlantic Aviation is not seeking to exclude FBO competition** at the airport and we appreciate and respect the caution against granting exclusive rights. To the contrary, **Atlantic Aviation merely desires to pursue a reasonable and limited amount of the development land** to expand its hangar capacity at the Airport in a manner that satisfies current and future demand while optimizing benefits to the Airport. Due to our limited request, there is no reasonable basis to categorically exclude Atlantic Aviation from the RFP process altogether in an effort to prevent an exclusive right that cannot exist under the facts.
3. **The Potential for Unfair Competition:** The proposed development by Atlantic Aviation will leave sufficient residual land for a second FBO to compete on a similar sized parcel to Atlantic. While the competitor site will have the advantage of being contiguous unlike the split site that Atlantic will operate, the outcome could be considered fair if the two FBOs have equal real estate which satisfy the minimum standards.

Without additional land and assuming a competitor occupies the whole RFP site, competition will be unreasonable and unfair having regard to Atlantic Aviation's limited footprint compared to that of an incoming competitor.

4. **Unjust Discrimination Against Atlantic Aviation and Potential Grant Assurance Violation:** Grant Assurance 22 provides in relevant part that the Airport must **"make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport."**

- "Section 9.7. **obligates the sponsor to make available suitable areas or space on reasonable terms to those willing and qualified to offer aeronautical services to the public** (e.g., air carrier, air taxi, charter, flight training, or crop-dusting services) **or support services (e.g., fuel, storage, tie-down, or flight line maintenance services) to aircraft operators**. Sponsors are also obligated to make space available to support aeronautical activity of noncommercial aeronautical users (i.e., hangars and tie-down space for individual aircraft owners). This means that unless it undertakes to provide these services itself, **the sponsor has a duty to negotiate in good faith for the lease of premises available to conduct aeronautical activities.**"
- **Grant Assurance 22, Economic Nondiscrimination, requires the sponsor to negotiate in good faith and on reasonable terms with prospective aeronautical service providers.**"

Precluding Atlantic Aviation from participating in the RFP process risks violating Grant Assurance 22. We want to ensure that the Airports' understandable caution does not inadvertently result in it taking action that may, ironically, cause it to violate other FAA Grant Assurances. All parties have a vested interest in the Airport's continued compliance with Grant Assurances.

Thank you for the opportunity to provide comment and guidance through this upcoming process. I trust that the Airport, the County, and City will come to the right decision on this matter and allow Atlantic Aviation to participate in the upcoming RFP process. Please do not hesitate to contact us if you have any questions or wish to discuss them further. Atlantic Aviation values its great and longstanding partnership with the Airport, and we look forward to continuing that partnership.

Sincerely,

Kyle H. Schultz
SVP of Operations - Mountain Region
Safety Council Team Member



T: 303.830.7700 | M: 303.912.4349
kyle.schultz@atlanticaviation.com



**ACCOUNTING
POLICIES AND PROCEDURES
MANUAL**

DRAFT

Adopted _____

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I. Introduction

The purpose of this manual is to describe all accounting policies and procedures currently in use at Friedman Memorial Airport Authority and to ensure that the financial statements conform to generally accepted accounting principles; assets are safeguarded; guidelines of grantors and donors are complied with; and finances are managed with accuracy, efficiency, and transparency.

All Friedman Memorial Airport Authority's staff with a role in the management of fiscal and accounting operations are expected to comply with the policies and procedures in this manual.

These policies will be reviewed annually and revised as needed by the staff and approved by the Airport Director and Finance Committee of the Board of Directors.

II. Division of Responsibilities

The following is a list of personnel who have fiscal and accounting responsibilities:

Authority Board

1. Reviews and approves the annual budget
2. Reviews annual and periodic financial statements and information
3. Reviews Airport Director's performance annually and establishes the salary
4. Board Members will be authorized signers on the bank accounts
5. Reviews and approves all budgeted expenditures \$100,000 or more
6. Reviews and approves all non-budgeted expenditures \$100,000 or more
7. Reviews and advises staff on internal controls and accounting policies and procedures

Finance Committee

1. Reviews and approves all non-budgeted expenditures greater than \$50,000 and less than \$100,000

Board Chair

1. Reviews and approves all budgeted expenditures greater than \$50,000 and less than \$100,000
2. Reviews and approves all non-budgeted expenditures greater than \$25,000 and up to \$50,000

Airport Director

1. Reviews and approves all financial reports including cash flow projections
2. Reviews and oversees development of the annual budget
3. Reviews and signs all issued checks and/or approves check signing procedures
4. Reviews and approves all budgeted expenditures up to \$50,000
5. Reviews and approves all non-budgeted expenditures up to \$25,000
6. Reviews and approves all grant submissions
7. Approves inter-account bank transfers
8. Is on-site signatory for all bank accounts
9. Oversees the adherence to all internal controls

Deputy Director, Finance & Administration

1. Reviews all program expenditures
2. Monitors program budgets
3. Prepares and reviews payroll
4. Reviews and manages cash flow
5. Reviews and approves all reimbursements and fund requests
6. Processes all inter-account bank transfers
7. Develops the annual budget
8. Reviews all incoming and outgoing invoices
9. Manages the petty cash fund
10. Monitors and manages all expenses to ensure most effective use of assets
11. Monitors grant reporting and appropriate release of temporarily restricted funds
12. Oversees expense allocations

13. Monitors and makes recommendations for asset retirement and replacement
14. Reviews, revises, and maintains internal accounting controls and procedures
15. Reviews all financial reports
16. Maintains general ledger
17. Prepares monthly reports

Accounts Receivable/Administrative Coordinator

1. Overall responsibility for data entry into accounting system and integrity of accounting system data relating to Accounts Receivables
2. Makes bank deposits
3. Assists with monthly and year-end financial reporting
4. Opens all bank statements, reviews for any irregularities, and completes the monthly bank reconciliations

Accounts Payable/Administrative Coordinator

1. Overall responsibility for data entry into accounting system and integrity of accounting system data relating to Accounts Payables
2. Processes invoices and prepares checks for signature
3. Mails vendor checks

Bookkeeper/CPA

1. Processes payroll
2. Prepares year-end financial reports
3. Prepares annual financial statements and related notes for the annual audit

*Note – Approval will still occur via the Contract signature or Purchase Order. Airport Director can assign his/her authority. Board approval would only be necessary if the expenditure is \$100,000 or greater and/or will exceed the total approved spending authority for the Airport, which would require a Budget Amendment via Public Hearing. (per FMAA Resolutions 2021-01 and 2021-02)

III. Chart of Accounts and General Ledger

Friedman Memorial Airport Authority has designated a Chart of Accounts specific to its operational needs and the needs of its financial statements. The Deputy Director, Finance & Administration is responsible for maintaining the Chart of Accounts and revising as necessary.

The general ledger is automated and maintained using our accounting software. All input and balancing is the responsibility of the Administrative Coordinators with final approval by the Deputy Director, Finance & Administration.

The Deputy Director, Finance & Administration should review the general ledger on a periodic basis for any unusual transactions.

IV. Cash Receipts

Cash receipts generally arise from:

1. Contracts and Grants
2. Tenant Leases

The principal steps in the cash receipts process are:

The Accounts Receivable/Administrative Coordinator receives incoming mail and opens, date stamps, and distributes it accordingly. An appointed individual (other than the Accounts Receivable/Administration Coordinator) enters all checks into a log, stamps all checks “for deposit only,” and makes a copy of each check. The checks are kept in a secure cabinet until handed to the Accounts Receivable/Administrative Coordinator for processing and deposit.

Weekly (or more often if necessary), the appointed individual submits the endorsed checks and deposit lot to the Accounts Receivable/Administrative Coordinator for processing. The Accounts Receivable/Administrative Coordinator processes the deposit and takes it to the bank for deposit. A copy of the deposit slip is attached to the deposit. The deposits are filed electronically.

All cash received will be counted, verified, and signed off by the “appointed individual” and the Accounts Receivable/Administrative Coordinator. The cash will be posted by the Accounts Receivable/Administrative Coordinator using the appropriate allocation. A receipt will be given to the paying party and a copy kept for internal purposes. The cash will be kept in a secure location and deposited with the next weekly deposit.

V. Inter-Account Bank Transfers

The Deputy Director, Finance & Administration monitors the balances in the bank accounts to determine when there is a shortage or excess in the checking account and makes transfers when necessary.

VI. Cash Disbursements & Expense Allocations

Cash disbursements are generally made for:

1. Payments to vendors for goods and services
2. Staff training and development
3. Memberships and subscriptions
4. Meeting expenses
5. Employee reimbursements
6. Marketing/promotional materials

Checks are processed semi-monthly. Checks can be prepared manually within one day, but this should be limited to emergency situations.

Requests for cash disbursements are submitted to Accounting in three ways:

1. Original invoice
2. Purchase request (submitted on approved form)
3. Employee expense report or reimbursement request

All invoices/receipts/reimbursement requests must be coded appropriately and approved by the Department Manager prior to being paid.

The Deputy Director, Finance & Administration reviews all requests for payment and:

1. Verifies expenditure and amount
2. Approves for payment if in accordance with budget
3. Provides or verifies appropriate allocation information
4. Provides date of payment taking into account cash flow projections

The Accounts Payable/Administrative Coordinator processes all payments and:

1. Enters them into the Accounts Payable software
2. Submits the Unpaid Bills Detail report with backup documentation to Deputy Director, Finance & Administration for initial review, who then submits to Airport Director for initial review and approval.
3. Once the Unpaid Bills Detail report is approved, prints checks and Check Detail Report
4. Submits checks and Check Detail Report to Airport Director for approval and signature. All checks require a second signature from an authorized board or staff member. Authorized board or staff member also signs Check Detail Report.
5. Mails checks and appropriate backup documentation
6. Files all backup documentation and copies of check in document retention software
7. Runs an accounts payable aging at the end of each month and submits to the Deputy Director, Finance & Administration to assure timely payment of all invoices

VII. Credit Card Policy and Charges

All staff members who are authorized to carry an organization credit card will be held personally responsible in the event that any charge is deemed personal or unauthorized. Unauthorized use of the credit card includes: personal expenditures of any kind; expenditures which have not been properly authorized; meals, entertainment, gifts, or other expenditures which are prohibited by budgets, laws, and regulations, and the entities from which Friedman Memorial Airport Authority receives funds.

The receipts for all credit card charges will be submitted to the Accounts Payable department within two (2) weeks of the purchase along with proper documentation. The Deputy Director, Finance & Administration and Department Manager will review and approve all charges and the Accounts Payable/Administration Coordinator will verify all credit card charges with the monthly statements. Charges will be entered into the payables workflow and processed via the typical payables procedure.

VIII. Accruals

To ensure a timely close of the year-end General Ledger, Friedman Memorial Airport Authority may book accrual entries. Some accruals will be made as recurring entries.

Accruals to consider:

1. Accrued interest on money market accounts, certificates of deposits, etc.
2. Recurring expenses, including employee vacation accrual, prepaid corporate insurance, depreciation, etc.

IX. Bank Account Reconciliations

1. At the beginning of each month, the Deputy Director, Finance & Administration reviews the statements for unusual balances and/or transactions.
2. The Accounts Receivable/Administration Coordinator performs timely reconciliation as follows: a comparison of dates and amounts of deposits as shown in the accounting system and on the statement, a comparison of inter-account transfers, an investigation of any rejected items, a comparison of cleared checks with the accounting record including amount, payee, and sequential check numbers.
3. The Accounts Receivable/Administration Coordinator will verify that voided checks, if returned, are appropriately defaced and filed.
4. The Accounts Receivable/Administration Coordinator will investigate any checks that are outstanding over three months.
5. The reconciliation report will be reviewed initially by the Deputy Director, Finance & Administration, then approved, dated, and initialed by the Airport Director.

X. Property and Equipment

Property and equipment include items such as:

1. Land
2. Construction in progress
3. Buildings and improvements
4. Airfield and general improvements
5. Office equipment
6. Security
7. Maintenance equipment & vehicles
8. Assessments, plans & studies

It is the organization's policy to capitalize all items which have a unit cost greater than five thousand dollars (\$5,000) and a useful life of over one year. Items purchased with a value or cost less than five thousand dollars (\$5,000) will be expensed in the period acquired.

1. A Fixed Asset Log is maintained by the Bookkeeper/CPA including date of purchase, asset description, purchase/donation information, cost/fair market value, donor/funding source, identification number, life of asset.
2. The Log will be reviewed by the Deputy Director, Finance & Administration.
3. Annually, a physical inspection and inventory will be taken of all fixed assets and reconciled to the general ledger balances.
4. Depreciation is recorded at least annually. Depreciation is computed using the straight-line method over the estimated useful lives of the related assets. Any impaired assets discovered during the inventory will be written down to their actual value.

XI. Payroll Processing

1. Timesheets are to be prepared by all staff on the approved form and submitted monthly within the first week of the following month. Exceptions to the submittal date may occur and will be communicated accordingly.
2. Timesheets are to be submitted electronically through the document retention workflow and approved by the employee and the employee's supervisor for submission to the Airport Director.
3. Any changes in base pay rate must be accompanied by an Employee Status Change Form and signed by the Airport Director before the change can be made.
4. The Deputy Director, Finance & Administration will review and compile the payroll data and submit to the Bookkeeper/CPA for processing. Payroll will be processed in a timely manner and Bookkeeper/CPA will record vacation time, holiday hours, sick time, and any other information deemed necessary to properly reflect time worked.
5. Paychecks will be distributed by the Deputy Director, Finance & Administration on the 15th and last day of each month. If the 15th and/or the last day of the month fall on a weekend or holiday the paychecks will be distributed the day before.
6. If the employee requests that his/her check be turned over to a third party, the request must be made in writing at least one (1) week prior to distribution.
7. Employees may choose direct deposit to a designated bank account. Their paycheck is deposited directly into the designated account on the payroll date. The employee will receive a verification stub.
8. The Deputy Director, Finance & Administration will review payroll expenditures and allocations monthly.
9. All quarterly federal and state payroll reports will be prepared and filed appropriately.
10. All W-2 statements are issued to employees prior to January 31st of the following year for the prior calendar year.

XII. Fiscal Year-End Close

1. At the end of each fiscal year end, the Deputy Director, Finance & Administration and Bookkeeper/CPA will review all balance sheet accounts including verification of the following balances: cash accounts match the bank reconciliations, fixed assets accounts reflect all purchases, write-downs and retirements, accounts receivable and payable accounts match outstanding amounts due and owed.
2. The income and expense accounts review will include reconciliation to amounts received and expended and verification that payroll expenses match the payroll reports including federal and state payroll tax filings.
3. Once the final fiscal year-end financial statements are run, reviewed, and approved by the Deputy Director, Finance & Administration and Bookkeeper/CPA, no more entries or adjustments will be made into that year's ledgers.
4. All other appropriate government filings including those required by the state tax board and attorney general's office will be completed and filed with the appropriate agency.

XIII. Financial Reports

The Bookkeeper/CPA will prepare the annual financial statements and related notes for distribution to the Deputy Director, Finance & Administration.

Periodic and annual financial reports will be submitted to the Finance Committee and Authority Board for review and approval.

XIV. Fiscal Policy Statements

1. All cash accounts owned by Friedman Memorial Airport Authority will be held in financial institutions which are insured by the FDIC and the State of Idaho Local Government Investment Pool. No bank account will carry a balance over the FDIC insured amount.
2. All capital expenditures which exceed five thousand dollars (\$5,000) will be capitalized if the useful life is over one year.
3. No salary advances will be made under any circumstances.
4. No travel cash advances will be made except under special conditions and pre-approved by the Airport Director.
5. Reimbursements will be paid upon complete expense reporting and approval using the official Friedman Memorial Airport Authority form.
6. Any donated item with a value exceeding (\$50) will be recorded and a letter acknowledging the donation will be sent to the donor within two weeks of the receipt of the donation.
7. All volunteer time shall be recorded as in-kind donations.
8. The Airport Director and designated Board and/or staff members are the signatories on Friedman Memorial Airport Authority's bank accounts. All disbursements require a second signature by an authorized board or staff member. Checks over \$100,000 require approval from the Friedman Memorial Airport Authority Board.
9. Bank statements will be reconciled monthly.

NOTICE OF AWARDDated: September 5, 2023

TO: Oshkosh Airport Products, Division of Pierce Manufacturing
 (BIDDER)

ADDRESS: 7751 Collections Center Drive
Chicago, IL 60693

OWNER: Friedman Memorial Airport

OWNERS' CONTRACT NO. 23-169

CONTRACT FOR: Procurement of Oshkosh Striker 6x6 ARFF Vehicle
 (Insert name of Contract as it appears in the Bidding Documents)

You are notified that your Bid (Sourcewell Contract #113021-OKC) dated August 1, 2023, submitted to the Friedman Memorial Airport for the above Contract has been considered. You have been awarded a contract for the above referenced project for One Million Two Hundred Seventeen Thousand Three Hundred Ten Dollars and No Cents (\$1,217,310.00).

See attached Price Schedule for specific options included.

Three unexecuted copies of the proposed Procurement Agreement accompany this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. You must deliver to the Owner 1 fully executed counterparts of the Procurement Agreement including all the Contract Documents.
2. Other Conditions and Precedents.

Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid abandoned, to annul this Notice of Award.

Within ten days after you comply with those conditions, Owner will return to you one fully signed

COPY to ENGINEER

counterpart of the Procurement Agreement with the Contract Documents attached.

ACCEPTANCE OF AWARD

Friedman Memorial Airport Authority
(OWNER)

Oshkosh Airport Products, Division of Pierce
Manufacturing
(CONTRACTOR)

By: _____
(OWNER)

By: _____
(AUTHORIZED SIGNATURE)

(TITLE)

(TITLE) (DATE)

PROCUREMENT AGREEMENT

THIS AGREEMENT is dated as of the 5th day of September the year 2023 by and between the **Friedman Memorial Airport Authority, 1616 Airport Circle, Hailey, ID 83333** (hereinafter called Owner) and **Oshkosh Airport Products, Division of Pierce Manufacturing, 7751 Collections Center Drive, Chicago, IL 60693** (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1 GOODS AND SERVICES

Contractor shall furnish all Goods, Special Services and other services as specified or indicated in the Contract Documents. The Goods and Special Services to be furnished are generally described by Schedule, or part thereof as identified in the Notice of Award as follows:

Procurement of Oshkosh Striker 6x6 ARFF Vehicle

The Project for which the Goods and Special Services under the Contract Documents may be the whole or only a part is generally described as follows:

Procurement of Oshkosh Striker 6x6 ARFF Vehicle
Sourcewell
Contract number 1131021-OKC

Article 2 ENGINEER

The Goods have been specified by Ardurra Group, 2471 S. Titanium Place, Meridian, Idaho 83642-6703, who is hereinafter called Engineer and who will assume all duties and responsibilities and will have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3 POINT OF DELIVERY

The place where the Goods are to be delivered to the point of delivery, designated as the Airport Operations Building, Friedman Memorial Airport, Hailey, Idaho.

