



EXHIBIT "A"

**SUTPHEN**

**PROPOSAL**

**TO THE:**  
City of Brecksville  
Brecksville, OH

**DATE:** November 8th, 2024

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this proposal:

**One (1) Refurbishment Project of Brecksville Fire Department's current Sutphen  
Aerial, HS-3609 .....\$339,500.00**

The unit shall be manufactured completely in accordance to the following proposal and delivered in approximately **750 days**, subject to delays from all causes beyond our control.

**This proposal shall be valid for 60 days.** If the contract or purchase order is not received within this proposed duration, we reserve the right to extend, withdraw, or modify our proposal, including pricing, delivery times, and prepayment discounts as applicable.

Respectfully submitted,

*Andy Herb*

Andy Herb, Board of Directors

**The City of Brecksville's "Detailed Specifications & Bid Form" have been met in their entirety and are included as part of this proposal.**

**Customer: City of Brecksville**

**Signature:** \_\_\_\_\_

**Name/Title:** \_\_\_\_\_

## TERMS & CONDITIONS

Changes to National Fire Protection Association ("NFPA") 1900, Environmental Protection Agency ("EPA") or changes legislated by Federal, State or Local Governments or changes in parts availability or vendor relationships that impact the cost to manufacture the truck may incur additional charges which shall be borne by the Purchaser. These may include but are not limited to changes that affect the major vendors of the fire apparatus industry such as pump manufacturers, seat manufacturers, electrical power supplies (generators) and powertrain (engine & transmission). Any such changes shall be documented in advance of the completion of work and prior to any costs incurred for said changes on a change order executed by both Sutphen and Purchaser.

Sutphen shall provide written notice to the Purchaser as soon as it reasonably believes any cost increase provision may be invoked. Sutphen shall provide, upon written request, documentation of such changes and increases.

Sutphen will use its reasonable best efforts to deliver the apparatus within the timeframe quoted herein, provided that such delivery date shall be automatically extended for delays beyond Sutphen's control, including, without limitation, strikes, labor disputes, riots, civil unrest, pandemics, war or other military actions, sabotage, government regulations or controls, fire or other casualty, or inability to obtain materials or services. If such delay occurs, Sutphen shall give notice of delay to Purchaser. Purchaser shall not be entitled to any discount or reduction in price for such delay and Sutphen shall not be liable for any damages (compensatory, incidental, consequential or otherwise) related to such delay.

Final payment shall be made at the time of final inspection at the factory.

Delivery, payment, and transfer of the Manufacturer's Certificate of Origin (MCO) shall take place at Sutphen during final inspection, and upon payment in full in accordance with these terms. Sutphen reserves the right to withhold delivery of the MCO until payment in full is received. If Purchaser requires any third-party equipment mounting, the apparatus shall be moved to the third-party facility by the dealer or Purchaser for such mounting. Such third-party work shall not delay or offset payment to Sutphen. The apparatus shall be tested per NFPA #1900 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder shall not be driven or used in any manner until it is paid for in full. In the event there are any shortages or omissions with the apparatus at time of completion, Purchaser may withhold a sum equivalent to the price of any such shortages as determined by Sutphen.

In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser, Sutphen may take possession of equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.

Sutphen warrants to Purchaser that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any applicable change orders, drawings, specifications, or standards incorporated herein, and/or shall be free of defects in materials, workmanship, and free from such defects in design. In addition, Sutphen warrants that the goods and services are suitable for and will perform in accordance with the purposes for which they were intended, for a period of one year from the Warranty Registration Date, unless an extended warranty is purchased.

The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by this Proposal. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.

Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft, or collision and insuring against property damage and personal injury through the completion of the apparatus and transfer of the Manufacturer's Certificate of Origin.

After the execution of this Agreement, Purchaser shall have no right to terminate the Agreement. Sutphen may, in its absolute and sole discretion, accept Purchaser's request to terminate the Agreement. In the event Sutphen accepts Purchaser's request to terminate the Agreement, Sutphen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied, at Sutphen's sole discretion: (a) 10% after order is accepted by Sutphen; (b) 30% of the Purchase Price after production has commenced. The cancellation fee may increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing.