Article 4 CONTRACT TIME

4.1 The Goods are to be delivered to the point of delivery, commissioned and ready for Owner's acceptance on or before **425 calendar days** from the effective date of the

Procurement Agreement. Work encompassed by this Agreement as identified in Article 1 above shall be Complete and ready for Final Payment, in accordance with the following:

- 4.2 All Shop Drawings and samples required by the Contract Documents shall be submitted to Engineer for review and approval.
- 4.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Goods are not delivered at the point of delivery and ready for acceptance of delivery by Owner before the time specified in paragraph 4.1 above, plus any extensions thereof allowed. They also recognize that the timely performance of services by other parties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Goods are not delivered on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Five Hundred and 00/100 dollars (\$500.00) for each day** that expires after the time specified in paragraph 4.1 for delivery of acceptable Goods.

Article 5 CONTRACT PRICE

Owner shall pay Contractor for furnishing the Goods and Special Services and for performing other services in accordance with the Contract Documents in current funds as follows: See copy of Contractor's Price Schedule marked Exhibit 2, attached.

Article 6 PAYMENT PROCEDURES

Contractor shall submit Applications for Payment to the Engineer. Applications for Payment will be processed by Engineer.

- 6.1 Progress Payments. Owner shall make progress payments on account of the Contract Price in accordance with the basis of Contractor's Applications for Payment as provided below.
 - 6.1.1 Upon receipt of the first Application for Payment accompanied by the Engineer's recommendation of payment, Owner shall pay to Contractor an amount equal to 95% of the Contract Price.
 - 6.1.2 The Contractor is notified and accepts by execution of the Procurement Agreement, that progress payments may not be made for up to 60 (sixty) days from the date of receipt of the payment request by the Owner. Owner shall within sixty days after receipt of each Application for Payment with Engineer's recommendation pay Contractor the amount recommended; but in the case of the Application for Payment upon Owner's acceptance of delivery of the Goods, said

sixty day period may be extended for so long as is necessary for Owner to examine the bill of sale and other documentation submitted therewith. Owner shall notify Contractor promptly of any deficiency in the documentation and shall not unreasonably withhold payment.

- 6.2 Final Payment. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment, Owner shall pay the remainder of the Contract Price as recommended by Engineer. If the Application and accompanying documentation are appropriate as to form and substance, Owner shall, within sixty days after receipt thereof, pay Contractor the amount recommended by the Engineer.
- 6.3 Payments to Subcontractors. The Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Contractor receives from the Owner. The Contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the Owner. Failure by the Contractor to carry out these requirements shall be a material breach of the agreement.

Article 7 INTEREST

All amounts not paid when due shall bear interest at the rate of 5 percent per annum.

Article 8 CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 8.1 Contractor has familiarized himself with the nature and extent of the Contract Documents and has given Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the Engineer is acceptable to the Contractor.
- 8.2 Contractor has familiarized himself with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, production and delivery of the Goods and furnishing Special Services and other services in connection therewith.
- 8.3 Contractor does not require additional information from Owner or Engineer to enable Contractor to furnish Goods, Special Services and other services at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the

Contract Documents, but subject to Contractor's right to request interpretations and clarifications.

- 8.4 Contractor has correlated the results of all such observations, examinations, investigations and resolutions with the terms of the Contract Documents.
- 8.5 The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.
- 8.6 The Contractor will ensure that the following clause is placed in every subcontract to which the Contractor is a party:

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

Article 9 CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Procurement Agreement between Owner and Contractor consist of the following:

- 9.1 This Agreement, pages 1 to 6, inclusive.
- 9.2 Exhibits to this Agreement, 1 to 2, inclusive.
- 9.3 Certificates of Insurance.
- 9.4 Notice of Award.
- 9.5 Contract Documents bearing the title: **Sourcewell Contract #113021-OKC**, effective April 5, 2022, attached as Exhibit 1.
- 9.6 **Contractor's Striker 6x6 Price Schedule**, attached as Exhibit 2.

- 9.7 Documentation submitted by Contractor prior to Notice of Award.
- 9.8 Any Modification, including Change Orders, duly delivered after execution of Procurement Agreement.

There are no Contract Documents other than those listed above in this Article 9. The Contract Documents may only be altered, amended or repealed by written agreement of both parties.

Article 10 MISCELLANEOUS

- 10.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 10.2 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 10.3 The Contractor, in consideration of securing the business of constructing public works in this state, recognizing that the business in which he is engaged is of a transitory character, and that in the pursuit thereof, his property used therein may be without the state when taxes, excises, or license fees to which he is liable becomes payable, agrees:
- 10.3.1 To pay promptly when due all taxes, (other than on real property), excises and license fees due to the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term to this Agreement, whether or not the same shall be payable at the end of such term;
- 10.3.2 That if the said taxes, excises, and licenses fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and
- 10.3.3 That, in the event of his default in the payment or securing of such taxes, excises, and licenses fees, to consent that the department, officer, board, or taxing unit entering into this Agreement may withhold from any payment due him hereunder

the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said Contractor is liable.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on _____, 2023.

Owner:

Contractor:

Friedman Memorial Airport Authority

Oshkosh Airport Products, Division of Pierce Manufacturing

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest _____

Address for giving notices:

Address for giving notices:

1616 Airport Circle

7751 Collections Center Drive

Hailey, Idaho 83333

Chicago, IL 60693



Solicitation Number: RFP #113021

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Oshkosh Corporation, 1917 Four Wheel Dr., Oshkosh, WI 54902 (Supplier), and Supplier's consolidated subsidiaries as defined in the Proposal.

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell 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 Sourcwell receives the most current information.

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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

3. *Use; Quality Control.*

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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. 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.

D. WAIVER OF SUBROGATION. Omitted.

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental,

developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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.

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113021-OKC

Sourcewell

DocuSigned by:

Jeremy Schwartz

C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

4/5/2022 | 4:53 PM CDT

Date: _____

Oshkosh Corporation

By: _____

James W. Johnson

Title: Executive Vice President and President
Fire & Emergency Segment

Date: APRIL 5 '22

Approved:

DocuSigned by:

Chad Coquette

7E42B8F817A64CC...

By: _____

Chad Coquette

Title: Executive Director/CEO

4/5/2022 | 4:54 PM CDT

Date: _____

RFP 113021 - Firefighting Apparatus and Fire Service Vehicles

Vendor Details

Company Name:	Pierce Manufacturing
Does your company conduct business under any other name? If yes, please state:	WISCONSIN
Address:	2600 American Drive Appleton , WI 54914
Contact:	Michelle Swokowski
Email:	mswokowski@piercemfg.com
Phone:	920-832-3272
Fax:	920-740-6252
HST#:	

Submission Details

Created On:	Monday October 18, 2021 12:41:15
Submitted On:	Tuesday November 30, 2021 16:18:31
Submitted By:	Michelle Swokowski
Email:	mswokowski@piercemfg.com
Transaction #:	724f061f-10fb-4d93-bd02-b5afd9c2b906
Submitter's IP Address:	198.190.231.15

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")	Oshkosh Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Pierce Manufacturing Inc. Oshkosh Airport Products, LLC	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	As used herein, the "Company," "we," "us" and "our" refers to Oshkosh Corporation and its consolidated subsidiaries. "Oshkosh" refers to Oshkosh Corporation, subsidiaries, Pratt & Miller Engineering & Fabrications, LLC (Pratt Miller), Pierce Manufacturing Inc. (Pierce), McNeilus Companies, Inc. (McNeilus) and its wholly owned subsidiaries, Oshkosh Airport Products, LLC (Airport Products), Kewaunee Fabrications, LLC (Kewaunee (IMT) or any other subsidiaries. Other assume names herein are often identified to be Frontline Communications, ARFF, Airport , Pierce.	*
4	Proposer Physical Address:	Oshkosh Corporation 1917 Four Wheel Dr. Oshkosh WI, 54902 Pierce Manufacturing Inc. 2600 American Dr. Appleton WI, 54914 Oshkosh Airport Products, LLC. 1515 County Rd. O Neenah WI, 54956	*
5	Proposer website address (or addresses):	www.oshkoshcorp.com www.Piercemfg.com, www.frontlinecomm.com, www.oshkoshairport.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):	James W. Johnson Executive Vice President and President, Fire & Emergency Segment Pierce Manufacturing Inc. 2600 American Drive Appleton, WI 54914 Email: jjohnson@piercemfg.com Phone: 920-832-3000 Refer to authorized signers for Oshkosh Corporation, Pierce Manufacturing and Oshkosh Airport Products in additional documents.	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Michelle Swokowski Sales Operations Manager, Pierce Manufacturing Inc. 2600 American Drive Appleton WI 54914 Email: mswokowski@piercemfg.com Phone: 920-832-3272	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Brianna Propson, Sales Representative, Oshkosh Airport Products, LLC. 1515 County RD O Neenah WI, 54956 Email: bpropson@airport.oshkoshcorp.com Phone: 920-215-5135	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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9

Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.

Oshkosh Corporation Overview

Oshkosh Corporation was founded in 1917, driven by a breakthrough four-wheel drive system that gave people the courage and confidence to go places they never thought they would. Today, more than 14,000 Oshkosh team members are putting over 850 active patented technologies to work serving, developing, and connecting communities around the world. Oshkosh Corporation is a leading manufacturer and marketer of access equipment, specialty vehicles and truck bodies for the primary markets of access equipment, defense, fire & emergency and municipal, refuse hauling, concrete placement as well as airport services. s. Oshkosh products can be found in more than 150 countries under the brands of JLG®, Pierce®, Oshkosh® Defense, McNeilus®, IMT®, Jerr-Dan®, Frontline™, Oshkosh® Airport Products, and London™ and Pratt Miller.

Pierce and Airport Products are subsidiaries of Oshkosh and are part of the Fire & Emergency Segment of Oshkosh. We believe in advancing the world around us through building, serving, and protecting people and communities. We are united by a common purpose: to make a difference in people's lives. Our values are the belief system that helps us ensure our behaviors are aligned with our purpose and drive us to do great work for great people.

Oshkosh Core Values:

WE PUT PEOPLE FIRST

- We treat people how they need to be treated.
- We keep people safe, within our walls and those using our products.
- We care for the emotional, physical, and financial wellbeing of our people.
- We celebrate what makes each of us unique.
- We value other's words and ideas.
- We respect the impact we have on each other; on the people we serve and in communities around the world.

WE DO THE RIGHT THING

- We do the right thing, the right way, for the right reasons.
- We take responsibility for our actions.
- We speak up and share our thoughts and concerns.
- We keep our promises.
- We respect our environment: both where we work and the planet we rely on.

WE PERSEVERE

- We push the bounds of technology and engineering to bring value to our customers and those who count on us.
- We challenge the impossible to make a difference every day.
- We are courageous and steadfast.
- We strive to overcome obstacles and achieve our goals.

WE ARE BETTER TOGETHER

- We welcome ideas different from our own.
- We rely on diversity to drive innovation.
- We create an inclusive, empowering environment for all.
- We work together across geographies, platforms, business units and functions to help our company reach its fullest potential.

Business Philosophy:

Our strategy is "Innovate. Serve. Advance." We innovate customer solutions by combining leading technology and operational strength to empower and protect the everyday hero. We serve and support those who rely on us with a relentless focus throughout the product lifecycle. We advance by expanding into new markets and geographies to make a difference around the world.

As a corporation, our culture is one committed to conducting business with integrity, in accordance with the highest ethical standards and in compliance with applicable laws and regulations. The guidelines, laws, regulations, policies, and procedures that govern our conduct as employees and contractors of Oshkosh Corporation are embodied in our Code of Ethics & Standards of Conduct - The Oshkosh Way.

Business Longevity:

Pierce was founded in 1913 and is the leading domestic designer and manufacturer of fire apparatus assembled on custom chassis, designed, and manufactured to meet the special needs of firefighters. Pierce also designs and manufactures fire apparatus assembled on commercially available chassis, which are produced for multiple end-customer applications. Pierce's engineering expertise allows it to design its vehicles to meet stringent industry guidelines and government regulations for safety and effectiveness. Pierce primarily serves domestic municipal customers, but also sells fire apparatus to the DoD, airports, universities, and large industrial companies, and in international markets. Pierce's history of innovation, research and development in consultation with firefighters has resulted in a broad product line that features a wide range of innovative, high-quality custom and commercial firefighting equipment with advanced fire suppression capabilities. In an effort to be a single-source supplier for its customers, Pierce offers a full line of custom and commercial fire apparatus and emergency vehicles, including pumpers, aerial platform, ladder and tiller trucks, tankers, light-, medium- and heavy-duty rescue vehicles, wildland

		<p>rough terrain response vehicles, mobile command and control centers, bomb squad vehicles, hazardous materials control vehicles and other emergency response vehicles. Refer to "Pierce Timeline.pdf" in Financial Strength and Stability folder.</p> <p>Oshkosh Airport Products is a leader in the design and sale of ARFF vehicles to domestic and international airports. These highly specialized vehicles are required to be in service at most airports worldwide to support commercial airlines in the event of an emergency. Our first Aircraft Rescue and Fire Fighting (ARFF) vehicle was delivered to the U.S. Navy in 1968.</p> <p>We are able to attract and retain new customers because we take pride in a quality product we build and provide second to none in service and support nationwide. We are the leading manufacturer of fire apparatus because of this – our loyal customers!</p> <p>Refer to "9. Oshkosh Corporation 2020 Annual Report.pdf", "9. Oshkosh Strategy Innovate Serve Advance Strategy.pdf", "9. The_Oshkosh_Way_English.pdf", "9. 2020_Sustainability_Report.pdf", and "9. Equal Employment Opportunity.pdf" in Financial Strength and Stability folder for more information.</p>	
10	What are your company's expectations in the event of an award?	<p>The Sourcewell consortium program will extend another avenue for the fire industry customer base to purchase a fire apparatus efficiently and effectively through a proven program.</p> <p>The Sourcewell consortium will be a nationwide including Canada avenue that is promoted across the Pierce sales force that consists of 23 authorized Pierce Dealers and their respective team members.</p> <p>The fundamental expectation is around education and promotion. The Pierce Dealer network and Airport Products sales team is expected to understand our product and the tools available to the customer to achieve what is in the best interest of the customer.</p>	*
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.	<p>Pierce Manufacturing Inc. and Oshkosh Airport Products, LLC are subsidiaries of Oshkosh Corporation, which is a publicly traded company.</p> <p>We have attached our annual report, SEC Filings along with the Dunn & Bradstreet report often used by lenders and investors to determine a company's eligibility for credit. This report along with any of the financial statements demonstrate Oshkosh Corporation and its subsidiaries to be financially sound. For additional information please refer to the below path. http://investor.oshkoshcorporation.com/investors/overview/</p> <p>Oshkosh Corporation maintains an investment grade credit rating. The rating agencies periodically update the Company's credit ratings as events or changes in economic conditions occur. As of September 30, 2021, the long-term credit ratings assigned to the Company's senior debt securities by the credit rating agencies engaged by the Company were as follows: Fitch Ratings BBB-; Moody's Investor Services, Inc. Baaa3; Standards & Poor's BBB.</p> <p>Refer to "11. Oshkosh Corp Q4 and-Full-Year-Results-2021.pdf", "11. Oshkosh Corporation Form 10-K.pdf", "11. D&B Finance Analytics Report.pdf", "11. Bank of America. Oshkosh Reference.pdf", "11. Pierce Manufacturing Certificate of Status 062021.pdf", and "11. Oshkosh Airport Products Certificate of Status July 2021.pdf" in Financial Strength and Stability folder for more information.</p>	*

12	What is your US market share for the solutions that you are proposing?	<p>Pierce is the leader in domestic market share of fire apparatus. Oshkosh Corporation is traded on the New York Stock Exchange since 2002. Financial information can be obtained by visiting the below link. http://investor.oshkoshcorporation.com/investors/financial-information/annual-and-quarterly-reports/default.aspx</p> <p>Fire & Emergency segment. Through Pierce, the Company is the leading domestic designer and manufacturer of fire apparatus assembled on custom chassis, designed and manufactured to meet the special needs of firefighters. Pierce also designs and manufactures fire apparatus assembled on commercially available chassis, which are produced for multiple end-customer applications. Pierce's engineering expertise allows it to design its vehicles to meet stringent industry guidelines and government regulations for safety and effectiveness. Pierce primarily serves domestic municipal customers, but also sells fire apparatus to the DoD, airports, universities and large industrial companies, and in international markets. Pierce's history of innovation, research and development in consultation with firefighters has resulted in a broad product line that features a wide range of innovative, high-quality custom and commercial firefighting equipment with advanced fire suppression capabilities. In an effort to be a single-source supplier for its customers, Pierce offers a full line of custom and commercial fire apparatus and emergency vehicles, including pumpers, aerial platform, ladder and tiller trucks, tankers, light-, medium- and heavy-duty rescue vehicles, wildland rough terrain response vehicles, mobile command and control centers, bomb squad vehicles, hazardous materials control vehicles and other emergency response vehicles.</p> <p>The Company, through Airport Products, is a leader in the design and sale of ARFF vehicles to domestic and international airports. These highly specialized vehicles are required to be in service at most airports worldwide to support commercial airlines in the event of an emergency. Many of the largest airports in the United States, including LaGuardia International Airport, John F. Kennedy International Airport, O'Hare International Airport, Denver International Airport, Baltimore-Washington International Airport, Dallas/Fort Worth International Airport, Tampa International Airport, Philadelphia International Airport and San Francisco International Airport, are served by the Company's ARFF vehicles. The U.S. government also maintains a fleet of ARFF vehicles that are used to support military operations throughout the world. Internationally, the Company's vehicles serve, among others, Beijing, China and more than fifty other airports in China; Singapore; Indonesia; Quebec, Canada; Abu Dhabi, UAE; and Birmingham, Cardiff, Manchester and Liverpool, United Kingdom. In addition, the Company has recently delivered ARFF vehicles to airports in Mexico, Japan, Egypt, Nepal, Iraq and the British Virgin Islands. The Company believes that the performance and reliability of its ARFF vehicles contribute to the Company's strong position in this market.</p> <p>The Company, through its Frontline brand, is a leading manufacturer, system designer and integrator of broadcast vehicles, including electronic field production trailers, satellite news gathering and electronic news gathering vehicles for broadcasters and command trucks for local and federal governments along with being a leading supplier of military simulator shelters and trailers under the Oshkosh Specialty Vehicles (OSV) brand. The Company's vehicles have been used worldwide to broadcast the NFL Super Bowl, the FIFA World Cup and the Olympics.</p>	*
13	What is your Canadian market share for the solutions that you are proposing?	<p>Pierce along with their strong dealer sales and service network that has driven increase Canadian market share. The Pierce Canadian dealer consist of 3 dealers that lead multiple service locations. We also partner with MAXI-METAL Inc leveraging the MAXI Saber program since 2016 and US Contender since 2017. Each Dealer has a signed dealer agreement to sell Pierce fire apparatus in the designated territory awarded to them. They are Prime on contracts and are supported by the 2500+ Pierce employees.</p>	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

<p>15</p>	<p>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.</p> <p>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?</p> <p>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>	<p>Pierce and Airport Products are best described as manufacturers.</p> <p>Pierce and Airport Products are best described as manufacturers. The Pierce Dealer network consists of 20 US based Dealers and 3 Canadian based Dealers. Each Dealer has a signed dealer agreement to sell Pierce fire apparatus in the designated territory awarded to them. They are Prime on contracts and are supported by the 2500+ Pierce employees. The Company believes the geographic breadth, size and quality of its Pierce fire apparatus sales and service organization are competitive advantages in a market characterized by a few large manufacturers and numerous small, regional competitors.</p> <p>Pierce's fire apparatus is sold through an extensive network of independent sales and service organizations with over 300 hundred sales representatives in the U.S. and Canada, which combine broad geographical reach with high frequency of contact with fire departments and municipal government officials. These sales and service organizations are supported by product and marketing support professionals and contract administrators at Pierce. The Company believes high frequency of contact and local presence are important to cultivate major, and typically infrequent, purchases involving the city or town council, fire department, purchasing, finance and mayoral offices, among others, that may participate in a fire apparatus bid and selection process. After the sale, Pierce's nationwide local parts and service capability is available to help municipalities maintain peak readiness for this vital municipal service.</p> <p>Oshkosh Airport Products</p> <p>The Company markets its Oshkosh-branded ARFF vehicles through a combination of direct sales representatives domestically and an extensive network of representatives and distributors in international markets, including Canada. Certain of these international representatives and distributors also handle Pierce products and will follow the same process as noted above. For service, we support both with internal service support which is available 24/7/365 via our support line at 1-800-222-6635 and external sales representatives.</p> <p>Refer to "15. Pierce. Airport Manufacturer. Products.pdf" in Company Information and Financial Strength folder for an overview of our manufacturing capabilities and product offerings.</p>
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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.	<p>Pierce Manufacturing Inc. holds state licensing for Sales, Manufacturing, Motor Vehicles, and dealer license used accordance to the state laws. The Pierce Dealer network licenses independently holds as required by law in the state in which they sell. Airport Products holds manufacturer's license, where required.</p> <p>We also hold our Vendors accountable to the utmost standards. Beyond ISO certifications and compliance, we require our supply chain of major components to obtain a score of 80% or above on a supplier quality audit performed by Oshkosh Corporation supplier quality.</p> <p>ISO 9001:2015 Certification: Pierce Manufacturing Inc. was the first single-source manufacturer of custom fire apparatus in North America to achieve ISO 9001 certification. Pierce has achieved ISO 9001:2015 certification which covers all aspects of our business life cycle, from engineering and manufacturing to customer service. ISO 9001 certification demonstrates a company's commitment to quality. To keep their ISO 9001 registered status, companies are re-audited twice per year through third-party verification to prove they are maintaining good practices. ISO 9001 certification further assures customers that a fundamental quality system is in place. It's a solid foundation for continuous improvement always striving to get even better. An ISO-certified manufacturer, like Pierce, accepts nothing but the best from its suppliers. Pierce asks its suppliers to meet many of the same stringent quality requirements and works with them to improve their quality systems as well.</p> <p>Refer to "16. ISO 9001.2015 Pierce Mfg and entities.pdf" in Financial Strength and Stability folder for certificate.</p> <p>UL/ULC: Pierce is the first fire apparatus manufacturer to be both third party certified to NFPA 1901-2013 edition and ULC listed to Canada ULC-S515-04 standard. Third Party Vehicle Inspection Program by Underwriters Laboratories to ensure our products are 100% N.F.P.A. compliant to 1901 standards. The certification includes all design, production, operational and performance testing of the complete apparatus. All products must pass all tests before a truck is released into Canada. This commitment to quality applies to trucks sold in the U.S. as well.</p> <p>Refer to "16. Sample UL Certs 35796 Pump Line Voltage Aerial Cert.pdf" in Financial Strength and Stability folder for sample certificate.</p> <p>ISO 14001:2015 Certification: Our Neenah facility is also ISO 14001:2015 certified for our Environmental Management System. Various Pierce and Airport Products vehicles are manufactured in this space.</p> <p>Refer to "16. ISO 14001 Oshkosh Airport Products.pdf" in Financial Strength and Stability folder for certificate.</p>	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Neither Oshkosh Corporation or subsidiary such as Pierce Manufacturing and Airport Products have suspension or debarment that applies within the past 10 years.	*

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	<p>Oshkosh Corporation is honored to be named and recognized for the following awards and recognitions. World's Most Ethical Companies in 2016, 2017, 2018, 2019, 2020 and 2021. Oshkosh is one of only 124 companies, representing 52 industry sectors in 19 countries on five continents named to this prestigious list. We were the only company selected in the "Trucks and Other Vehicles" category, underscoring our commitment to leading ethical business standards and practices. This achievement is only possible with a commitment to sustainability, connecting with our communities and strong ethical culture and team members who believe in doing the right thing. Link: https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Ethical-Companies-for-sixth-consecutive-year/default.aspx</p> <p>FORTUNE's World's Most Admired Companies in 2019 and 2020. Oshkosh Corporation is one of 330 companies to achieve this honor, as ranked by industry peers, highlighting some of the most respected and successful companies from around the world. https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Admired-Companies-by-FORTUNE/default.aspx</p>

In 2020 and 2021, the company was awarded one of America's Most Responsible Companies by Newsweek. Oshkosh has earned this award for two consecutive years and is ranked #159 out of 399 companies on the list. America's Most Responsible Companies were defined based on key performance indicators around environmental, social and corporate governance areas. For more info please refer to the link below: <https://www.oshkoshcorp.com/en/news/12-23-20-most-responsible-newsweek>

Oshkosh Corporation was named a Military Friendly Company in 2017, 2018, 2019, 2020 and 2021. Being named a Military Friendly Company highlights our commitment to caring for our team member and having a culture where veterans can thrive. . Please reference the link for additional detail: <https://www.oshkoshcorp.com/en/news>

Oshkosh Corporation has been listed on the Dow Jones Sustainability World Index in 2019, 2020 and 2021. Please review the link below for additional info. <https://investors.oshkoshcorp.com/news/news-details/2020/Oshkosh-Corporation-Named-to-the-Dow-Jones-Sustainability-World-Index-for-Second-Consecutive-Year/default.aspx>

Oshkosh Corporation is honored to be named and recognized for the following awards and recognitions. World's Most Ethical Companies in 2016, 2017, 2018, 2019, 2020 and 2021. Oshkosh is one of only 124 companies, representing 52 industry sectors in 19 countries on five continents named to this prestigious list. We were the only company selected in the "Trucks and Other Vehicles" category, underscoring our commitment to leading ethical business standards and practices. This achievement is only possible with a commitment to sustainability, connecting with our communities and strong ethical culture and team members who believe in doing the right thing.

Link: <https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Ethical-Companies-for-sixth-consecutive-year/default.aspx>

FORTUNE's World's Most Admired Companies in 2019 and 2020. Oshkosh Corporation is one of 330 companies to achieve this honor, as ranked by industry peers, highlighting some of the most respected and successful companies from around the world. <https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Admired-Companies-by-FORTUNE/default.aspx>

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Oshkosh was named one of the "World's Best Employers" by Forbes in 2020. The 2020 results included 750 multinational and large corporations across 45 countries. Oshkosh is ranked #76 out of 750. Please refer to the link: <https://www.oshkoshcorp.com/en/news/12-11-20-forbes>

Oshkosh is one of Barron's 100 Most Sustainable Companies for the years 2019, 2020 and 2021. Please review the link for additional information. <https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporations-focus-on-sustainability-earns-recognition-from-Barrons-and-SP-Global/default.aspx>

Pierce's focus on energy efficiency is focused on being good stewards of company resources, budgets, and the company's ecological footprint. This earned them the recognition for Focus on Energy 2020 Energy Efficiency Excellence Award <https://www.piercemfg.com/pierce/blog/pierce-recognized-with-focus-on-energy-excellence-award>

		<p>Pierce also Achieved TRUE (Total Resource Use and Efficiency) Zero Waste Certification at the Gold level. TRUE certification is administered by Green Business Certification Inc. (GBCI), an organization that independently recognizes excellence in green business industry performance and practice globally 2021 Sterling Manufacturing Business Excellence Award - Florida facility has been awarded the 2021 Sterling Manufacturing Business Excellence Award at the Gold Level! This award went out to the company that was found to be a high performing manufacturer in seven categories. Pierce Bradenton demonstrated outstanding leadership and management systems to meet the need of customers and stakeholders https://www.facebook.com/Pierce/posts/10165217512965527 Pierce was awarded the "Above and Beyond Award" by ESGR August of 2021. Pierce was 1 of 3 large companies in Wisconsin recognized for their outstanding support of our Guard and Reserve forces.</p> <p>Oshkosh Corporation has been named one of the "Best Managed Companies" by the Wall Street Journal in 2018 and 2019. Please visit the link for additional detail: https://www.businesswire.com/news/home/20191209005496/en/Oshkosh-Corporation-Named-One-of-the-%E2%80%9CBest-Managed-Companies-of-2019%E2%80%9D-by-the-Wall-Street-Journal</p> <p>ISO 14001:2015 Environmental Management System To further solidify and standardize our environmental performance, Pierce Manufacturing and the Airport Products Group are in the first domestically of formalizing an Environmental Management System for our Neenah manufacturing facility in accordance with ISO 14001:2015 for all of Oshkosh Corporation Recognized by RobecoSAM with the Industry Mover Award for critical steps taken to propel corporate sustainability by measuring impact and disclosing results. Oshkosh Corporation has achieved many awards throughout the years. Many of the awards highlight specific subsidiaries such as Pierce and Airport Products. There are many more that have not been incorporated but are incorporated on our websites. We are proud and work hard to maintain these achievements.</p> <p>Refer to "18. TRUE CERTS-ID 1000128616.pdf" in Additional Documents folder for certificate.</p>	
19	What percentage of your sales are to the governmental sector in the past three years	Oshkosh has great relationship with various governmental sectors throughout the organization. We are a publicly traded company therefore the information available does not include specific sales detail.	*
20	What percentage of your sales are to the education sector in the past three years	Pierce and Airport on occasion will sell to education sectors such as Universities, Colleges, High Schools, or Fire schools. The market for our product in this group is limited.	*
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?	<p>Pierce Manufacturing participates in nationwide and state-level contracts. All programs are aligned to offer the best solutions on a consistent platform. Contracts with an asterisk (*) also have contracts held by Airport Products.</p> <ol style="list-style-type: none"> 1. Sourcewell* 2. H-GAC* 3. NASPO Value Point 4. NPPGov 5. Lamas 6. BuyBoard 7. Florida Sherriff's 8. Ohio State 9. Costars 	*
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?	Current GSA (General Services Administration) contract is GS30F021DA	*

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 *	
Knoxville Fire Department	Bobby Palmer	865-595-4474	*
Howell Fire District #3	Louis Memmolo,III	732-905-8530	*
Clark County	Riccardo Terzo	702-455-8341	*
Tampa International Airport	Oren Hanson	813-267-0335	

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 *	
U.S. Army	Government	District of Columbia - DC	Pumpers, rescues, aerals	N/A	N/A	*
U.S. Air Force	Government	District of Columbia - DC	Pumpers, rescues, aerals	N/A	N/A	*
Bureau of Land Management	Government	District of Columbia - DC	Wildland pumpers	N/A	N/A	*
U.S. Navy	Government	District of Columbia - DC	Pumpers, rescues, aerals	N/A	N/A	*
U.S. Marine Corps	Government	District of Columbia - DC	Pumpers, rescues, aerals	N/A	N/A	*

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.	<p>Pierce Manufacturing has an inside sales force that manages a given territory The support can range from dealers, customer request, trade shows, warranties, specifics support within the bids, managing the sale and configuration The inside sales folks work with internal Pierce contacts to ensure a successful build and delivery to our preferred dealer network.</p> <p>The Oshkosh Airport Products sales force consists of 2 regional sales managers who are direct employees of Oshkosh Airport Products. Our sales team is committed to the full customer lifecycle, from initial contact throughout the vehicle life. In addition, our internal sales managers coordinate with our Canadian dealership to support the customer relationship.</p> <p>Refer to "25. 26. 27. Directory - Pierce Dealership Territories Map.pdf", "25. 26. Pierce Authorized Dealer_2021_Listing.pdf", "25. ARFF RSM Map Nov 2021.pdf", and "25. Pierce and Airport Internal Contacts Org Chart.pdf" in the Additional Documents folder for more information.</p>	*
26	Dealer network or other distribution methods.	<p>Pierce product is sold via the authorized Pierce Dealer network of 300+ sales representatives that are located across the US and Canada and are backed by the Pierce factory support of 2500+ employees to assist with product, quality, and service. In addition, the sales force is comprised of legacy tenure as well as new generations. Many of our sales representatives came from or are still part of the fire industry in some way.</p> <p>There are Dealers located across the US and Canada that have been assigned territory to provide Sales, Service, and aftermarket support 24/7 365 days of the year. The dealer network has invested in on hand inventory as well as the factory and dedicated aftermarket inventory available online for them to utilize and drop ship to the end customer's location.</p> <p>As previously mentioned, we also partner with MAXIMETAL to support our Canadian customers by being a distributor for MAXIMETAL products.</p> <p>Oshkosh Airport Products sells direct domestically and partners with dealer organizations internationally, including Canada.</p> <p>Refer to "25. 26. 27. Directory - Pierce Dealership Territories Map.pdf" and "25. 26. Pierce Authorized Dealer_2021_Listing.pdf" in the Additional Documents folder for more information.</p>	*

27	Service force.	<p>Pierce and its dealer network offer a wide variety of Aftermarket services to help customers maintain their Pierce branded fire apparatus. 70+ service centers throughout North America are dedicated to servicing Pierce apparatus thru its industry-leading, independently owned & managed dealer network. 20 United States & 3 Canadian dealerships support our wide array of service centers. Pierce authorized service centers offer:</p> <ul style="list-style-type: none"> • Dedicated Service Professionals • Nearly 250 mobile service vehicles, strategically located throughout North America • Offer scheduled & unscheduled maintenance services • 24/7 access to Pierce Technical Support Hot-Line, • Ability to execute warranty-related repairs, in accordance with the Pierce limited warranty statement. <p>Pierce also offers a full line of spare parts, available for purchase thru its dedicated dealer network. The spare parts warehouse, located in Appleton, Wisconsin, boasts over 100,000 sq. ft. of storage space, all of which supports Pierce fire apparatus. Key facts about the warehouse include:</p> <ul style="list-style-type: none"> • Dedicated and committed on-hand spare parts inventory • Management of over 100,000 unique spare part numbers (inventory, min/max, pricing, country of origin, etc.) • Same-day & next-day shipping services from UPS, FedEx, and XPO • 24/7 website to locate and check pricing & availability of spare parts by authorized dealer • Tens of thousands of digital photographs & 3D artwork of replacement parts for fast & easy identification <p>Pierce offers a complete set of training classes, for both operators & maintainers, to keep your Pierce apparatus running at peak performance.</p> <ul style="list-style-type: none"> • Regional & Corporate training events held throughout the calendar year • Instructors with over 100 combined years of Pierce & industry expertise • Innovative "Training Truck"; key technology mounted on stand-alone truck to simulate any key system • Technology training on key components such as Pierce Ultimate Configuration (PUC™) water pumps, TAK-4® independent suspension systems, Husky™ Foam systems, and Command Zone™ III • Operation overview of foam & aerial devices <p>Attached you will find a summary per authorized dealer mobile vehicles and acknowledgment of service technicians along with dealer contact and the territory they cover.</p> <p>Oshkosh Airport Products employs full time Field Service Representatives to provide vehicle in-service, training, and service work. We also rely on support from organizations across the US and have service provider agreements to provide local support to our customers as well. In addition, we are supported through Oshkosh Corporation's training center to provide world-class maintenance and operations training. These trainings are designed specifically for our ARFF products and are available to our dealers and customers alike.</p> <p>Refer to "25. 26. 27. Directory - Pierce Dealership Territories Map.pdf", "27. Pierce Dealer Service & Sales Coverage.pdf", and "27. ARFF Service Providers Map.pdf" in the Additional Documents folder for more information.</p>
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>When the customer works with the Pierce authorized dealer they will accept all purchase orders; however, every sale is configured in the Pierce customized truck configurator, Pulse. This sales tool includes the corresponding cooperative procurement option applicable to the sale. This option is used to generate monthly audits that Pierce performs with their dealer network as well as generate the quarterly required reports sent direct to the contracting agency. The authorized Dealer network utilizes the customized apparatus specification software (PULSE) to configure to the customer's expectations and is used internally throughout the supply chain of the order from booking the order to engineer the final product. The tool is supported with internal communication tools such as workflow, Communication Central, online scheduling, Build Status, and a complete Truck Library. This provides our Dealer network a direct link to the factory to accurately communicate details to the end user.</p> <p>Airport Products will be the primary point of contact for sales inquiries, except where we have an authorized dealer. With complexity of ARFF vehicles, our team will work directly with the customer to customize their truck configuration using the base vehicle as a starting point. Options will be added to the base price with the Sourcewell discount. This quotation will be used by the customer to issue a purchase order or contract which will be reviewed by Airport Products and accepted. Airport Products will then be responsible for manufacture of the vehicle.</p>
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	<p>AFTERMARKET PIERCE MODEL</p> <p>Pierce service after the sale is where we truly are set apart from others. The Pierce Dealer network spans across the US and Canada and each have made investment in facilities, inventory, staff, and training. The Dealer is the first point of contact for the customer however all customers can access Pierceparts.com to aid in any</p>

that help your providers meet your stated service goals or promises.

service needs they may have.

TEAM MEMBERS

Pierce Service Brigade

An army of 600 service technicians across the US and Canada.

Certified Master Technicians

We specifically created the Pierce Certified Master Technician program to ensure that our Service Brigade professionals possess the highest level of proficiency with today's sophisticated emergency vehicles, including non-Pierce apparatus.

The Right Attitude and the Right Tools

Our team members take pride in going home at the end of each day knowing they made a difference. The mobile training unit takes Customer Service training to another level and brings training to the customer. This mobile unit has built-in training tools and props that are configurable to the training needs of our customers. It allows the technician to troubleshoot, dismantle, and most importantly, provide the hands-on training customers ask for.

INVENTORY

As the manufacturer, facilities are available in Appleton, WI, Weyauwega, WI, and Bradenton, FL. These facilities are equipped with factory personnel and committed healthy stock of inventory dedicated to service and replacement parts to ensure quick response and minimize down time.

Furthermore, Pierce Manufacturing Inc. houses inventory in a dedicated facility, with a dedicated shipping area that ensures service parts are given priority and extends a customized, Pierce aftermarket website for authorized Dealers to conduct business in real-time.

FACTORY HOURS OF OPERATION

Pierce Manufacturing Inc. and Oshkosh Airport products also maintains a 24 hour/ 7 day a week, toll free emergency hot line and employs a staff of dedicated individuals to troubleshooting and parts support. Pierce Customer Service core hours of operation are Monday – Friday, 7:30 a.m. – 4:00 p.m. CST. We also have Pierce factory technicians on call for after-hours support available 24 hours a day, seven days a week.