These Terms and Conditions ("T&C") contained in the Proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in these or in any subsequently signed agreement between the Parties. No waiver of any of the provisions of these T&C shall be deemed a waiver of any other provision, whether similar, nor shall any waiver constitute a continuing waiver. If a Purchase Order is issued, this Proposal, including the Terms and Conditions contained herein, shall supersede the terms in the Purchase Order where terms may be inconsistent.

This Proposal shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes, and decisions of the State of Ohio. Exclusive jurisdiction and venue for any litigation at all related to this in the Cuyahoga County Court of Common Pleas, Brecksville, Ohio, and the parties hereto consent and submit to the general jurisdiction of this court. All of these T&C shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.

**BID SPECIFICATIONS**  
*Brecksville Fire Department Aerial Ladder  
Truck Refurbishment Project*



CITY OF BRECKSVILLE  
9069 BRECKSVILLE ROAD  
BRECKSVILLE, OHIO 44141

BID OPENING:  
NOVEMBER 8, 2024  
10:00 A.M.

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**Section 5.** Original Drawing - 2002 Sutphen Telescopic Aerial Tower



## **SECTION 1. INVITATION TO BID - LEGAL NOTICE**

Sealed bids will be received by the Director of Purchasing of the City of Brecksville, in the Purchasing Office, Brecksville City Hall, 9069 Brecksville Road, Brecksville, Ohio 44141, until 10:00 a.m. on November 8, 2024, for the Brecksville Fire Department Aerial Ladder Truck Refurbishment Project.

Bid Specifications can be obtained at no charge at the office of the Director of Purchasing, Brecksville City Hall, 9069 Brecksville Road, 44141, or via email by contacting Monica Bartkiewicz at [mbartkiewicz@brecksville.oh.us](mailto:mbartkiewicz@brecksville.oh.us) or 440-526-2622. Bid proposals will ONLY be opened from bidders who have obtained specifications directly from the City of Brecksville Purchasing Office.

Bids must be accompanied by the Bid Guaranty & Contract Bond provided in the bid specification book, or a Bid Bond, certified check or cashier's check, in an amount equal to 10% of the bid, payable to the City of Brecksville, as a guarantee that if said bid is accepted, a contract will be entered into and its performance properly secured.

The City of Brecksville reserves the right to reject any and all bids, to waive any informalities or irregularities in the bids received and to accept any bids which it deems most favorable and to disregard all nonconforming, incomplete, or conditional bids or counter proposals; and to conduct investigations to assist in the evaluation of any bid so as to establish qualifications, responsibility, and financial ability of the contractor or sub-contractor to complete the work in accordance with the contract documents to the City's satisfaction within the prescribed time.

***Published in the Sun News on October 24 and 31, 2024***

## SECTION 2. INSTRUCTIONS TO BIDDERS

### **ADVERTISEMENT & BID OPENING**

Sealed bids will be received by the Director of Purchasing of the City of Brecksville ("City") in the Purchasing Department office at 9069 Brecksville Road, Brecksville, Ohio, 44141, until 10:00 a.m. on November 8, 2024, for the Brecksville Fire Department Aerial Ladder Truck Refurbishment Project ("Project"). Bids will be opened and read immediately thereafter. Late bids will not be considered, and shall be returned to the vendor unopened. At the time bids are opened, they shall be considered final in form and content.

### **BIDDING DOCUMENTS**

Proposals shall be submitted in **sealed envelopes** with the name of the project and the full name and address of the party or parties submitting the bid and all persons interested herein clearly marked on the outside of the envelope. Faxed proposals will NOT be accepted. Bids shall be in conformity with the Ohio Revised Code and must be submitted on the prescribed forms in these Specifications. All blank spaces must be filled in by typewriter or ink. Each bidder must submit evidence of their experience on projects of similar size and complexity. Bid Proposals will ONLY be opened from entities that have obtained plans and specifications directly from City of Brecksville Purchasing Office.