PROBLEM IDENTIFICATION & RESOLUTION

As product or service issues are identified by the customer, they are to contact their local Pierce authorized dealer since they are the customer's first point of contact. All issues are documented, resolved, and archived for future reference by the local dealership. If there is an issue that needs elevated assistance, the dealership will contact the Pierce customer service account representative for assistance.

Parts identification is provided to both the dealer and the Fire Department through an on-line web-based application for the specific truck. Access will be granted using the specific VIN number of the vehicle and the online web application provides the ability to view complete bills of materials, digital photographs, parts drawings, assembly drawings, and access to all current operation, maintenance, and service publications. The end user can access this information via the Guest Login.

TECHNICAL SERVICE SUPPORT

Both Pierce and their authorized Dealers can provide both in-house and on-site service for the apparatus along with training per request. Replacement parts and various levels of service after delivery are available from your local Pierce authorized dealer, including but not limited to those shown below:

SERVICE:

Warranty repair for Pierce product line for all items except for those that must be handled directly by an authorized component manufacture such as engine and transmission.

Direct access to Pierce technical support

Routine preventative maintenance

Annual aerial ladder testing

Pump testing

Ground ladder testing

NFPA 1911 annual inspections maintenance and testing

Repairs from small minor issues to major overhauls and many other services

Dealer repair services extend to most other fire and emergency rescue product lines in addition to Pierce Manufacturing

Service provided by EVT, ASE, Pierce and industry specific certified technicians

All Pierce authorized sales and service dealers have access to Pierce's extensive level of technical and customer service support staff

PARTS:

Pierce authorized dealers maintain a large assortment of products supplied with fire

		<p>apparatus. Including, but not limited to, the most commonly required parts and components required for apparatus repair. This level of inventory enables "out of service" time to be kept to a bare minimum. All Pierce authorized sales and service dealers have access to Pierce's extensive level of replacement parts inventory, which is more than \$15M as well as any Pierce required fabrication services.</p> <p>Oshkosh Airport Products partners with Pierce Manufacturing's internal customer support team to provide the same superior service for municipal products with the smaller scale of ARFF products. We maintain a 24 hour/ 7 day a week, toll free emergency hot line with core hours of operation being Monday through Friday, 7:30 a.m. – 4:00 p.m. CST. We also have Pierce factory technicians on call for after-hours support available 24 hours a day, seven days a week via our service support line 1-800-222-6635</p>	
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Pierce Manufacturing Inc has 20 US based authorized dealers, each which has an establishes sales and service infrastructure to support the sale of our whole goods from time of sale through its lifecycle. We are committed to support the customer by educating them in all possible avenue to ensure they know the benefits of Sourcewell. Pierce will be able to support the entire US including Hawaii and Alaska along with Canada regions. Our established dealer network includes assignment for these territories.</p> <p>Airport Products is able and willing to provide our products and services to participating entities in the United States.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Pierce Manufacturing Inc has 3 US based authorized dealers, each which has an establishes sales and service infrastructure to support the sale of our whole goods from time of sale through its lifecycle. Pierce Manufacturing Inc. has three Dealers that cover the Canadian territories – Commercial Emergency Equipment, Safety Source, and L 'Arsenal. Commercial Emergency Equipment is the largest of those exclusive dealers. They cover Western Canada (BC, AB, SK, MB), Ontario, as well as the Northern Territories (YT, NWT, NT).</p> <p>Pierce brands the MAXI Saber custom-chassis fire apparatus which are also marketed in Canada. Pierce is our authorized dealers are in exclusive product partnership since 2016 with MAXIMETAL. Pierce is committed to growing the market in Canada while also providing service support.</p> <p>Airport Products will work in conjunction with our authorized dealer(s), and together we are able and willing to provide our products and services to participating entities in Canada.</p>	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>There are no geographic areas in the US or Canada that we will not be fully servicing through the proposed contract. Pierce and Airport Products are proud to provide excellent coverage across the nation. There are no areas throughout US or Canada that we are not able to fully support either through our dealer network or direct coverage through coverage.</p>	*
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?	<p>There are no defined sectors that Pierce or Airport Products would not be willing and able to sell to and extend the after the sale service and support we pride ourselves on.</p>	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Pierce and Airport Products is not aware of any specific contract requirements or restrictions that apply to members. Those territories determine what contracts they support and allow to be used.</p>	*

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.	<p>The marketing strategy we have taken with all the awards has begun with marketing to our sales force. The initial launch provides the sales team:</p> <ul style="list-style-type: none"> • Overview of the contract and what differentiates it from the others • Training and updating internal User Guide/Handbook • Adding the contract option to our custom truck configurator Pulse • Adding the contract to the internal communication portal • Update www.piercemfg.com and www.oshkoshairport.com website with the addition of the new contract • Develop a flyer or FAQ to provide sales reps and customers as a takeaway • Including a Sourcewell purchased truck at Pierce shows. The Sourcewell consortium logo is noted on the configuration that is displayed on the truck. <p>Refer to "35. Pierce Example Marketing.pdf" in the Marketing Plan/Samples folder.</p> <p>Additional marketing brochures available in the Marketing Plan/Samples folder. Please refer to these files for current representative material.</p>
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Pierce has a dedicated marketing team that manages our website and social media; we also have 23 Dealers that have established websites and utilize social media platforms such as twitter, Instagram, and Facebook to share messaging. We are able to track engagement and metadata on our followers through these platforms. Not only is our marketing team well versed in looking at industry trends, we also partner with external organizations for a more robust approach to technology.</p> <p>Both Pierce and Airport Products' websites will include award and have a direct link to the Sourcewell website where facts and information can be obtained.</p> <p>Airport Products also utilizes Showpad for organization and distribution of marketing material which is available to our domestic and international sales team. This tool allows us to share information across the globe, including information on available purchasing consortiums. This tool allows users to track customer engagement with the material.</p>
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?	<p>Sourcewell's role in promoting the Fire Apparatus contract is primarily accessibility to customers and/or their procurement officials.</p> <p>Sourcewell's role is to be partner with the awarded vendors and understand the product on the contract so that as a joint effort, end users can be informed and educated on cooperative procurement and how this contract best fits them. This may include training creation, networking at a specific show or dealer location.</p> <p>Cooperative procurement needs to fold into the sales process shortly after introductions. A Sales representative should understand what programs the customer has been a part of and/or what they know about cooperative procurement programs available. That basic understanding is a must have from the onset.</p> <p>This program won't determine what apparatus they buy or what customization they can have – this program provides them the avenue to get what they need through an efficient procurement process.</p> <p>For the Airport direct sales team, all opportunities that are not competitively bid will be provided information on the Sourcewell contract as an avenue for purchase.</p>
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.	<p>We do not offer an e-procurement ordering process due to the complexity of our product. We have determined this platform does not fit in our business model.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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39	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Training is offered in several different ways:</p> <ul style="list-style-type: none">• A customer can request factory personnel to provide training and it will be added to the sale or available at a later date.• The dealer may have a training program to offer that introduces the customer to the dealer's support team• The customer may choose to attend regional training classes offered throughout the year. <p>All customers receive a Delivery Orientation class prior to placing the apparatus in service. Other training is often customized to the customer's needs and scheduled around their calendars. Factory and/or Dealer training may include Operation, Maintenance, Foam training, Aerial training, Customer Mechanics, or customizable.</p> <p>On-site training during vehicle in-service is standard. This provides a basic vehicle operations and maintenance overview. This training is consistent with industry standards. Refer to "39. Pierce Training Offerings.pdf" in Additional Documents for more information on Pierce training.</p> <p>We also offer additional training through our Oshkosh Product Training Center. We have two rigorous courses focused on the vehicles chassis and firefighting systems. The cost of additional maintenance or operations courses are not included and schedule and pricing is available on our training website. Specialized training can also be requested and will be quoted at time of request. https://oshkoshcorporation.csod.com/LMS/catalog/Welcome.aspx.</p> <p>Refer to "39. Striker Chassis and Firefighting Maintenance Training Outline.pdf" in Additional Information folder for ARFF training outline.</p>
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40	Describe any technological advances that your proposed products or services offer.	<p>Oshkosh Corporation a leader in innovation and each of our products and technologies is designed with customers and end-users in mind, including advances in electrification, autonomy and active safety and intelligent products. Leveraging the latest in technology for today and tomorrow across the different markets we serve differentiates us and helps us remain market leaders and stay ahead of the competition. Advancing our company into new markets and categories will support continued growth for the company.</p> <p>Through this contract, we offer numerous proprietary features that stand out from others and not limited to:</p> <ul style="list-style-type: none"> • Electric Vehicles - Pierce Manufacturing and Oshkosh Airport Products have introduced the Volterra™ platform of electric vehicles for the fire and emergency market, with the first municipal truck already in service with the City of Madison, Wisconsin. The Striker® Volterra performance hybrid Aircraft Rescue and Fire Fighting (ARFF) vehicle is available for demonstration, as available, at customer locations. Refer to "40. Volterra Press Release.pdf" in Additional Documents folder for more information. • Idle Reduction Technology (IRT) - Power NFPA 1901 required devices, user-defined mission critical on-scene loads, and HVAC climate control with the main chassis engine shut down for one hour of run time at 150 amps. Featuring built-in safety interlocks and Pierce Command Zone™ auto-start for battery power monitoring and engine re-start, departments can work more safely and efficiently without a second thought. Pierce Idle Reduction Technology is an option on new apparatus and as an aftermarket solution Refer to "40. Pierce-Manufacturing-Idle-Reduction-Technology-6-21.pdf" in Additional Documents folder for more information. • Ascendant® class of aerial products – Pierce patented design that offers 107' of vertical reach and 100' of horizontal reach; rated at a 750 lb (dry) / 500 lb (wet) tip load capacity with an additional 100 lb equipment allowance; flow up to 1,500 gpm and is capable of a store front blitz feature as standard. • Pulse - Customized in-house truck configurator that allows us to build to the customer's level of customization • TAK-4® Suspension – offers shorter stopping distance, no brake steer, improved ride quality, and proven technology used by the US military. • Command Zone™ III electronics – provides vehicle reliability, easy serviceability, 5-yr standard warranty • Pierce Ultimate Configuration (PUC™) - Eliminates the pumphouse so you can build your apparatus around your needs and not the pump. It minimizes vehicular space used for fire suppression and maximizes space for equipment while still providing big pump, foam and CAFS capabilities. • Husky™ foam systems - Hydraulic drive powered; Single point, direct injection, flow-based system using digital technology to indicate pump position and a flow meter; a built-in flush system, equipped with an auxiliary foam pick-up; a foam tank refill system is available to fill the foam tank(s) from the ground. • Snozzle® HRET – The Snozzle High Reach Extendible Turret is available in a 50 ft or 65 ft configuration. Our HRET is available on the Oshkosh Striker 4x4, 6x6 and 8x8. • Eco EFP™ Foam Measurement System – Measure foam percentages from every discharge on the vehicle without using foam on the Oshkosh Striker vehicles. Eco EFP measures both the solution and foam flows on the vehicle, and even archives the testing data with a time and date stamp for three years. Refer to "40. Eco EFP Brochure.pdf" in Additional Documents folder for more information. <p>The Company's advanced design and engineering capabilities have contributed to the development of innovative and/or proprietary, severe-duty components that enhance vehicle performance, reduce manufacturing costs and strengthen customer relationships. The Company's advanced design and engineering capabilities have also allowed it to integrate many of these components across various segments and product lines, which enhances its ability to compete for new business and reduces its costs to manufacture its products compared to manufacturers who simply assemble purchased components. The Company has been a supplier of electric-powered products for more than 20 years and recently launched several new products that leverage zero emissions electrification for mobility across all segments.</p>
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41	<p>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.</p>	<p>Oshkosh Corporation, including Pierce and its sister segments, have Environmental Policies & Procedures including, but not limited to, an Environmental Protection Policy and an Energy Management Policy. Please refer to our response in question 18 on our recent award achievements as well. Refer to "9. 2020_Sustainability_Report.pdf" in the Financial Strength and Stability folder.</p> <p>Pierce Sustainability Efforts Sustainability is defined as "meeting the needs of the present without compromising the ability of future generations to meet their own needs." Pierce is continuously improving how we make and distribute products. It's about reducing the environmental impact of our products and production, improving workplace conditions, reducing costs, increasing value, and being active in our communities. Pierce has established waste and energy Key Performance Indicators (KPIs) and are developing and implementing plans to meet these goals month over month. KPIs are tracked, recorded, and shared monthly with the teams and our sister segments including Corporate. Oshkosh Corporation conducts internal environmental audits using a third-party environmental auditing tool. These audits are completed on all sites on a rotating basis. Each facility is audited at least once every three years.</p> <p>Pierce is an active member of the Dow Jones Sustainability Index (DJSI). The Dow Jones Sustainability Indices (DJSI) launched in 1999, are a family of indices evaluating the sustainability performance of the largest 2,500 companies listed on the Dow Jones Global Total Stock Market Index.</p> <p>Department of Energy's Better Buildings, Better Plants Program Pierce along with the other Oshkosh segments demonstrate our commitment to improving energy performance by signing a voluntary pledge to reduce our energy intensity by 25% over a ten-year period with the U.S. Department of Energy's Better Buildings, Better Plants Program. Leading manufacturers and industrial-scale energy using organizations implement cost-effective energy efficiency improvements that save energy and improve competitiveness.</p> <p>ISO 14001:2015 Environmental Management System To further solidify and standardize our environmental performance, Pierce Manufacturing and the Airport Products Group are in the process of formalizing an Environmental Management System for our Neenah manufacturing facility in accordance with ISO 14001:2015. Refer to "16. ISO 14001 Oshkosh Airport Products.pdf" in Financial Strength and Stability folder.</p> <p>Community – Goodwill Pierce works with the local Goodwill in many different facets. One is the reuse of our safety glasses. Our friends at Goodwill clean and repack the glasses for reuse at our facilities. It is a cost savings, but most importantly it is helping our community and reducing waste to landfill.</p>
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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.	<p>Pierce Manufacturing has received certifications and awards towards our commitment to energy efficiency, conservation, and sustainability. All certifications and awards are driven through Key performance Indicators (KPIs), auditing and continuous performance throughout the Pierce family and Oshkosh Corporation. Certifications and awards are attached and linked for reference.</p> <p>CERTIFICATIONS: ISO 14001:2015 Certification Our Neenah, WI facility has received the ISO 14001:2015 certification, demonstrating our strong commitment to performance, implementation of a world-class environmental management system, and completion of a rigorous third-party evaluation.</p> <p>TRUE Zero Waste Certification The Total Resource Use and Efficiency (TRUE) Zero Waste certification program, administered by Green Business Certification Inc., provides rigorous third-party certification for zero waste goals. Facilities earn credits toward certification for activities in redesigning processes, reducing waste, reusing materials, and finding solutions other than landfill for waste. Our Neenah, WI facility has achieved TRUE certification at the Gold Level.</p> <p>AWARDS: The advances Pierce has made in sustainable practices thus far have been recognized by numerous agencies, both governmental and private. Additionally, we have obtained certifications and joined programs which serve as pledges to our continuous improvement in sustainability and environmental stewardship. The majority of the awards referenced below you will also find in the table 3 question 18.</p> <p>Energy Efficiency Excellence Award The Energy Efficiency Excellence Award recognizes business participants of Focus on Energy, Wisconsin's statewide energy efficiency and renewable resources program, who have demonstrated an outstanding commitment to reducing energy waste by implementing energy-saving upgrades in their facilities and operations. In 2020, Pierce was honored with this award for our efforts in reducing energy in our products and production.</p> <p>Wisconsin Recycling Excellence Award The Department of Natural Resources recognizes outstanding recycling and waste minimization efforts through its annual Recycling Excellence Award program. Pierce received the Overall Program Award in 2020 for our diverse and extensive waste reduction efforts.</p> <p>GREEN / SUSTAINABILITY: Dow Jones Sustainability Index Our sustainability efforts have been recognized through our inclusion on the Dow Jones Sustainability World Index (DJSI). The DJSI, is a family of best-in-class benchmarks which track the stock performance of the world's leading companies in terms of economic, environmental, and social criteria. 2021 marked the third consecutive year we were named to the Index, highlighting our commitment to sustainable business practices.</p> <p>World's Most Ethical Companies In 2021, we celebrated our sixth consecutive year being named one of the World's Most Ethical Companies by Ethisphere™. The assessment considers over 200 data points on culture, environmental and social practices, ethics and compliance activities, diversity and inclusion, and initiatives to support a strong value chain.</p> <p>Green Masters The Green Masters Program is an assessment and recognition program for Wisconsin businesses interested in improving and being recognized for their sustainability initiatives. 2021 marked the seventh consecutive year we were deemed a Green Master, indicating that we are in the top 20% of companies evaluated.</p>	*
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.	<p>Oshkosh Corporation is a large publicly traded company and does not qualify for diversity certifications. However, as an organization Oshkosh is a member of National Minority Supplier Development Council (NMSDC). At Oshkosh Corporation we are about building, protecting and serving communities throughout the globe. We are committed to working with a diverse supply base that is representative of our customers and the communities we serve.</p> <p>Refer to "43. Oshkosh Supplier Diversity.pdf" in Additional Documents for more information.</p>	*
44	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>Oshkosh Corporation is a trusted partner with over 100 years in business, focused on innovation with the customer in mind. With our work in electrification and intelligent products, we will continue to lead in the specialty truck manufacturing market. Our customers benefit from the size and scale of a large organization yet receive focused attention from our subsidiaries and their respective dealerships.</p> <p>Pierce is a leading manufacturer of customized fire apparatus with a dealer network second to none. The longevity, stability, and family tradition in the fire industry that is threaded throughout our dealer network sets us apart from others. Our partnership with the other segments within the Oshkosh Corporation and the backing of our parent company, Oshkosh Corporation leverages innovation and financial strength.</p> <p>Pierce understands the customer's needs and provides the detail, the commitment, and the follow through long after the apparatus is delivered.</p> <p>Oshkosh Airport Products completes the full products supported by this contract through its Oshkosh Striker ARFF. Airport Products is dedicated to leading the way in technology, product support and customer service in the ARFF market.</p>	*

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?	<p>Yes, Our one-year bumper to bumper warranty covers all product, parts, and labor. Pierce, the "manufacturer", warrants each newly manufactured fire apparatus to the original end user/purchaser of specified periods stated below from the date of delivery.</p> <p>The standard Cab & chassis warranty provides a one-year warranty that warrants against defects in product, workmanship, and/or design. This warranty shall apply provided the vehicle is properly maintained.</p> <p>Nothing contained in this warranty shall make the Manufacturer liable beyond the express limitations hereof, for loss, injury, or damage of any kind to any person or entity resulting defect or failure of the product (except as covered by Product liability insurance).</p> <p>Refer to "45. 01-WA0008 100208 Pierce 1 year.pdf" and "45. Oshkosh 1 Year Basic Vehicle Warranty.pdf" in the Warranty folder for our standard 1 year warranty.</p> <p>The Manufacturer's warranty shall not apply to the following:</p> <ul style="list-style-type: none"> • Wear items • Normal adjustments and maintenance services. • Failures resulting from the product being operated in a manner not in accordance with the operation manual or for a purpose not recommended by the Manufacturer. • Any product which shall have been repaired, modified, or altered in any way to have been adversely affected the unit's stability or reliability. • Items subjected to misuse, negligence, accident, or improper maintenance. • Loss of time or use of the product, inconvenience, or other incidental expenses. <p>The authorized Pierce dealer manages all warranty issues on behalf of the end customer. The Pierce dealer utilizes an online claim filing system known as One Warranty for claim processing. Pre-approval for a claim or request for credit (post- correction claim) can be filed via the One Warranty system in the event a warrantable failure is found.</p> <p>All Standard and Extended Warranty claims are subject to specific Standard and Extended Warranty guidelines. Specific warranties exist for particular makes, models, chassis, options, etc. for Pierce products. Specific warranty bulletins are provided at time of sale to the end customer.</p> <p>Refer to a sampling of our other warranty statements and manufacturers' statements on engines, transmissions, water pump, etc. in the Warranty folder. A summary of warranty is also available "45. Warranty Overview.pdf".</p>
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>We do have some base and extended warranties that have mileage limitations set to them. Limitations varies based on the options of the vehicle.</p> <p>Examples of base warranties are our structural warranties which carry a 100,000-mile limit.</p> <p>Extended warranties carry various mileage limits based on the specific coverage.</p> <p>Paint warranties are prorated based on age of the unit.</p>
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>We pride ourselves with the coverage we have across the nation. There are no areas that we do not have coverage throughout US or Canada. Warranty is managed through our Pierce authorized dealers and dealer travel expenses are covered per our established internal One Warranty guidelines.</p> <p>Airport Products warranty is managed through authorized service representatives or our internal resources. Travel expenses are covered per our established internal one Warranty guidelines.</p>
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?	<p>Pierce prides themselves in the coverage we have across the nation. Pierce requires a certified technician for each area Therefore we are to support all regions throughout US or Canada. Airport Products will provide service through internal or external service representatives.</p>

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?	Major components installed but not manufactured by Pierce or Airport Products are covered under original equipment manufacturer's warranties passed through to end user/customer. These include, but are not limited to, engine, transmission, water pump, ABS, and axles. Component Warranties In some cases, suppliers will offer warranties beyond the Pierce or Airport Products one-year warranty. Warranties provided by individual suppliers other than Pierce or Airport Products apply after the one-year vehicle warranty. The administration of individual supplier warranties, per the supplier, are to be addressed directly with the supplier themselves.	*
50	What are your proposed exchange and return programs and policies?	Pierce offers a return/exchange program for aftermarket parts only to the purchaser (Pierce dealer) and the dealer may extend this and other terms and conditions to the end customer. Aftermarket Parts Warranty Pierce and Airport Products warrants the purchaser that the parts sold by aftermarket be free from defects in product and workmanship for the period of six months from the delivery of the product. This Parts Warranty does not include freight, labor, travel, or markup. It is a part warranty only. Return of Defective Parts If parts used in the repair of an apparatus are required to be returned to Pierce, Dealers will receive notification. Dealers have up to 30 days to return the defective component or the warranty claim will be rejected.	*
51	Describe any service contract options for the items included in your proposal.	Authorized Pierce dealers may offer service contracts for preventative maintenance purposes. No service contracts are included in this proposal.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods.	All sales of Pierce apparatus are sold through the authorized Pierce dealers. Payment terms are Cash on Delivery (COD) or prepayment unless otherwise agreed upon by the Pierce dealer. Oshkosh Airport Products' standard payment terms are net 30 days after delivery of vehicle. Accepted payment methods include check and wire transfer.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	The same logic behind our custom chassis applies to our financial services: Tailor the product to the department, not the other way around. The Company offers two- to fifteen-year municipal lease financing programs to its Fire & Emergency segment customers in the U.S. through the Pierce Financial Solutions program, provided by PNC Equipment Finance. Programs include competitive lease financing rates, creative and flexible finance arrangements and the ease of one-stop shopping for customers' equipment and financing. The Company executes the lease financing transactions through a co-branded arrangement with an independent third-party finance company. The Company typically provides credit support in connection with these financing and leasing arrangements With industry-leading tax-exempt rates, zero documentation fees, flexible payment plans and quick approvals that can bypass voter referendums, we make it easy to get behind the wheel of your new Pierce. Refer to "53. Pierce Financial Solutions Testimonials.pdf" and "53. Financial_Solutions.pdf" in the Additional Documents folder.	*
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.	Pierce has a variation of standard warranty documents. Sample documents are included in the warranty document uploads. No standard transaction documents are being requested to use in connection with an awarded contract. No service contracts are included in this proposal. Authorized Pierce dealers may offer service contracts for preventative maintenance purposes.	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Pierce, Airport Products, and their independent dealers do not find that P-card procurement and payment feasible due to the size and build complexity of our products	*

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 Sourcwell 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 Sourcwell discounted price) on all of the items that you want Sourcwell 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.	Combination of line item and percentage discount are provided in an attached PDF document identified as follows <ul style="list-style-type: none"> • Product Category • Identification ID# • Product Description • List Price • Percentage off per product • Line Item (Contract) Price The Percentage Discount items are also applicable to the unpublished options added to the published base specification with a standard discount off of List contingent on the product.	*
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 presented in this proposal represents a 5.5% discount from Pierce's list price for unpublished options. ARFF products (Airport Products) represents a 7% discount off of list price.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	Multi-Unit Purchase Discount: Additional discounts may be available for identical multi-unit purchases. Discount varies dependent upon the number of identical units, the configuration of the units, and will be handled on a case-by-case basis. Pre-Payment Discount Discount amount varies dependent upon apparatus price, delivery schedule, extent of pre-payment, and applicable rate. If elected, payment for the entire contract amount is due within thirty (30) days of contract execution. This deduction is in addition to all other discounts listed above. If this option is elected, final payment for any changes processed during manufacturing is due prior to the unit leaving the factory for delivery. Payment & pricing options: Chassis Progress Payment Discount: Discount of approximately 3% of the custom chassis price is offered if a chassis progress payment is made three (3) months prior to the RFP (ready for pick up from the factory) date. Example: Chassis progress payment in the amount of \$220,714.00 could earn a discount of (\$6,621.00). This discount is not available for Commercial chassis products. Aerial Device Progress Payment Discount: Discount of approximately 2% of the aerial device price is offered if an aerial device progress payment is made two (2) months prior to the RFP (ready for pick up from the factory) date. Example: Aerial device progress payment in the amount of \$310,385.00 could earn a discount of (\$6,207.00).	*
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.	Sourced or open market items may be provided by the Pierce authorized dealer and would be quoted at time of request.	*

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.	<p>Pre-Delivery Expenses</p> <p>Dealer provided options can be added to the apparatus contract upon request and will be handled by the Pierce authorized dealer. Dealer provided options can vary depending upon the customer's request and can include but are not limited to the items listed below. Pricing will be provided to each customer upon request and varies by dealership and customer location.</p> <ul style="list-style-type: none"> Factory inspection trips Weekly construction photo progress reports Orientation DVD specific to your apparatus Loose Equipment Engine and or transmission diagnostic software Loose equipment (open market items) such as but not limited to monitors, hose, intercom system, radio equipment, and rescue tools and equipment Pre-delivery service consisting of basic fluids and filters Custom fabrication for tool mounting and communication equipment Other items as requested by customer and deemed sourced or open market Delivery Sales and other taxes, license, handling, or title fees are also not included. 	*
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.	<p>Transportation Expenses</p> <p>Prices quoted in RFP #113021 are FOB Manufacturer's facility. Transportation of the apparatus from the factory to the customer's facility can be added to the contract. In most cases the apparatus is delivered to the Pierce authorized dealer facility in the area for a Pre-Delivery inspection and the installation of any dealer provided options, if applicable. If there is not a Pierce authorized dealer facility near the customer location, the apparatus may be delivered directly to the facility. The cost for this transportation varies dependent upon the type of apparatus and the proximity of your facility to the location of the manufacturer's facility. Delivery is conducted in accordance with DOT regulations. Delivery charges can vary based on the logistic or shipping location and requirements for example, more if flatbed, barge, or container ship transport is required.</p>	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Shipping and Delivery programs for areas such as Alaska, Hawaii, or any offshore delivery requires coordination of different transit methods. Most often the apparatus is flatbed to the port destination, prepared for ocean transit, and travel to final destination (roll-on/roll off vessel is preferred). This unique shipping and delivery requirements are priced on a case-by-case basis as required. Shipping within the contiguous US states and Canada, shipping is calculated using numerous factors including but not limited to the type of apparatus which impacts permits as well as the distance to destination. Shipping expenses are not included in the base specifications cost.</p>	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For ARFF vehicles, due to size and weight restrictions all trucks will be transported via low-boy or flatbed. All required licenses and permits will be obtained prior to shipment.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Pierce will not favor one GPO over another. Therefore, pricing model is consistent across all.

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.	<p>Pierce takes pride in upholding the integrity of the programs and contracts we participate in.</p> <p>System software changes have been built to facilitate the information gathered throughout any of our programs to efficiently run reports on demand. These reports are run at a minimum monthly for internal audit purposes and quarterly for contract requirements.</p> <p>All base specifications and additional upgrade options have been created in our customized truck configurator tool, PULSE so that a Dealer can copy that base specification to confirm line-item pricing. Any changes made to the base specification is then controlled and captured in a Change Report that can be validated to honor the Percentage Discount on options added.</p> <p>The process (see additional documents) outline shows that Pierce has a closed-loop process that provide checks and balances for all involved.</p> <p>Our reporting capabilities for other contracts have been noted to be timely, thorough, and accurate. The volume of sales under our consortium programs requires Pierce to have a well-defined and efficient process</p> <p>Awarded contracts are audited on product cost, labor efficiencies, product margin and customer satisfaction.</p> <p>Refer to "Table 13. Question 65 Audit and Administrative Fee.pdf" in Pricing folder.</p>	*
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.	On a monthly basis Pierce will provide the percentage of Sourcewell orders to each authorized dealer in which they can compare to the prior year, this is provided in their monthly dashboards.	*
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.)	The Administrative Fee that Pierce will pay to Sourcewell for this proposed contract is aligned with the other contracts awarded to Pierce to create alignment and consistency. That fee will be a flat \$2000.00 USD per customer purchase order or separate 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.	<p>Pierce is offering an array of fire apparatus to meet the customer's needs across the US and Canada, including Hawaii and Alaska.</p> <p>Authorized Pierce dealers may offer service contracts for preventative maintenance purposes. Our product portfolio includes the industry standard categories: Custom and Commercial Pumper products Aerial products, Command, ARFF, Rescue products, Tanker products, and Specialty vehicles.</p> <p>CUSTOM AND COMMERCIAL PUMPER PRODUCTS Pumper products include commercial and custom chassis with varying body sizes, pump rates, water tank capacity, and pump module style.</p> <p>AERIAL PRODUCTS Aerial products include ladders, platforms, and tillers. These provide ladder lengths ranging from 61' – 110'. Selections will include various axle configurations, pumping rates, ladder styles, and material.</p> <p>EMERGENCY RESPONSE VEHICLES - Designed to support the demands of emergency response. Many models fall under this category such as large mobile command, mid-size command vehicle, small mobile command, and cru 22mobile command vehicle.</p> <p>RESCUE PRODUCTS Rescue products will include commercial and custom chassis offerings along with a walk-in or non-walk-in style. The configuration capabilities vary but includes capacity to integrate complex A /V, network and radio systems, air tool systems, breathing air systems with compressors, hydraulic rescue tool systems and winching capabilities, crew seating with storage, and custom fabricated shelves and trays.</p> <p>TANKER PRODUCT Tanker products offer a dual role of water transport and on-the-spot firefighting. Pierce offers Elliptical tankers, Tanker/Pumper models, Dry side and Wet side styles to choose from. Each tanker is custom designed to accommodate the fire department's water, foam and equipment storage needs. Pierce Tankers feature solid, lightweight, corrosion-free polypropylene tanks. The tanks are form-fitted specifically for Pierce vehicles and come with a lifetime warranty.</p> <p>SPECIALTY VEHICLES Specialty vehicles are those unique vehicles that have a purpose in which just one may be needed. Specialty vehicles may range from a mini pumper to a Wildland Type III vehicle or a Industrial Fire Fighting Vehicle.</p> <p>Maxi-Metal Partnership MAXIMETAL PRODUCTS- are distributed in the USA through PIERCE MANUFACTURING and the dealer network under the brand name "CONTENDER BY MAXIMETAL. The "Contender by MAXIMETAL" product line will be submitted by MAXI-METAL for consideration.</p> <p>Aircraft Rescue and Fire Fighting Vehicles (ARFF) – Airport Products offers the Oshkosh Striker 4x4, 6x6 and 8x8 along with the Stinger Q4 RIV (Rapid Intervention Vehicle). The ARFF vehicle will be equipped to meet NFPA 414 requirements with optional equipment and configurations to meet individual airport needs.</p>
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Please see question 68 subcategories as they are described. There is also literature included to provide the breath of products we sell, service and support.</p> <p>No service contracts are included in this proposal. Example below of subcategories</p> <p>Category - Emergency Response Vehicles , ARFF, Aerial, Pumper, Rescue, Tanker, Specialty</p> <p>Subcategory - Ladder, Pumpers, Walk In, Pumper Tanker, Wildland, Platforms, Rescue -Pumper, Non Walk-In Dry-side Tanker, Mini-Pumper, Command</p>

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	<input checked="" type="radio"/> Yes <input type="radio"/> No	Frontline leads service on command and communications.	*
71	Wildland fire apparatus, of all types, such as: fire suppression equipment, mobile water supply, and crew carriers	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A	*
72	Aircraft rescue and firefighting vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Oshkosh Airport Products	*
73	Purpose-built chassis and vehicle components for firefighting apparatus and fire service vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Pierce has a variety of custom built chassis that you will find within the documents	*
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	<input checked="" type="radio"/> Yes <input type="radio"/> No	Can be open source Offering is only in conjunction with a new order.....	
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	<input checked="" type="radio"/> Yes <input type="radio"/> No	We are required to provide training of our vehicle per compliance with NFPA. We do provide options within our proposals for this, and extended durations that have added cost associated.	*

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.	<p>Pierce Master Technician Program</p> <p>The Pierce Master Technician Program is focused on recognizing service technicians throughout the dealer network for their knowledge and ability to provide expert service on Pierce apparatus. With this tiered level program, a technician can work their way up from having one certification to the level of Master Technician. Active participation in the ASE & EVT programs is encouraged. A Pierce Master Technician must successfully complete the defined core classes dedicated to exclusive Pierce products. A cumulative final exam is taken upon completion of the core classes to obtain a Pierce Master Technician status. Pierce has over a 150 Master Technicians certified.</p>
77	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	<p>Remount and refurbished services are offered however each job is quoted independently from one another. This is required due to the complexity to refurb or remount. Refurb and remount pricing will not be part of this submission however pricing can vary depending on the repair or service needed.</p>
78	Describe your compliance with US standards for the equipment and products offered in your proposal, including applicable federal and state requirements.	<p>Pierce fire apparatus are built with pride and dedication to a product that helps save lives. We have many internal quality check points throughout the build process and before the fire apparatus can be delivered it must go through third party testing by Underwriters Laboratories (UL).</p> <p>Pierce contracts with Underwriter's Laboratories to inspect Pierce apparatus for compliance to NFPA standards. Every NFPA 1901 apparatus manufactured in the Appleton facility is reviewed by a UL certified inspector after it is completed.</p> <p>Each apparatus is subjected to a visual inspection of construction and installed components such as chassis, driving and crew compartments, body compartments, steps, warning lights, reflective trim, warning, and instructional labels, etc. The inspection checklist, based on apparatus type, may have over 100 items to check.</p> <p>Once the UL inspection is complete a certification of NFPA compliance is provided to the customer upon delivery of their fire apparatus.</p> <p>Oshkosh ARFF products comply with latest edition of NFPA 414 and the Federal Aviation Administration Advisory Circular (AC) 150/5110-10E.</p>
79	Describe your compliance with Canadian standards for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	<p>CERTIFIED: UL/ULC</p> <p>NFPA 1901 UL Certification & UL Canada (ULC) Certification</p> <p>Pierce is the first fire apparatus manufacturer to be both 3rd party certified to NFPA 1901-2009 edition and ULC listed to Canada ULC-S515-04 standard by Underwriters Laboratories. Stages of testing include road, pump, weight, brake, performance and aerial application. All products must pass all tests before a truck is released into Canada. This commitment to quality applies to trucks sold in the U.S. as well.</p> <p>All chassis' comply with Canadian Motor Vehicle Safety Standards CMVSS.</p> <p>Oshkosh ARFF products comply with latest edition of NFPA 414 and the Federal Aviation Administration Advisory Circular (AC) 150/5110-10E. We will work with the customer on specific Canadian requirements to ensure compliance as needed.</p>

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Table 12. Pricing.zip - Tuesday November 30, 2021 15:16:30
 - [Financial Strength and Stability](#) - Table 2. Financial Strength and Stability.zip - Tuesday November 30, 2021 14:31:23
 - [Marketing Plan/Samples](#) - Table 7. Marketing Plan.Samples.zip - Tuesday November 30, 2021 13:40:24
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Table 9. Warranty Information.zip - Tuesday November 30, 2021 13:41:02
 - [Standard Transaction Document Samples](#) - SALES_TEMPLATE_Sales Proposal Order Form .pdf - Tuesday November 30, 2021 13:43:12
 - [Upload Additional Document](#) - Additional Documents.zip - Tuesday November 30, 2021 16:02:10

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

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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. - Michelle Swokowski, Sales Operations Manager, Oshkosh Corporation/ Pierce Manufacturing/ Oshkosh Airport Products

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	<input checked="" type="checkbox"/>	5
Addendum_3_Fire_Apparatus_RFP_113021 Thu November 11 2021 02:09 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Fire_Apparatus_RFP_113021 Fri October 29 2021 09:20 AM	<input checked="" type="checkbox"/>	1
Addendum_1_Fire_Apparatus_RFP_113021 Fri October 29 2021 09:20 AM	<input checked="" type="checkbox"/>	1



Quote Valid for 90 days

Contract #: 113021-OKC

Date:

8/1/2023

Buying Agency:	Sun Valley/Friedman Memorial Airport	Contractor:	Oshkosh Airport Products
Contact Person:	Tim Burke	Prepared By:	Rich Voakes
Phone:	208-721-3074	Phone:	920-410-4158
Email:	tim@iflysun.com	Email 1:	rvoakesjr@airport.oshkoshcorp.com
Sourcewell Product Code	SG3-003		
General Description of Product:	Oshkosh Striker 6x6, 2-Door, Aluminum Cab, 3 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (3000 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven, Single Stage Centrifugal, 1950 gpm at 250 psi)		
A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary			
Quan	Description	Unit Pr	Total
1	Oshkosh Striker 6x6, 2-Door, Aluminum Cab, 3 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (3000 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven, Single Stage Centrifugal, 1950 gpm at 250 psi)	\$1,075,776	\$1,075,776
1	See "Build Sheet" tab on next page for machine specs Truck to meet Attached Striker G3 6X6 Final Specification 7.13.23	\$236,727	\$236,727
		Subtotal A:	\$1,312,503
B. Sourced and/or UnSourced Contracted Items			
Quan	Description	Unit Pr	Total
1	Rigid Lighting package and ladder gantry system		\$33,758
1	Radios and install at factory		\$5,086
1	PAC Tool Boards and auxillary equipment		\$3,403
		Subtotal B:	\$42,247
C. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B)			\$1,354,750
D. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges			
Freight			\$14,060
On-site Training			\$6,000
Repeat Customer Discount (4.5% off of Section A)			-\$59,063
Additional Discount (7.5% off of Section A)			-\$98,438
		Subtotal D:	-\$137,440
Delivery Date:	400 days ARO	E. Total Purchase Price (A+B+C):	\$1,217,310