### ***The following documents must be submitted with the bid:***

- Submission Checklist
- Proposal and Bid Form
- References
- Exception Sheet
- Delinquent Personal Property Tax Affidavit
- Certificate of Compliance with ORC 3517.13
- Non-Collusion Affidavit
- Certificate for Findings of Recovery
- Bid Guaranty and Contract Bond
- List of Subcontractors

### **ADDENDA AND INTERPRETATIONS**

All questions about the meaning or intent of the Contract Documents are to be directed to the Director of Purchasing, before 4:00 p.m. on

Tuesday, November 5, 2024. All questions are to be submitted via email at [mbartkiewicz@brecksville.oh.us](mailto:mbartkiewicz@brecksville.oh.us). Additions, deletions, or revisions considered necessary by the City and/or in response to such questions will be issued by Addenda and e-mailed to all parties recorded by the City as having received the Bid Specifications by 10:00 a.m. on Wednesday, November 6, 2024. Failure of any bidder to receive any addendum or interpretation shall not relieve the bidder from any obligation under its bid as submitted. All addenda so issued shall become a part of the contract Documents and must be attached to each Proposal.

Questions received by the City less than 72 hours (excluding weekends and holidays) prior to the time and date that bids are due may not be answered. Only answers to such questions issued by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City.

### **EVALUATION OF APPARATUS**

The Aerial Ladder Truck may be evaluated by potential bidders by scheduling an appointment with the Director of Purchasing at 440-526-2622 or [mbartkiewicz@brecksville.oh.us](mailto:mbartkiewicz@brecksville.oh.us).

### **EXCEPTIONS**

Exceptions to the City's specifications must be fully detailed on the enclosed Exception Sheet, and submitted with the Bid Form; if none, bidder shall state such on the Exception Sheet and submit with bid.

### **SIGNATURE OF BIDDERS**

The firm, corporation or individual name of the bidder must be signed by an authorized representative of the bidder or the bidder if an individual. In the case of a corporation, the person signing must be authorized by the corporation to do so, and must indicate his/her title.

In the case of a partnership, at least one of the managing partners must sign, and such person shall indicate that he/she is a member or the firm. In the case of an individual operating under a trade name, such individual shall sign the bid and shall indicate the name under which the business is conducted.

### **BID SECURITY**

Bids must be accompanied by the Bid Guaranty & Contract Bond provided in the Required Documents, or a bid bond, certified check, or cashier's check in an amount equal to ten percent (10%) of the bid payable to the City of Brecksville, as a guarantee that if said bid is accepted, a contract will be entered into and its performance properly secured.

Certified or cashier's checks, bid bonds, or the Bid Guaranty and Contract Bond shall be held as a guarantee that in the event the bid is accepted and a Contract awarded to the bidder, the Contract will be duly executed and its performance properly secured. Should the successful bidder fail or refuse to execute the contract, within ten (10) days after receipt of notification of award, said check/bond and the amount represented thereby, may be used to offset the difference in cost between the total bid of the next bidder entering into a contract for the work. The surety on any bond shall be liable to the City in an amount not to exceed ten percent (10%) of the bid. All bid guarantees shall be conditioned that if the bid is accepted within sixty (60) days of the bid opening, a proper Contract shall be executed. Bonds shall be issued by a corporate surety having a bonding limit exceeding the total amount of this contract and licensed to conduct business in the State of Ohio.

### **BIDDER'S LIST & BID TABULATIONS**

Bidder's lists and bid tabulations for this and other City projects can be found on the City's website, [www.brecksville.oh.us](http://www.brecksville.oh.us). Click on the Purchasing link in the Departments list.

### **COMPETENCY OF BIDDER**

Before a bid is awarded, the City may request that a bidder furnish evidence satisfactory to the City that he has the necessary equipment, ability

and financial resources to fulfill the conditions of the contract and specifications. References for three previous contracts of similar type and scope are to be submitted with bid.

### **RIGHT TO ACCEPT OR REJECT PROPOSAL**

The City will award the bid/proposal to the lowest and best bidder as it shall determine and reserves the right to reject any or all proposals, or portions thereof, to waive any informalities or irregularities in the proposals received and to accept any bid/proposal which is deemed to be in its best interest. In determining the lowest and best bidder, the City will utilize the Proposal and Bid Form. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated that are in conformance with the Contract Documents. The City will also consider the bidder's past performance of similar work for other entities during the past 5 years in determining the lowest and best bid.

### **CONTRACT**

The bidder to whom the Contract may be awarded will be required to execute a written Contract, incorporating the Bid Specifications within five (5) work days from the date of the Notice of Award from the City. In case it shall fail to do so, the bid security accompanying its proposal may thereupon be used to offset the difference in cost between the total bid of the next bidder entering into a contract for the work and for any expense or delay which may be incurred in making another letting for the performance of said work, and to indemnify said City for any loss which it may sustain by failure of the bidder to execute the Contract and furnish bond as aforesaid, and the work may be re-advertised or let to the next higher and best bidder, as the City may determine.

The successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of said

contract or his right, title or interest in or to same or any part thereof without previous consent in writing from the City endorsed on or attached to the contract.

In case of default by the bidder or contractor, the City may procure the services from another source and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

**EQUAL OPPORTUNITY EMPLOYER & PREVAILING WAGE**

By submitting a bid, each bidder is ensuring that the bidder is an Equal Opportunity Employer, and that the bidder's employees and applicants for employment are not discriminated against because of their race, creed, color, sex or national origin. By signing a contract with the City, the successful bidder guarantees compliance with the above provision, and all other applicable state and federal laws regarding public contract work, including prevailing wage laws, and the applicable provisions contained in Section 3517.13 of the Ohio Revised Code. The enclosed Affidavit of Compliance must be completed and submitted with bid.

**SUBCONTRACTORS**

The Contractor shall submit a complete list of Proposed Subcontractors for the project at the time of bid submission. Bid specifications and requirements apply equally to all Subcontractors, including for insurance.

**LIABILITY INSURANCE**

For the duration of time required to complete the Project, the Contractor shall purchase and maintain, at its own expense, insurance coverage as specified below. All insurance required hereunder shall apply to and cover all loss or liability caused by, arising from, or resulting from the work performed or required to be performed, provided or required to be provided, hereunder.

1. Auto Liability Insurance: Auto Liability coverage for Owned, Non-owned and Hired Auto Liability with a limit of not less than \$1,000,000 for the Contractor minimum annual combined single limit, bodily injury and property

damage. Such insurance shall cover and include liability arising from all vehicles owned by, hired by, or used by or on behalf of the Contractor or any of its Subcontractors. The coverage must be endorsed with ISO Form CA 99 48, or a substitute form providing equivalent coverage. The Auto Liability Insurance limit requirement can be satisfied by the purchase and maintenance of any combination of primary, excess and/or umbrella insurance.

2. Workers' Compensation: Workers' Compensation with statutory limits. The Contractor and its Subcontractors shall subscribe to and comply with, throughout all phases of the Project, the Workers' Compensation laws of the State of Ohio and shall pay such premiums as are required hereunder. The Employers Liability insurance requirement may be satisfied by including such coverage within the General Liability policy.

3. General Liability Insurance: Commercial General Liability insurance on an occurrence coverage basis (including without limitation, bodily injury, personal injury and advertising injury, property damage, and broad-form contractual liability arising from or relating to this Contract, coverage as respects independent contractors, operating mobile equipment, products and completed operations, explosion, collapse and underground hazards) of not less than the following amounts:

- (a) Contractor's General Liability (occurrence basis, limits per occurrence and annual aggregate):
  - \$10,000,000 General Aggregate
  - \$10,000,000 Products/Completed Operations Aggregate
  - \$5,000,000 Personal Injury and Advertising Injury
  - \$5,000,000 Bodily Injury and Property Damage Limit - Each Occurrence

The General Liability Insurance limit requirement can be satisfied by the purchase and maintenance of any combination of primary, excess and/or umbrella insurance.

Commercial General Liability and Umbrella/Excess limits of liability (including Products/Completed Operations coverage) shall apply on a per project basis.

All insurance carriers of the successful bidder shall be licensed to do business in the State of Ohio.