Code or Part No.	Option Description	Nov 2022 Pricing (including 7% off MSRP)	Qty	Extended Price
OSK-1	110 volt auxiliary air compressor with auto-eject shore power connection	\$2,818.00	1	\$ 2,818.00
OSK-2	110 volt engine preheater with auto-eject shore power connection	\$731.00	1	\$ 731.00
OSK-3	Battery charger with auto-eject shore power connection	\$1,001.00	1	\$ 1,001.00
OSK-4	Air inlet at rear or on either side of cab with auto-eject connection	\$508.00	1	\$ 508.00
OSK-6	Air hose reel in upper compartment with 150' of 1/2" hose	\$3,720.00	1	\$ 3,720.00
OSK-7	Alternating flashing feature for headlights "wig wag"	\$207.00	1	\$ 207.00
OSK-8	Two driving and two fog lights	\$494.00	1	\$ 494.00
OSK-9	LED ground lighting	\$661.00	1	\$ 661.00
OSK-13	Upgrade to Smartdock hands' free SCBA bracket for one crew seat	\$655.00	2	\$ 1,310.00
OSK-15	High output dual air conditioning	\$7,060.00	1	\$ 7,060.00
OSK-16	Streamlight brand rechargeable flashlights in cab - qty 2	\$593.00	1	\$ 593.00
OSK-18	Medical storage compartment in cab	\$2,474.00	1	\$ 2,474.00
OSK-19	Power strip in cab with shore power provisions	\$907.00	1	\$ 907.00
OSK-20	Ladders with fixed mounting on roof - Duo Safety 900A-24 and Little Giant Model 26	\$3,130.00	1	\$ 3,130.00
OSK-21	Height adjustable roll-out shelf in lower storage compartment	\$955.00	2	\$ 1,910.00
OSK-24	Stowable step for upper compartment access	\$1,783.00	2	\$ 3,566.00
OSK-25	Storage for two spare SCBA cylinder	\$938.00	1	\$ 938.00
OSK-26	Driver and turret operator foot switches for siren and air horns	\$643.00	1	\$ 643.00
OSK-27	Rear vision camera system including a rear facing color camera mounted at the top rear of the vehicle	\$3,572.00	1	\$ 3,572.00
OSK-28	Forward Looking Infrared (FLIR) camera with pan and tilt	\$23,184.00	1	\$ 23,184.00
OSK-36	Beadlocks for 6x6 vehicle including spare	\$4,772.00	1	\$ 4,772.00
OSK-38	Beadlock press	\$1,486.00	1	\$ 1,486.00
OSK-41	Swing-out feature for hose reel	\$765.00	1	\$ 765.00
OSK-44	Structural panel with one 2-1/2" suction inlet, one 5" suction inlet and a priming pump on the LH side with "Fill from Draft" provisions	\$7,224.00	1	\$ 7,224.00
OSK-45	One 2-1/2" foam / water producing discharge outlet with a bleeder valve on each side - 2 total	\$3,260.00	1	\$ 3,260.00
OSK-48	One 2-1/2" and 4-1/2" water tank fill connection on right hand side	\$2,391.00	1	\$ 2,391.00
OSK-49	550 lb. dry chemical system with fixed dual agent hose reel holding 100' of 1" twinned hose and a Hydro-Chem type nozzle in a lower compartment. Includes agent vessel and propellant system with system indicators in cab	\$33,660.00	1	\$ 33,660.00
OSK-50	Spare nitrogen cylinder for dry chemical system.	\$1,760.00	1	\$ 1,760.00
OSK-52	Foam transfer pump - pneumatic	\$5,280.00	1	\$ 5,280.00
OSK-57	625/1250 gpm high volume, low attack bumper turret in place of standard 300 gpm bumper turret - 6x6 and 8x8 only	\$29,816.00	1	\$ 29,816.00
OSK-58	Hydro-Chem type direct injection foam/water/dry chemical nozzle option added for any dual rate roof or bumper turret	\$7,618.00	1	\$ 7,618.00
OSK-59	Exterior mounted water and foam tank level lights each side	\$734.00	1	\$ 734.00
OSK-63	One LED spotlight on roof turret	\$829.00	1	\$ 829.00
OSK-64	One LED spotlight on bumper turret	\$1,028.00	1	\$ 1,028.00
OSK-71	Undertruck nozzles	\$3,312.00	1	\$ 3,312.00
OSK-72	Winterization system for vehicle's firefighting compartments	\$14,847.00	1	\$ 14,847.00
OSK-75	10 Kw Onan hydraulic generator.	\$19,534.00	1	\$ 19,534.00
OSK-86	110 volt electric cable reel in an upper compartment with 200' of 12/3 SO safety yellow cord. (Requires generator)	\$4,704.00	1	\$ 4,704.00
OSK-88	Four red LED mini light bars in place of standard red LED beacons on roof	\$5,044.00	1	\$ 5,044.00
OSK-94	Eco EFP Foam Testing System (Poppet Proportioner)	\$29,236.00	1	\$ 29,236.00

Sum of Options Only	\$	236,727.00
Total Including Base Vehicle and Options	\$	1,312,503.00

Draft May 30, 2023

REQUEST FOR PROPOSALS

**to Enter into Contracts for Exclusive Right
to Negotiate Leases for**

**HANGAR DEVELOPMENT or FIXED BASE OPERATOR
at
FRIEDMAN MEMORIAL AIRPORT (SUN)**

Published Date:	_____
Pre-Submittal Meeting: <i>(Participation is mandatory)</i>	_____
Deadline to Submit Questions:	_____
Proposal Due Date:	_____

Table of Contents
[to be inserted]

1. Introduction

As used in this RFP, the following terms have the following meaning.

SUN or Airport means the Friedman Memorial Airport
Authority means the Friedman Memorial Airport Authority
City means City of Hailey
County means Blaine County

All Proposers are alerted to read this RFP carefully and to note where information is required to be included in a Proposal and where information is optional. The Authority has carefully used the words “will” or “shall” or “must” to indicate where certain obligations, information or submittal provisions are mandatory. Other language such as “may” or “should” or “consider” is used where the provisions are optional.

2. Background and Summary

A. Overview

SUN is a publicly owned airport, jointly owned by the City of Hailey and Blaine County through the Friedman Memorial Airport Authority, a joint powers agency. The Airport is located in southcentral Idaho in the Wood River Valley and serves the Sun Valley resort and also provides critical transportation connectivity for residents of the greater Wood River Valley including Hailey, Bellevue, Ketchum, Sun Valley, and Carey.

The Airport is operated by the Authority. The Authority is comprised of three representatives appointed by the City of Hailey, three appointed by Blaine County, and a seventh member agreed upon by the six appointed members. The Airport Director provides the primary staff support to the Authority, managing and supervising airport personnel, and maintaining a safe, legal, efficient, and profitable operation.

The Airport encompasses approximately 594 acres and is located 5,320 feet above mean sea level. The FAA categorizes the Airport as a non-hub commercial service airport. SUN is also part of and classified by the Idaho Airport System Plan (IASP) as a Commercial Service Airport. According to the 2020 Economic Impact of Idaho Airports commissioned by the Idaho Transportation Department, Division of Aeronautics, SUN contributes nearly \$300 million annually to the local and state economy.

The Airport has one runway, Runway 13/31 which is 7,750 ft. x 100 ft. and one full length parallel taxiway, Taxiway Bravo, which is 50 ft. wide.

The Airport is surrounded by rising terrain to the north, east, and west. As a result, a majority of operations are opposite direction operations, meaning that most departures are southbound on Runway 13, while most arrivals are northbound on Runway 31. Not all operations are conducted in this fashion, as occasionally aircraft land from and depart to the north. All operations are coordinated by Air Traffic Control Tower (ATCT) personnel while the tower is open.

The Airport is currently served by three air carriers including Alaska, Delta and United Airlines. These three airlines currently provide non-stop flights to Chicago, Denver, Los Angeles, Seattle, San Francisco, and Salt Lake City. In addition to commercial service activity, the airport sees a significant amount of general aviation activity, including sophisticated, high-performance turboprop and jet aircraft.

In calendars years 2021 and 2022, airport operation and fuel flowage were as follow:

Airport Operations

CY 2021 = 29,102

CY 2022 = 26,211

AV Gas

CY 2021 = 50,476

CY 2022 = 42,081

Jet A

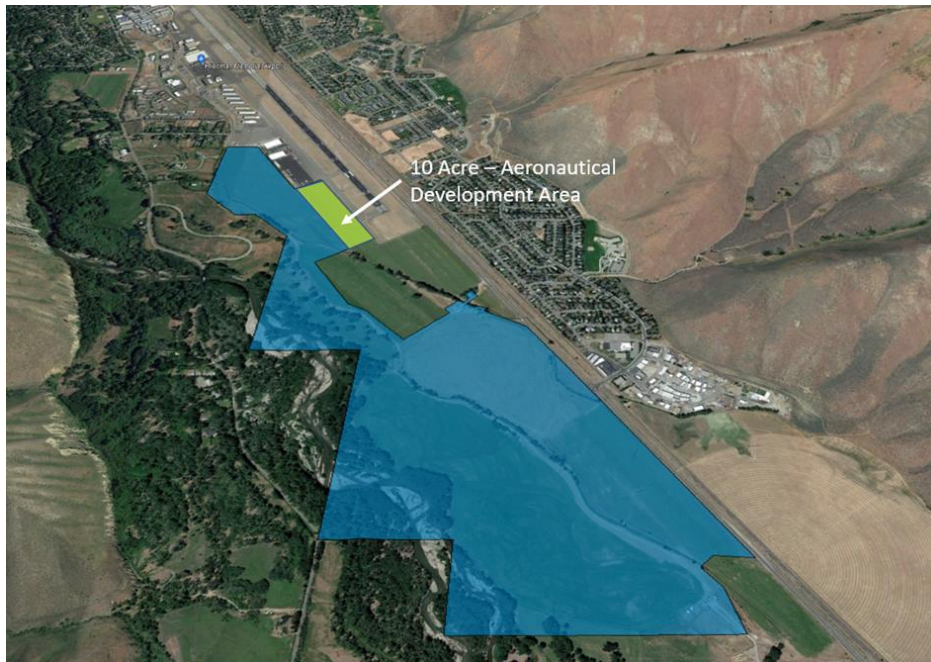
CY 2021 = 2,916,685

CY 2022 = 2,890,716

In September 2022, the Authority took possession of +/-386 acres of the Eccles Flying Hat Ranch west of Highway 75 and south of the Airport.

Prior to purchasing and acquiring the property, a critical step was the completion of an Environmental Assessment (EA) by the FAA. The transaction was approved based on a Finding of No Significant Impact – Record of Decisions (FONSI-ROD) issued by the FAA on July 27, 2022. This document was a predicate to FAA funding for the acquisition and sets forth important conditions that FAA imposed on the purchase.

As described in the EA, the primary purpose for most of the acquired property is approach/departure protection and land use compatibility as the property is located on the south end of the airport under the highly traversed approach and departures paths from the airport's only runway, Runway 13/31. This area is especially impacted by approach and departure overflights a majority of the take-offs from the airport are to the south (Runway 13) and a majority of landings at the airport are to the north (Runway 31).



For the past several years, growth in commercial aeronautical activity at the airport has been limited by a lack of space for new aeronautical development due to the airport's geographically constrained footprint in the south Wood River Valley. Available space for basic airport facilities including hangars and aircraft parking apron was further reduced as a result of projects to bring the airport facility into compliance with airport design standards from 2000-2005 and a major Runway Safety Area (RSA) compliance project from 2013-2015. The main focus of the RSA project was increasing the separation distance between Runway 13/31 and the airport's only parallel taxiway, Taxiway B. The increased runway/taxiway separation resulted in the need to remove then existing hangars and reduced the amount of available airport parking apron. Approximately 22,600 square feet (sf) of hangar space and 181,300 sf of aircraft parking was lost.

While a majority of the property was purchased and is intended to be preserved for the purpose of approach/departure protection and land use compatibility, the FAA's EA analyzed the potential use of 10 acres of the property to provide a site for new aeronautical development at SUN. The 10-acre parcel is located adjacent to and south of the current Fixed Base Operator (FBO) at the south end of the airport. The potential for this new aeronautical development is consistent with the current, Board-adopted airport master plan (2018) and is shown on the airport's current, FAA-approved Airport Layout Plan (ALP) and is the impetus behind this Request for Proposals.

Demand for hangars at SUN has far surpassed supply over the past 2-3 years. Development of new hangars remains a top request by airport users. While hangars of all sizes are in demand, "T hangar" type hangars of 1600-2500 sf (40 ft. x 40 ft. – 50 ft. x 50 ft.) in size are most requested but demand also exists for larger "box" hangars 10,000-12,000 sf (100 ft. x 100 ft. – 100 ft. x 120 ft.) in size. Both hangar sizes were considered as part of the conceptual alternatives developed as part of the minimum standards project. See Exhibits 3 and 4 below.

SUN users have also expressed interest in the establishment of a second FBO to increase competition. Currently SUN has one FBO on the field. Historically, lack of space on the airport has been the primary impediment to supporting a second FBO.

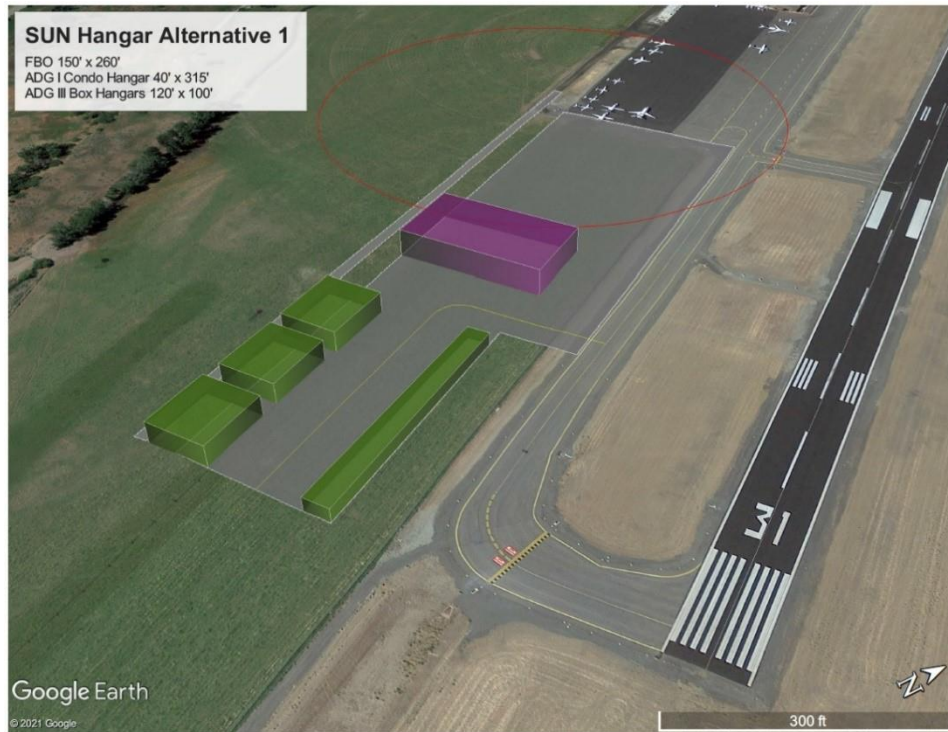
B. 2018 Airport Master Plan

The Authority initiated an Airport Master Plan Update in 2014. The planning process took several years. The new master plan was adopted by the Board and the ALP approved by the FAA in 2018. One of the elements discussed and included in the final master plan document was the inclusion of the new 10-acre aeronautical development area (the same site analyzed in the EA). The Authority decided that the primary purpose of this parcel would be to recover the hangar and apron space lost as a result of the 2005 and 2013-2015 RSA project as well as to provide additional space and ability to support some of the forecast increase in aviation demand identified in the master planning process. As discussed in the master plan, while the need for this space and facilities were identified and justified, future development was contingent upon future acquisition of the additional land, which was far from a certainty at the time the master plan was adopted.

C. Amended Minimum Standards for Commercial Aeronautical Activity (2022)

In 2021, the Authority initiated an update to its outdated Minimum Standards for Commercial Aeronautical activity, last updated in 1997. While the updating of the minimum standards was not undertaken because of the on-going land acquisition effort, the Authority was proactive in addressing the potential use of the new land. As a result, planning level conceptual alternatives were developed that address potential new hangar development, additional apron space, and the possibility of second FBO. Exhibits 3 and 4 present conceptual alternatives that were developed as part of the minimum standards project. *Proposers are not bound by these conceptual drawings; they are provided as illustrations of how either or both hangars and an FBO could be accommodated on the site.*

Exhibit 3 – Hangar/FBO Alternative 1



Source: 2022 Minimum Standards for Commercial Aeronautical Activity

Exhibit 4 – Hangar/FBO Alternative 2



Source: 2022 Minimum Standards for Commercial Aeronautical Activity

2018 Airport Master Plan versus Minimum Standards Conceptual Alternatives

While there is a difference in layout of space and proposed new facilities in the conceptual alternatives presented in the 2018 airport master plan and the 2022 minimum standards project, both are considered high level conceptual planning alternatives and are not intended to be binding land use plans for purposes of this RFP. Even at the highly conceptual level, the highest and best use of the available space is for hangars, aircraft parking, and a potential second FBO. Within those broad categories, actual space layout is expected to be refined by the Authority and/or by a potential developer.

D. Dual Path for New Airport Site

The Authority's adopted Airport Master Plan and FAA approved Airport Layout Plan (ALP), as the same may be amended or replaced, from time to time, represents the Authority's vision for long-term development of the Airport including the necessary facilities at the present Airport site. Proposers should note that the Airport Authority through the current Second Amended and Restated Joint Powers Agreement, maintains thresholds for considering a Replacement Airport under a "Dual Path Forward" approach which is focused on satisfying the operational requirements of existing and potential future airport users, whether at the existing Airport site or at a replacement site.

Proposers should be aware of the history of potential airport relocation to address FAA Modifications to Design Standards and/or other potential aviation demand-based needs unable to be accommodated at the existing airport site during the term of a potential lease with the Authority. While the likelihood, timing and details of any potential airport relocation are completely uncertain, Proposers should assume that any active business enterprise at the existing airport will be appropriately accommodated or compensated in the event of a relocation.

Please review the current Airport Master Plan and other documents regarding relocation posted on the Airport's website at www.iflysun.com.