The City of Brecksville and all of its Elected Officials, Officers, & Employees shall be listed as an additional insured. Each policy of insurance must contain a provision which provides that the City is to receive at least 30 days written notice prior to the expiration or cancellation of such insurance policy.

### **SECTION 3. DESCRIPTION OF WORK & BID FORM INSTRUCTIONS**

The Project includes the refurbishment and upfitting of a 2002 Sutphen Telescopic Aerial Tower apparatus ("Aerial Ladder Truck") with 27,470 miles on the odometer as of October 21, 2024. Attached to these Bid Specifications document is an original drawing of the Aerial Ladder Truck. The purpose of the Project is to enable the Brecksville Fire Department to continue utilizing the Aerial Ladder Truck by extending the life expectancy through implementation of the detailed specifications below.

All parts, equipment, materials, and installation must meet Original Equipment Manufacturer (OEM) specification or be considered equal, as determined by the City. Any exceptions must be indicated with an 'X' on the compliance line and detailed on the enclosed exception sheet. If there are no exceptions marked, the bid will be considered to be in complete accordance with specifications as written. Please note that when a specification is marked "Comply", bidder is agreeing that what will be supplied meets 100% of what has been specified.

The City will deliver the Aerial Ladder Truck to the successful bidder; completed truck shall be delivered by successful bidder to the City

The City of Brecksville is exempt from Ohio Sales Tax and Federal Excise Tax. All prices shall be exclusive of all such taxes.

The Aerial Ladder Truck shall be certified by the Original Equipment Manufacturer ("OEM") and another third party, and registered for warranty before final delivery.

Warranty must be fully written and submitted with bid. The successful bidder must have a service and parts department capable of supplying warranty service, furnishing repair parts and doing any repair work once vehicle is out of warranty.

Payment will be issued in the following manner, unless otherwise mutually agreed upon by the Contractor and City:

- One third (1/3) of payment to be made following execution of the Agreement.
- One third (1/3) of payment to be made upon completion of at least one half (1/2) of the Project, as approved by the City
- One third (1/3) of payment to be made following delivery of complete refurbished Aerial Ladder Truck, and after inspection and subsequent acceptance by the Brecksville Fire Chief.

## **SCHEDULE 4: REQUIRED DOCUMENTS FOR SUBMISSION**

Submission Checklist  
Proposal and Bid Form  
References  
Exception Sheet  
Delinquent Personal Property Tax Affidavit  
Certificate of Compliance with Ohio Revised Code 3517.13  
Non-Collusion Affidavit  
Certificate for Findings of Recovery  
Bid Guaranty and Contract Bond  
List of Subcontractors



### SUBMISSION CHECKLIST

**Firm Submitting Bid:**

NAME: Sutphen Corporation  
ADDRESS: 6450 Eiterman Rd Dublin, OH 43016  
TELEPHONE: (614) 889-1005  
Signature and Title of Submitter: Andy Hunk Board of Directors  
State of Incorporation: Ohio  
Date of Submission: 11/5/24

**Required Submissions Checklist:**

- Submission Checklist
- Proposal and Bid Form
- References
- Exception Sheet
- Delinquent Personal Property Tax Affidavit
- Certificate of Compliance with Ohio Revised Code 3517.13
- Non-Collusion Affidavit
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**PHILADELPHIA  
INSURANCE COMPANIES**

A Member of the Tokio Marine Group

**BID BOND**

Bond Number: 5236

KNOW ALL MEN BY THESE PRESENTS, that  
we SUTPHEN CORPORATION  
6450 Eiterman Rd, Dublin, OH 43016

, as principal (the "Principal"),

and PHILADELPHIA INDEMNITY INSURANCE COMPANY,  
as surety (the "Surety"), are held and  
firmly bound unto

, as obligee (the "Obligee")

CITY OF BRECKSVILLE  
9069 Brecksville Road, Brecksville, OH 44141

in the penal sum of

Ten Percent of Amount Bid Dollars (\$ 10 % of Amount Bid).

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: ONE SUTPHEN CUSTOM AERIAL LADDER REFURBISHMENT

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect. In no event shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above, within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one (1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

DATED as of this 31st day of October 2024.

WITNESS/ ATTEST:

SUTPHEN CORPORATION  
(Principal)

By: (Seal)  
Name: Greg Malloh  
Title: CFO

Philadelphia Indemnity Insurance Company  
(Surety)

By: (Seal)  
Babette Ward, Attorney-In-Fact



PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Joanne C. Wagner, Patricia A. Rambo, Sara Owens, Wayne G. McVaugh, Cathy H. Ho, Lori S. Shelton, Babette Ward, Dana Donahue, Annmarie Breen, Kimberly G. Sherrod, Patricia Dorsaneo and Patrick Breene of Aon Financial Services Group its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

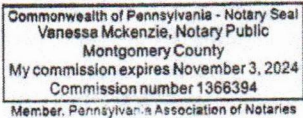


(Seal)

John Glomb, President & CEO  
Philadelphia Indemnity Insurance Company

On this 5<sup>th</sup> day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Bala Cynwyd, PA

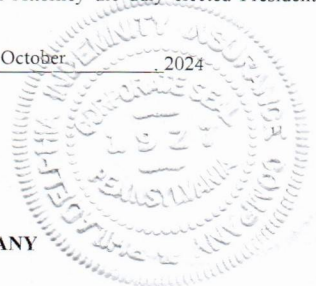
My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5<sup>th</sup> day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 31<sup>st</sup> day of October, 2024.

Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/31/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Graham Company, a Marsh & McLennan Agency, LLC company One Penn Square West Philadelphia PA 19102	<b>CONTACT NAME:</b> Rich Ogle <b>PHONE (A/C, No, Ext):</b> 215-567-6300 <b>E-MAIL ADDRESS:</b> ogle_unit@grahamco.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> The Sutphen Corporation 6450 Eiterman Road Dublin, OH 43016	<b>INSURER A :</b> Travelers P&C Co of America <b>NAIC #</b> 25674	
	<b>INSURER B :</b> The Cincinnati Insurance Company <b>10677</b>	
	<b>INSURER C :</b> Travelers Indemnity Company <b>25658</b>	
	<b>INSURER D :</b> Markel American Insurance Company <b>28932</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 1844330641      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

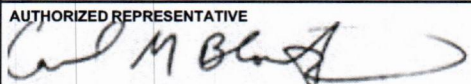
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		EPP0705685	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		810-5073A295-24-14	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Garagekeepers Limit \$ 1,000,000
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$	Y		EPP0705685	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-8R526962-24-14-G	2/1/2024	2/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Excess Liability			MKLM1EUE100884	2/1/2024	2/1/2025	\$5M Excess of \$5M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Limits shown may be lower than the total limits provided.  
 RE: Brecksville Fire Department Aerial Ladder Truck Refurbishment Project

The City of Brecksville and all of its Elected Officials, Officers, & Employees are additional insureds on the above General Liability, Auto Liability, Umbrella Liability, and Excess Liability Policies if required by written contract.

Should any of the above described policies be cancelled before the expiration date thereof, Graham Company, a Marsh & McLennan Agency, LLC company will endeavor to mail 30 days written notice to the certificate holder, but failure to do so shall impose no obligation or liability of any kind upon Graham Company, a Marsh & McLennan Agency, LLC company, its agents or representatives.

<b>CERTIFICATE HOLDER</b>  CITY OF BRECKSVILLE 9069 BRECKSVILLE ROAD BRECKSVILLE OH 44141	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## **SECTION 1. INVITATION TO BID - LEGAL NOTICE**

Sealed bids will be received by the Director of Purchasing of the City of Brecksville, in the Purchasing Office, Brecksville City Hall, 9069 Brecksville Road, Brecksville, Ohio 44141, until 10:00 a.m. on November 8, 2024, for the Brecksville Fire Department Aerial Ladder Truck Refurbishment Project.

Bid Specifications can be obtained at no charge at the office of the Director of Purchasing, Brecksville City Hall, 9069 Brecksville Road, 44141, or via email by contacting Monica Bartkiewicz at [mbartkiewicz@brecksville.oh.us](mailto:mbartkiewicz@brecksville.oh.us) or 440-526-2622. Bid proposals will ONLY be opened from bidders who have obtained specifications directly from the City of Brecksville Purchasing Office.