3. RFP Process and Protocols

A. Procedures

Proposers must follow the procedures described below and may be disqualified from the procurement without further consideration if any of the following procedures are not followed:

After issuance of RFP but prior to the submission deadline for RFP:

- All contact between prospective respondents Authority Board or staff must be directed to the procurement contact designated in this RFP. Authority staff, elected officials, and consultants will refer all inquiries to the procurement contact.

- All requests for clarification, objections to the structure, content, or distribution of this solicitation, or any other inquiries, must be made in writing via e-mail to [insert] to the procurement contact, prior to the deadline for questions listed in Section 6.D. and the Authority shall answer the requests for clarifications, objections, and inquiries in writing via addenda to this solicitation.

After the submission deadline of the RFP but prior to issuance of a notice of intended award:

- All contact regarding the procurement between Proposers and the Authority, including any participants in the evaluation process who are not Authority employees, must be directed to the procurement contact designated in the solicitation. Authority staff, elected officials, and consultants will refer all inquiries to the procurement contact. Proposers may not contact any Authority staff or anyone involved in the selection process, except the designated procurement contact.

After review by the Authority's evaluation committee:

- The Authority will issue a notice of intended award to all respondents, which will include the basis for the Authority's selection.

Proposers may be disqualified from the procurement without further consideration if any of the following occur:

- Evidence of formal affiliation, ownership, common control or other legal, financial, or operational influence by the incumbent FBO;
- Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms, or conditions of this RFP (with the exception of firms submitting a joint proposal as a team or joint venture);
- Failure to direct all questions/inquiries through the procurement contact identified in this RFP;
- Any attempt to improperly influence any Authority official and/or the evaluation committee;
- Existence of any lawsuit, unresolved contractual claim, or dispute between Proposer and the Authority and/or the City or the County;
- Evidence of incorrect, incomplete, or misleading information submitted as part of the proposal;

- Evidence of Proposers inability to successfully complete the responsibilities and obligations of the proposal; and
- Proposers prior default under any agreement which resulted in termination of such agreement.

B. Nondiscrimination

By submitting a proposal to this RFP, Proposer certifies that they will fully comply with all federal, State of Idaho, and local laws pertaining to nondiscrimination, and certifies that they will not discriminate against or grant preferential treatment to any party on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin in the performance of Authority contracts or agreements.

In addition, this RFP is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Proposer agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. The Proposer agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

4. Procurement

A. Request for Proposals

This Request for Proposals is for two facilities. ***Proposers may submit a proposal for one or both of the facilities.*** The Authority seeks proposals from Proposers that have demonstrated expertise in either or both new hangar development and/or operation of a full-service fixed base operation (FBO) facility to serve general aviation (GA) activities at the Airport. The selected Proposer(s) will be authorized and required to design, develop, finance, construct and operate one or both facilities at the Airport consistent with all applicable Authority rules, regulations, Minimum Standards, and applicable City of Hailey, Blaine County, State of Idaho and federal regulations. The selected Proposer(s) will be required to construct all components of the hangars or the FBO including the facilities and infrastructure necessary for its operation.

B. Proposer's Duty to Execute Lease Contract

Within thirty (30) days of the offer of award of the lease contract for the right to enter into lease negotiations to construct and operate either or both hangars and/or FBO facilities at the Airport, the successful Proposer(s) shall execute and return the lease contract(s) and all required documentation to the Authority. If the successful Proposer(s) is unable to execute the lease contract within this timeframe, the Authority reserves the right to revoke the award and offer

the lease contract to the next-highest ranked Proposer(s) or to terminate this procurement entirely.

C. Conditions of Approval

Proposers should be aware that any lease(s) for the site will include at least the following requirements and are strongly urged to address in their proposal how the Proposer will comply with these requirements.

- If the proposal is for use of only a portion of the property, the Proposer must demonstrate a willingness and readiness to coordinate its development with the user of the remainder of the site.
- While not required, if a Proposer contemplates both hangar and FBO development, the proposal should explain the organization structure of their team.
- Any development will comply with the Minimum Standards and Rules and Regulations (as amended from time to time).
- The Wood River Valley and the nearby communities are highly noise sensitive. Proposers should demonstrate an understanding of the Authority's voluntary noise abatement program and be prepared to explain how their operations will be consistent with that program.

D. Design Guidelines

All buildings proposed for development on the Airport should fit within the design aesthetic that characterizes the Wood River Valley and the natural environment. Proposers should indicate whether they are willing to make commitments such as sustainable construction and structures, LEED compliance, reduced carbon footprint, solar generation, etc; such commitments will be favorably considered. It is recommended that Proposers present conceptual layout drawings and/or renderings of their proposed development.

E. Other Considerations

The Authority will not favorably consider proposals which fail to demonstrate an understanding of the unique characteristics of this Airport and this community. While this Request for Proposals does not intend to provide an exhaustive or comprehensive list of issues that Proposers might consider in making such a demonstration, the following illustrate topics that Proposers may want to consider addressing in their proposals.

- Some Proposers may contemplate investments by the Authority in basic infrastructure including utilities, aircraft parking apron, access roads, and vehicle parking to support the proposal. Proposers may want to address whether any Authority investment is contemplated.

- This community values the Airport as a good neighbor and a respectful member of the community. Proposers may want to explain how their proposal would be consistent with, or enhance, this long-standing relationship.
- The Authority has a voluntary curfew on nighttime operations. While federal law prohibits enforcement of the curfew, the Authority is proud of, and the community expects, widespread respect for the underlying policies. Proposers may want to address their view on these policies and how their operations will respect the long-standing community expectations regarding nighttime operations.

F. Applicable Grant Assurances

For many decades, there has been a single FBO operating at the Airport. Until recently (as explained above), the site constraints of the Airport made it practically impossible for the Authority to accommodate a second FBO. The recent land acquisition described above now makes it possible to accommodate a second FBO.

The Authority is subject to the FAA Grant Assurances, including Grant Assurance 22 (Economic Non-Discrimination) and Grant Assurance 23 (Exclusive Rights), both of which pertain to FBO operations. The FAA has advised that airport sponsors can maintain compliance with these assurances by maintaining and implementing reasonable minimum standards and by negotiating in good faith for the lease of suitable space with those who are willing and qualified to provide commercial aeronautical products and services. That obligation has now ripened since the Authority now has sufficient property to accommodate a second FBO. Finally, while the FAA does not require airport sponsors to conduct a public solicitation such as this one prior to leasing airport property, the Authority has determined that this RFP process will contribute to compliance with the Authority's satisfaction of its Grant Assurance obligations.

5. Proposals

All proposals are required to follow the format and process specified below. Each Proposer shall provide detailed evidence of its competency, capability, and expertise to develop and operate commercial aeronautical facilities at the Airport consistent with the Authority's goals of providing safe, efficient, and environmentally responsible services and facilities that meet the community's and users' expectations. ***A Proposer who proposes to develop both hangars and an FBO may either submit one proposal for an integrated development or one proposal for each component, in which case the two proposals will be considered separately.*** Proposers who are proposing for both facilities must be clear whether they want the components to be considered only as an integrated whole or as separate components.

The Authority desires succinct proposals that address the specific content requirements. To facilitate the review of all submittals, each proposal shall meet the following format requirements.

- No more than 50 pages (not including the cover letter and appendix materials). Boilerplate or generic marketing materials should be referenced with citation to promotional materials available on the Proposer's website if necessary.
- Typewritten, with a minimum font size of 11 point for narrative text, on 8-1/2" X 11" sheet size (but folded 11" X 17" exhibits are acceptable).
- Submitted as (a) as a single PDF-format document (with each section bookmarked) and (b) 5 hard copies bound with tabbed dividers labeled by section.

Each proposal shall consist of the following elements in the prescribed order.

A. Cover Letter

The Cover Letter shall not exceed two (2) pages and shall include the following:

- The name, address, e-mail address, and telephone number of the primary contact person of the Proposer's business organization entity;
- A brief statement indicating Proposer's clear understanding of and commitment to the provision of services specified in this RFP;
- A statement as to whether Proposer and/or Proposer's partners, subcontractor(s), joint venture associates or any other individual or entity of Proposer's team (including any third parties Proposer intends to rely upon for financing) has *any potential conflicts* that may arise in the performance of the services requested in this RFP, performing the work, or operating the facility contemplated within this RFP;
- A statement that the signatory is an officer or principal of the Proposer and has the authority to submit the proposal on behalf of, and to bind, the Proposer;
- A statement that the Proposer has *no* affiliation, formal or informal, with the incumbent FBO, and a statement indicating the nature of any affiliation, formal or informal, with any other business operating at the Airport.
- An acknowledgement of receipt of amendments to the RFP (if any).

B. Qualifications

1. Identification of Proposed Team

The Proposer shall provide at least the following information in the section concerning the project team.

- (1) The name, address, telephone number and primary contact person of the business organization entity of the Proposer and the names and addresses of all management and supervisory personnel, all officers and directors (if a corporation) and all persons owning, holding and/or controlling any equity interest, voting rights or debt.
- (2) Description of the proposed team and reporting authorities contemplated for (1) completion of design, financing and construction of the new facility; and (2) operation of the newly constructed facility once it is open.
- (3) Identify the individuals who would serve as the key team members of Proposer's organization (including any sub-consultants), indicate their roles and responsibilities, and summarize the reasons why the key team members are particularly qualified to develop and operate this facility, with particular attention to work experience. The Authority desires, but does not specifically require, that the facility manager have a minimum of ten years of experience, which should include both hands-on experience and progressive project management experience. Also include a profile of the support staff members.
- (4) Any other information that Proposer deems relevant for evaluation of the team. In particular, Proposer is invited to describe any particular aspects of its organization which, by way of background, experience, unique qualifications, or other bases, sets its team apart from the competition. The Authority recognizes that a Proposer cannot guarantee the employment of any members of the team but would treat as a positive attribute any verifiable statements concerning the long-term availability of key team members. The experience of key team members is much more important than the experience of a company whose personnel will not be available for the facility at the Airport. Do not repeat information that appears elsewhere in the proposal.
- (5) Resumes or other relevant material may be included in an appropriately labeled appendix.

2. Demonstrated Experience

The proposal shall include a statement of the Proposer's past experience, including resumes of management and supervisory personnel who would be responsible for the proposed operation, together with business, financial and managerial references. Proposer shall also provide a description of its business organization and history, including a listing of all persons holding ownership, control, management, or supervisory interest. If specifically requested (by an appropriate notation in the text of the proposal), this information will be kept confidential by the Authority to the extent provided by law.

In this section, Proposers shall discuss and elaborate on their experience and qualifications to design, finance, construct, operate, maintain and repair the proposed facilities. The Proposer

should exercise care not to repeat information provided in earlier sections of the proposal. This section must include the following information.

- (1) List all facilities currently being operated by Proposer and a brief description of each. Specifically include fuel volumes and aircraft operations handled at each facility. Please indicate whether the applicable Airport in each instance has a Part 139 certificate and whether it is has a Transportation Security Administration- approved Airport Security Program.
- (2) Identify and explain Proposer's experience (including specific examples) working with airport operators and proprietors on compliance with airport regulations and operational activities (*e.g.*, cooperation with airport emergency plans; disaster exercise and events; disabled aircraft recovery; fueling standards; landing and fuel flowage fee collections; and accommodating major events within the region).
- (3) Identify and discuss its experience designing, financing, constructing and operating airport facilities. The focus should be on similar facilities at similar airports where the Proposer was engaged in the design, finance, construction and operation of the facility.

Recognizing that professionals change their firm affiliation during their careers, the experience of key personnel is more important than a particular company's collective experience.

3. Project Understanding and Unique Airport Attributes

Proposer must have reviewed the Minimum Standards and must assume that it will be required to prove compliance with those standards unless a specific and precise exception is called out and requested in this section. The text for any requested exception request shall be bolded.

In this section, Proposer is asked to respond to specific questions about its proposal that will help the Authority evaluate among proposals from comparable companies. Precise responses that demonstrate an understanding of the Airport and the Wood River Valley are especially important. There is no 'correct' answer and the Proposer's sensitive responses will be more important than boilerplate language that could be included in any proposal. Brevity is always preferred.

- (1) *Customer Satisfaction.* How does your project and service meet expected high level of customer service and professionalism and need for the Airport?
- (2) *Environmental and Sustainability.* Do you intend for your project to incorporate LEED compliant structures, solar power, measures to reduce your carbon footprint or other sustainability measures?
- (3) *Community Values.* It is important to the Authority and the community that all Airport tenants be members of our community. What measures (both in construction and in

operations) do you intend to implement to demonstrate that you are good neighbor, that you and your customers will comply with the voluntary noise abatement policies and procedures, and that, more generally, you will contribute to the community?

- (4) *Conflicts.* After decades without new commercial enterprises at the Airport, this project has the potential to create conflict with existing users and tenants. What has been your experience, and what do you intend to do to reduce the potential for conflict with existing enterprises at the Airport?

4. Financial Information

Proposer shall provide a brief narrative discussion of its financial responsibility and capability to fulfill the proposal. The narrative should discuss how its development/operational plan presents a strong business opportunity, especially in light of the particular nature of this community and the Airport.

The following information must be provided, either as part of the narrative or as an appendix.

- (1) Evidence of the Proposer's financial responsibility, from a bank or such other source that may be readily verified through normal banking channels.
- (2) A detailed pro forma cash flow and a profit and loss for the first five years of projected operations. The required financial pro forma must include, at a minimum, detailed projections of revenues by category, operating expenses by category, payments to the Authority, capital expenditures, financing costs (principal and interest) and return on equity. Assumptions for each projection should be disclosed, including traffic and operating assumptions, fuel sales and other revenue sources used to calculate the financial estimates.
- (3) Proposer's audited financial statements for the past three years, including balance sheets and income statements and a current (within sixty days) balance sheet, all compiled by a Certified Public Accountant. If Proposer is not able to provide an audited statement, the statements must be signed by a corporate officer attesting to the financial statement's accuracy. The most recent unaudited quarterly statement must also be included.
- (4) Proposer's Dunn and Bradstreet credit rating (including its D-U-N-S #) and any other credit ratings, if applicable.
- (5) Estimated total initial capital investment required to accomplish the proposed FBO facility at the Airport and anticipated additional capital investment required to maintain and upgrade facilities over the lease term included in the proposal.
- (6) All sources of capital must be identified. If third-party financing is contemplated

(whether it be individuals, related entities, banks or other institutions) a letter from each third party is required indicating it has been briefed regarding the proposal and believes it is feasible to provide financing for its portion of the proposed project. If the third-party providing financing is not an established Idaho, national or international financial institution, the Proposer should explain in detail how the third party will obtain funds to provide financing.

- (7) Data that demonstrates the Proposer's previous successful operation of an FBO with financial operating results for FBO facilities at least three other airports with comparable levels of corporate and general aviation activity and fuel sales volumes (separating commercial airline versus GA fuel). Such data may, but is not required to include (a) three years of financial operating results including detailed P&L statements; (b) three years of cash flow statements, which statements identify the categories of services provided, and detailed line item by line item fee structures for items similar to those expected to be imposed on FBO customers at the Airport.

The Authority may, at its discretion, request that a Proposer provide additional documentation and/or answer targeted questions about its financial capability and/or financial projections, for itself and/or any proposed third party or sub-lessee. The Authority may conduct its own research of the Proposer's financial condition.

The Authority is concerned to avoid accepting a Proposal in which the Proposer contemplates an immediate sale, assignment, or transfer of the lease. Proposers must include a statement that the Proposer agrees not to engage in any sale, assignment, or transfer that could result in an exclusive right, as that term has been interpreted by the FAA. While the Proposal need not contain any specific information about the Proposer's plans with regard to future sale, assignment, or transfer beyond such a statement, any commitments that the Proposer wishes to make regarding the terms and conditions of, timing for, or restrictions it proposes on sale, assignment, or transfer will be favorably regarded. If the Proposer proposes any profit or revenue share (either on a regular recurring basis or upon transfer of control of the enterprise), the Proposer should provide sufficient detail for the Authority to evaluate the financial implications of such a proposal.

The Proposer shall indicate its acceptance that the following fees are the *minimum* that will be acceptable in connection with a sale, assignment, or transfer of the lease:

Years 1-5 – no sale, assignment or transfer permitted
Years 6-10 – fee of 30% of gross sale/transfer price upon sale, assignment or transfer
Year 11 and subsequent years – fee of 10% of gross sale/transfer price upon sale, assignment or transfer.

5. Bonding and Insurance Capability

Proposer shall provide evidence in the form of a Bid Bond issued by a bonding company licensed in the State of Idaho, of Proposer's ability to supply a performance bond in the amount equal to ten (10) percent of the annual rental and/or fees established and agreed upon, for conducting the services to be provided (cash may be deposited in lieu of a performance bond).

6. References

Proposer shall provide letters of reference (preferably as an appendix to the proposal) including at least the following.

- (1) Proposer shall provide at least two letters of reference from separate airport governing authorities with knowledge of the Proposer's ability to design, construct, and operate an FBO facility. These references must include a description of the project and the subsequent services provided at that airport. Each letter must include a contact name, title, address, phone, and e-mail address for the individual signing the letter.
- (2) Proposer shall provide a statement from an Idaho bank or trust company or from a nationally recognized bank or trust company and readily verifiable through normal banking channels regarding Proposer's financial responsibility. The letter of reference must include a description of one or more development project(s) with which the financial institution is familiar. Also, the letter must include a contact name, title, address, phone, and e-mail address for the individual signing the letter.

Proposer should be aware that the Authority may request information from additional sources such as, for example, Proposer's clients, government agencies, and any other available sources while investigating Proposer's experience and qualifications. *Submission of a proposal constitutes consent to the Authority making such inquiries.* If the Proposer wants to limit such inquiries, the proposal must clearly indicate requested limitations on the Authority's contacts.

C. Technical Proposal

Proposers shall provide a narrative fully describing the proposed development plan(s). Proposer may identify more than one option for development, consistent with the available property and other site constraints. If the proposal includes multiple alternative development concepts, Proposer should explain the advantages and disadvantages of each and the bases upon which the Proposer will decide which alternative to pursue.

Proposers may, but are not required to, submit a set of Conceptual Development Site/Facility Plans, prepared by a licensed architect and engineer fully depicting the proposed development. If the Proposer identifies more than one alternative development plan, drawings for each

alternative should be provided. Drawings should depict structures, parking and landscaping at a scale sufficient for the Authority to understand the scope and nature of the Proposal.

The proposal should provide a general description of the planned facilities and operations for conducting and/or providing the proposed services and should outline a technical approach in sufficient detail to allow the Authority to understand the plan for development and operation of the proposed facilities. ***A Proposer who proposes to develop both hangars and an FBO may either submit one proposal for an integrated development or one proposal for each component, in which case the two proposals will be considered separately.*** At a minimum, this section must provide the following information.