Bids must be accompanied by the Bid Guaranty & Contract Bond provided in the bid specification book, or a Bid Bond, certified check or cashier's check, in an amount equal to 10% of the bid, payable to the City of Brecksville, as a guarantee that if said bid is accepted, a contract will be entered into and its performance properly secured.

The City of Brecksville reserves the right to reject any and all bids, to waive any informalities or irregularities in the bids received and to accept any bids which it deems most favorable and to disregard all nonconforming, incomplete, or conditional bids or counter proposals; and to conduct investigations to assist in the evaluation of any bid so as to establish qualifications, responsibility, and financial ability of the contractor or sub-contractor to complete the work in accordance with the contract documents to the City's satisfaction within the prescribed time.

***Published in the Sun News on October 24 and 31, 2024***



## SECTION 2. INSTRUCTIONS TO BIDDERS

### **ADVERTISEMENT & BID OPENING**

Sealed bids will be received by the Director of Purchasing of the City of Brecksville ("City") in the Purchasing Department office at 9069 Brecksville Road, Brecksville, Ohio, 44141, until 10:00 a.m. on November 8, 2024, for the Brecksville Fire Department Aerial Ladder Truck Refurbishment Project ("Project"). Bids will be opened and read immediately thereafter. Late bids will not be considered, and shall be returned to the vendor unopened. At the time bids are opened, they shall be considered final in form and content.

### **BIDDING DOCUMENTS**

Proposals shall be submitted in **sealed envelopes** with the name of the project and the full name and address of the party or parties submitting the bid and all persons interested herein clearly marked on the outside of the envelope. Faxed proposals will NOT be accepted. Bids shall be in conformity with the Ohio Revised Code and must be submitted on the prescribed forms in these Specifications. All blank spaces must be filled in by typewriter or ink. Each bidder must submit evidence of their experience on projects of similar size and complexity. Bid Proposals will ONLY be opened from entities that have obtained plans and specifications directly from City of Brecksville Purchasing Office.

### **The following documents must be submitted with the bid:**

- Submission Checklist
- Proposal and Bid Form
- References
- Exception Sheet
- Delinquent Personal Property Tax Affidavit
- Certificate of Compliance with ORC 3517.13
- Non-Collusion Affidavit
- Certificate for Findings of Recovery
- Bid Guaranty and Contract Bond
- List of Subcontractors

### **ADDENDA AND INTERPRETATIONS**

All questions about the meaning or intent of the Contract Documents are to be directed to the Director of Purchasing, before 4:00 p.m. on

Tuesday, November 5, 2024. All questions are to be submitted via email at [mbartkiewicz@brecksville.oh.us](mailto:mbartkiewicz@brecksville.oh.us). Additions, deletions, or revisions considered necessary by the City and/or in response to such questions will be issued by Addenda and e-mailed to all parties recorded by the City as having received the Bid Specifications by 10:00 a.m. on Wednesday, November 6, 2024. Failure of any bidder to receive any addendum or interpretation shall not relieve the bidder from any obligation under its bid as submitted. All addenda so issued shall become a part of the contract Documents and must be attached to each Proposal.

Questions received by the City less than 72 hours (excluding weekends and holidays) prior to the time and date that bids are due may not be answered. Only answers to such questions issued by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City.

### **EVALUATION OF APPARATUS**

The Aerial Ladder Truck may be evaluated by potential bidders by scheduling an appointment with the Director of Purchasing at 440-526-2622 or [mbartkiewicz@brecksville.oh.us](mailto:mbartkiewicz@brecksville.oh.us).

### **EXCEPTIONS**

Exceptions to the City's specifications must be fully detailed on the enclosed Exception Sheet, and submitted with the Bid Form; if none, bidder shall state such on the Exception Sheet and submit with bid.

### **SIGNATURE OF BIDDERS**

The firm, corporation or individual name of the bidder must be signed by an authorized representative of the bidder or the bidder if an individual. In the case of a corporation, the person signing must be authorized by the corporation to do so, and must indicate his/her title.