- (1) Requested date for commencement of the activity and the proposed term of conducting the same and the proposed structure and amounts of rent and/or revenue to the Authority;
- (2) A comprehensive listing of all services proposed to be offered and the proposed schedule of fees and charges therefore (with commitment of the time period during which such fees and charges will be unchanged);
- (3) The size and location of the building(s) to be built and the proposed design and terms for the construction of any space and the ownership, leasing or sub-leasing thereof. An identification of any necessary or desirable capital improvements to be constructed in conjunction with the operation and Proposer's plan for financing the same;
- (4) The number, type, and basing of aircraft proposed to be provided (as applicable) and/or a detailed description of all equipment and facilities;
- (5) The number of persons proposed to be employed (including the names and qualifications of each person if known), whether the employees will be Airport-based (full-time, part-time and seasonal) or transient, and the certifications required, if any, for each Person to provide a proposed aeronautical activity;
- (6) The hours of proposed operation;
- (7) The types and limits of insurance coverage to be maintained;
- (8) A plan for compliance with the Authority's management, environmental and land-use requirements, policies, and goals.

In addition, Proposers are invited, but not required, to provide the following information.

- (9) Any anticipated problems presented by the development of FBO facilities at the Airport, as well as any specific suggestions for avoiding these problems.

- (10) Any specific or proprietary quality assurance/quality control measures that Proposer proposes to implement in design, construction or operation.
- (11) Any other information that the Proposer deems relevant, especially information that would distinguish the Proposer from its competitors.
- (12) If the proposal is for only hangars or only an FBO, how the Proposer will coordinate its development and operation with another user on the site.

D. Appendices

While brevity is appreciated, the Proposer may include any or all of the requested information in one or more appendices. Each appendix should be clearly labeled for easy reference.

E. Submission Instructions

All Proposals must be received by the Authority on [DATE], no later than [TIME].

Proposals not submitted in the manner described herein will be considered nonresponsive and subject to rejection. Proposals submitted after the specified due date and time in this RFP will be rejected as late and will not be accepted.

Proposals must be submitted as (a) as a single PDF-format document (with each section bookmarked) and (b) 5 hard bound copies with tabbed dividers labeled by section.

Proposers shall submit their Proposals to the following address:

Chris Pomeroy
address

6. Evaluation and Selection Process

A. Pre-Submittal Conference and Site Visit

The Authority will hold a **mandatory** pre-submittal conference on [DATE] at [TIME]. The conference will be held at:

[Address]

At the conference, Authority staff will be available to discuss the opportunity and will respond to questions regarding the RFP documents and the process. A site visit will be held immediately following the conference. ***Attendance at the pre-submittal conference is mandatory.***

B. Evaluation Process

An evaluation committee established by the Authority Board will evaluate the proposals in accordance with the evaluation criteria identified below. The panel may consist of members of the Board or others appointed by the Board.

Evaluation of proposals will be based primarily on the submission but the Authority reserves the right to conduct its own investigation of any or all Proposers and the content of any or all proposals. Information from such investigation will be considered as part of the evaluation.

Each proposal will be assessed against the following evaluation criteria.

Item	Criteria	Weighting Factor	Raw Score	Weighted Overall Score
1	Extent to which proposer commits to development that fits within the design aesthetic that characterizes the Wood River Valley and the natural environment; commits to incorporate sustainable construction and structures, be LEED compliant, reduce carbon footprint, utilize solar generation, and consider other sustainable practices as feasible.	6	(0-5)	(Max 30)
2	Quality, thoroughness and practicality of financial proposal; extent to which Authority financial contribution is contemplated.	6	(0-5)	(Max 30)
3	Proposer's financial responsibility and capability to construct the improvements and to initiate operations.	5	(0-5)	(Max 25)
4	Proposal demonstrates Proposer's commitment to the Valley's and Airport's community values including plans to comply with the voluntary noise abatement policies and procedures, and general contributions	5	(0-5)	(Max 25)

	to the community; design of facilities is consistent with esthetic of the Airport.			
5	Consistency of proposed facilities and operations with the Airport's Minimum Standards and Rules and Regulations (as amended) and other Authority/City/County requirements.	4	(0-5)	(Max 20)
6	Proposer's key personnel experience with design, finance, construction, operation, maintenance and repair of commercial aeronautical facilities.	3	(0-5)	(Max 15)
Raw Scoring: 5 – Outstanding 4 – Very Good 3 – Satisfactory 2 – Barely Acceptable 1 – Inadequate 0 – Unacceptable		Score:		Max 145

The Authority reserves the right not to award a lease if it determines, in its sole discretion, that no Proposer meets the requirements of this RFP.

C. Interview

Those Proposers who are judged by the Authority to have provided the best overall proposals may be invited to make a presentation to the Authority and respond to questions about their proposal. The Authority reserves the right to forego the interview process if it determines that one of the Proposers clearly affords the Authority the best combination of qualifications and business arrangement/value. If, at the discretion of the Authority, interviews are held, they are expected to be held within thirty (30) days of the RFP submittal due date. Each Proposer will structure their presentation as follows:

- Summary and overview of Proposer's development plan and services to be provided to the general aviation market at the Airport (25 minutes)
- Questions and answers from the Authority's evaluation committee (75 minutes)
- Proposer's concluding statement (10 minutes)

D. Anticipated Schedule

Stated below is the anticipated general benchmark schedule for this procurement process. However, the Authority reserves the right to modify, change, or amend these dates and to change or suspend the process at its sole discretion. The dates are merely target dates provided as a planning tool to allow Proposers a general understanding of the overall project schedule objectives.

	RFP Issued
	Mandatory Pre-Submittal Conference and Site Visit
	Deadline for Submitting Questions
	Responses to Questions
	Submittal Deadline
	Short-listed Proposers selected
	Interviews
	Final Selection

1. Process for Submitting Questions

The Authority will accept only written questions about the RFP process. All questions/ correspondence shall be e-mailed to [name and email address]. Answers to any questions posed in writing to the Authority no later than [redacted] will be provided in writing to attendees at the pre-submittal conference and will also be on the Authority website. The Authority will respond informally to any questions asked at the pre-submittal conference, but will provide formal written responses on the Authority website to the extent that any responses are relevant to the preparation of proposals.

No questions will be accepted after [redacted]. The Authority will post responses to written questions as indicated above. The Authority will endeavor to post responses as soon as possible but will post responses to all questions received by the deadline no later than [redacted].

2. Other Communications

Proposer(s) who conduct or arrange for any communication not provided for in this RFP with any Authority officials or employees, or with any member of the evaluation committee, may be disqualified.

7. General Information

A. Authority's Reservation of Rights

Issuance of this RFP and receipt of proposals does not commit the Authority to select any Proposer for a short-list or to enter into any lease. The Authority reserves the right to accept or

reject any and all responses received for its convenience or if in the best interest of the Authority. The Authority also reserves the right to waive any informality or irregularity in any submittal.

Any and all agreements arising out of a proposal submitted hereunder (including any negotiations that follow) shall not be binding on the Authority unless duly approved and executed by the Authority Board, in accordance with applicable laws.

B. Representation of Due Diligence

The submission of a proposal shall be deemed a representation and certification by the Proposer that it has investigated all relevant conditions, facts, circumstances, procedures, requirements and aspects associated with this RFP and that Proposer has read and understood the RFP, attended the mandatory pre-submittal conference, and participated in the site tour of the Airport.

Each Proposer is responsible for a thorough review of the RFP to ensure possession of all necessary documents. All RFP and related documents may be downloaded from the Authority website.

Upon submittal of a proposal, it will be presumed that the Proposer has read and is familiar with all of the RFP documents. After receipt of a proposal, the Authority will not entertain any request for modification of the proposal and no claim for adjustment of any provisions of the RFP shall be honored, regardless of any claim by a Proposer that it was not fully informed as to any fact or condition.

C. Protest Procedures

If any Proposer objects to the final selection and award, such proposer shall respond in writing to the Authority withing seven (7) calendar days of the date of the transmittal of the notice of award setting forth in such response the setting forth the express reason or reasons that the award decision of the Board s in error. Thereafter, prior to finalizing any agreement with the prevailing proposer, the Board shall review its decision and determine whether to affirm the prior award, choose to reassess the proposals, or choose to commence a new RFP process setting forth the reason or reasons therefore. After completion of the review process, the Authority may proceed as it deems to be in the best public interest.

D. Confidentiality

All submission materials will be held in confidence by Authority until the evaluation and selection process is completed by the evaluation committee. All submission material are subject to disclosure pursuant to the Freedom of Information Act 5. U.S.C. §552 and Idaho Code §74-102. Any material a proposer wishes to be withheld from disclosure as a trade secret should be clearly marked as such.

E. Indemnity and Costs

The Proposer agrees to defend, indemnify and hold harmless the Authority and its Board, the County and the City, and their respective officers, officials, directors, employees, agents, and volunteers for any claims of copyright, patent or trademark infringement arising out of, caused directly or indirectly by the acts or omissions of the Proposer in relation to this RFP and the proposal.

Each party responding to this RFP shall bear all of its own costs and expenses, direct and indirect, associated with or related to any action taken in response to this RFP and the Authority shall not be responsible in any manner for such costs and expenses. Proposals and any materials submitted therewith shall become the property of the Authority upon receipt. The Authority shall have the right to copy, reproduce, or otherwise dispose of such documents in any way that the Authority selects. The Authority shall be free to use as its own, without payment or any kind of liability, any idea, scheme, concept, technique, suggestion, layout, or plan received in response to this RFP, including any future RFP process, if conducted.

F. Insurance Requirement

Within fourteen calendar days of the award of the ultimate lease to the successful Proposer, said Proposer shall secure the types and amounts of insurance set forth in the lease agreement. However, Proposers do not need to provide proof of insurance with their proposals.

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Friedman Memorial Airport Authority: Request for Proposals

Ranch Management – Flying Hat Ranch
DATE TBD, 2023

DRAFT V3 7/25/2013

1. Overview

The Freidman Memorial Airport Authority (referred to herein as “the Authority” or “FMAA”) is seeking proposals from qualified and experienced agricultural operators to lease, manage, and maintain the approximate 451 acres of the Flying Hat Ranch (“the Ranch”). The Ranch is shown with blue shading in **Figure 1** below.

Figure 1 – Flying Hat Ranch



Source: Google Earth/FMAA

In 2018, an approximate 65-acre portion of the Ranch was acquired by the Authority for Runway Protection Zone and obstruction removal (trees). In September of 2022, an additional approximate 386 acres of the Ranch was acquired by the Authority for the further purpose of protecting the airport’s approach and departure surfaces from development of incompatible land uses including structures, towers, or vegetation that would potentially penetrate these surfaces and be an obstruction to aircraft operations. Airport ownership of this property also prevents future development of noise sensitive land uses.

Of the approximate 386 acres of the Ranch purchase in 2022, an approximate 10.4 acres of land immediately adjacent to Taxiway B at the south end of the Airport, has been identified for construction of aircraft parking apron and aircraft hangars. This area is highlighted in yellow in **Figure 1**. Timing of this potential development is uncertain at this time; however proposers should expect to include this

land as part of the proposed agricultural operations until such time the land is removed from agricultural land inventory to accommodate the aeronautical activity.

Per the Purpose and Need and associated Finding of No Significant Impact from the Federal Aviation Administration's Environmental Assessments associated with the property acquisition, except for the approximate 10.4 acres, the Authority is to continue to operate this land for agricultural purposes ensuring protection of the airport's Runway Protection Zone and approach and departure surfaces, and the airport from future incompatible and noise sensitive land uses.

Lastly, the Ranch features various historical structures, including a farmhouse, two barns, and several other outbuildings. All structures will remain on the property, to either continue their use for agricultural purposes or be used for Airport purposes.

2. Ranch Management Goal and Outcomes

The Authority's overall goal for the Ranch is to apply resilient and sustainable land management practices with the following desired outcomes:

- A. Protect the Ranch's natural and cultural resources through education and the implementation of best practices.
- B. Put the Authority's water rights to full beneficial use while encouraging and implementing applicable ranch-wide water conservation strategies.
- C. Implement soil conservation practices that maintain and improve the health of soil resources.
- D. Reduce occurrences of noxious weeds and invasive species.
- E. Protect and enhance the natural values of the Ranch through sound stewardship.
- F. Preservation and protection of the historical values of the ranch and its structures including potential partnerships with conservation organizations to preserve and protect these assets.
- G. Maintain and improve habitat for the dual benefit of livestock and wildlife while reducing potential for wildfire hazards that may impact aviation safety.
- H. Derive a competitive financial return for the Authority.

The successful proposer will possess proven operational and financial capacity to manage an integrated, resilient and sustainable ranch. The lessee will also possess proven capacity for working and communicating effectively with partners and will demonstrate openness to integrating and improving innovative ranch management techniques and education into their operational plans.

3. Submission Information

Sealed proposals will be accepted until **Thursday DATE TBD, 6 pm**. Any proposal received after that time will not be considered. Proposals must be submitted by mail or hand delivered to:

Friedman Memorial Airport
1616 Airport Circle
Hailey, ID 83333

Faxed or emailed proposals will not be accepted. Interested parties shall submit their proposals in hardcopy and in PDF Format on a flash drive. Proposals must be typed and legible. Proposals must be

submitted in a sealed envelope and clearly identified on the envelope as “Flying Hat Ranch Management Proposal”.

4. Questions

Procedural and technical questions are to be submitted in writing/email to Nick Carnes at Nick@iflysun.com.

Questions will be accepted until **TBD** at 6PM MT. Interested parties may not contact any other Airport Staff or Airport Officials on this matter.

5. Requirements

The selected party will enter into a negotiated lease agreement with the Authority for an initial term ending **TBD**. The Authority has the following requirements for said agreement.

- A. The Ranch must be managed by the selected party. No part of the agricultural operation may be sublet without the expressed approval by the Authority.
- B. Selected party must fix and maintain fences, ditches, and irrigation structures on the Ranch.
- C. Selected party must accept the Ranch “as is, where is” and indemnify, defend, and hold harmless the Authority for any and all claims, liabilities, losses, demands, damages, expenses due to or arising out of any use by the selected party. The selected party will be required to carry both comprehensive automobile and vehicle liability insurance and broad form comprehensive general liability insurance.
- D. Selected party must coordinate with and receive approval from the Authority regarding desired major capital improvements, upgrades, and other projects on the Ranch.
- E. The Authority intends to develop approximately 10.4 acres of ranch property for aeronautical purposes as specified above during the term of the lease. The Authority will coordinate with the selected party accordingly and as appropriate.
- F. The Authority has the authority to access the property at any time and will coordinate such access to the extent possible.
- G. Selected party may not live on the property unless an appropriate arrangement is made with the Authority.

6. Contents of Proposal:

Interested parties must submit a formal proposal, not to exceed 20 pages, that includes the following information:

- A. Cover letter, including name, daytime phone number, and email address for the primary point of contact.
- B. A description of the proposer’s agricultural background.
- C. A description of the proposed management and operation of the Ranch to meet the goal and outcomes specified in page 2, Section 2. Provide as much detail as possible.
- D. If currently involved in other agricultural enterprises, briefly describe the operation(s) and include general locations and include a statement as to how the Ranch will fit in with the

rest of the proposer's operation.

E. Include three references or letters of reference (do not count toward 20-page maximum).

Selection Process

The process for selection and award of the ranch management lease agreement will consist of four steps and be organized as follows:

Step 1: Review and scoring by Authority appointed selection committee of submitted proposals

Step 2: Interviews (if deemed necessary)

Step 3: Selection of successful proposer and initiation of negotiations of ranch management lease agreement

Step 4: Authority approval of management lease agreement

Anticipated Timeline

Dates are approximate and are subject to change.

Step 1	TBD:2023	Request for Proposals issued
	TBD:2023	Questions may be presented prior to 6PM on this date
	TBD:2023	Sealed Proposals due at 6PM, Mountain Time.
	TBD:2023	Notifications of Interviews (if deemed necessary)
Step 2	TBD:2023	Interviews conducted
Step 3	TBD:2023	Authority notifies successful proposer/begin lease agreement negotiations
Step 4	TBD:2024	Ranch management lease agreement executed

Step 1: Review of Proposals

Following an initial screening of the proposals, the selection committee will rank proposals based on the highest to lowest score. The following selection criteria will be the basis for ranking proposals:

Criteria Points

Experience, reputation, and competence of proposer	25 points
Familiarity with the airport and community	15 Points
Approach to agricultural operations including sustainability and resiliency	40 Points
Financial capability and plan of proposer	20 Points

Total

100 Points

Step Two: Interviews (if deemed necessary)

1. Interviews may be conducted by the selection committee for the purpose of assisting the committee in ensuring the most qualified proposer is selected.
2. Key personnel from interested party are required to be present and participate in the interview.
3. Respondents are asked to give a presentation on their organization and proposal. The selection committee may then ask any follow-up questions they have of the proposer.

Step Three: Selection of Successful Proposer and Negotiation of Ranch Management Lease Agreement

After the successful respondent is selected, the Authority will negotiate a ranch management lease agreement.

Step Four: Authority Approval of Ranch Management Lease Agreement

1. It is expected the Authority will formally select the successful proposer based on a recommendation of the selection committee at a regularly scheduled Airport Board meeting to be determined by the Board Chair. All proposers are encouraged to attend the Airport Board meetings to hear discussion of the selection process.
2. The Authority reserves the right to undertake or award supplemental or successor agreements for work related to this agreement.
3. This solicitation shall not be binding upon the Authority and respondent, and no services shall be performed under the terms of the proposal or the ranch management agreement until agreement has been approved by the Authority.

Selection and Contracting Provisions

Notifications

The Authority will provide timely notifications in writing (letters and/or emails) of the following actions to individuals or firms responding to the Request for Proposal as follows:

1. Selection of short-listed respondents for interviews (if deemed necessary).
2. Interested Parties not short-listed.
3. Selection of recommended individual or firm; and Authority approval.

Right to Reject

The Authority reserves the right to waive informalities in the proposals or fees and to reject any and all proposals and re-advertise this solicitation at any time prior to Authority approval of the recommended propose and the negotiated ranch management lease agreement if doing so would be in the Authority's best interest, as determined by the Authority in its sole discretion. The Authority reserves the right to award this solicitation to the individual or firm that best fits the requirements outlined in the request for proposals.

The Authority reserves the right to waive any informality in any submittal and/or reject all proposals, and to accept the proposal that is in the best interest of the Authority. The Authority further reserves the right to:

1. Negotiate a final ranch management lease agreement that is in the best interests of the Authority; and
2. Request any additional information the Authority deems reasonably necessary to allow the Authority to evaluate, rank and select the most qualified respondent to perform the services described in this solicitation.

If the Authority and the selected respondent cannot agree on the contract, the negotiations will be terminated, and the Authority reserves the right to begin negotiations with the next highest ranked respondent.

Procedure Requirements

1. Any individual or firm failing to submit information in accordance with the procedures set forth herein may be considered non-responsive.
2. All costs incurred by individuals or firms choosing to participate in this process shall be borne by the proposing individual or firm.
3. All proposals submitted regarding this solicitation are the property of the Authority and will only be returned to the individual or firms if requested in writing to the Authority at the sole discretion of the Authority.
4. Late submittals shall not be accepted. It is the responsibility of the individual or firms to ensure that the proposal arrives at the Airport Operations Building, prior to the date and time stated in this solicitation.

Conflicts of Interest

Any conflicts of interest whether real or perceived by the individual or firm submitting a proposal should be fully disclosed and explained within the proposal.