In the case of a partnership, at least one of the managing partners must sign, and such person shall indicate that he/she is a member or the firm. In the case of an individual operating under a trade name, such individual shall sign the bid and shall indicate the name under which the business is conducted.

**BID SECURITY** ✓

Bids must be accompanied by the Bid Guaranty & Contract Bond provided in the Required Documents, or a bid bond, certified check, or cashier's check in an amount equal to ten percent (10%) of the bid payable to the City of Brecksville, as a guarantee that if said bid is accepted, a contract will be entered into and its performance properly secured.

Certified or cashier's checks, bid bonds, or the Bid Guaranty and Contract Bond shall be held as a guarantee that in the event the bid is accepted and a Contract awarded to the bidder, the Contract will be duly executed and its performance properly secured. Should the successful bidder fail or refuse to execute the contract, within ten (10) days after receipt of notification of award, said check/bond and the amount represented thereby, may be used to offset the difference in cost between the total bid of the next bidder entering into a contract for the work. The surety on any bond shall be liable to the City in an amount not to exceed ten percent (10%) of the bid. All bid guarantees shall be conditioned that if the bid is accepted within sixty (60) days of the bid opening, a proper Contract shall be executed. Bonds shall be issued by a corporate surety having a bonding limit exceeding the total amount of this contract and licensed to conduct business in the State of Ohio.

**BIDDER'S LIST & BID TABULATIONS**

Bidder's lists and bid tabulations for this and other City projects can be found on the City's website, [www.brecksville.oh.us](http://www.brecksville.oh.us). Click on the Purchasing link in the Departments list.

**COMPETENCY OF BIDDER**

Before a bid is awarded, the City may request that a bidder furnish evidence satisfactory to the City that he has the necessary equipment, ability

and financial resources to fulfill the conditions of the contract and specifications. References for three previous contracts of similar type and scope are to be submitted with bid.

**RIGHT TO ACCEPT OR REJECT PROPOSAL**

The City will award the bid/proposal to the lowest and best bidder as it shall determine and reserves the right to reject any or all proposals, or portions thereof, to waive any informalities or irregularities in the proposals received and to accept any bid/proposal which is deemed to be in its best interest. In determining the lowest and best bidder, the City will utilize the Proposal and Bid Form. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated that are in conformance with the Contract Documents. The City will also consider the bidder's past performance of similar work for other entities during the past 5 years in determining the lowest and best bid.

**CONTRACT**

The bidder to whom the Contract may be awarded will be required to execute a written Contract, incorporating the Bid Specifications within five (5) work days from the date of the Notice of Award from the City. In case it shall fail to do so, the bid security accompanying its proposal may thereupon be used to offset the difference in cost between the total bid of the next bidder entering into a contract for the work and for any expense or delay which may be incurred in making another letting for the performance of said work, and to indemnify said City for any loss which it may sustain by failure of the bidder to execute the Contract and furnish bond as aforesaid, and the work may be re-advertised or let to the next higher and best bidder, as the City may determine.

The successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of said



contract or his right, title or interest in or to same or any part thereof without previous consent in writing from the City endorsed on or attached to the contract.

In case of default by the bidder or contractor, the City may procure the services from another source and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

**EQUAL OPPORTUNITY EMPLOYER & PREVAILING WAGE**

By submitting a bid, each bidder is ensuring that the bidder is an Equal Opportunity Employer, and that the bidder's employees and applicants for employment are not discriminated against because of their race, creed, color, sex or national origin. By signing a contract with the City, the successful bidder guarantees compliance with the above provision, and all other applicable state and federal laws regarding public contract work, including prevailing wage laws, and the applicable provisions contained in Section 3517.13 of the Ohio Revised Code. The enclosed Affidavit of Compliance must be completed and submitted with bid.

**SUBCONTRACTORS**

The Contractor shall submit a complete list of Proposed Subcontractors for the project at the time of bid submission. Bid specifications and requirements apply equally to all Subcontractors, including for insurance.

**LIABILITY INSURANCE**

For the duration of time required to complete the Project, the Contractor shall purchase and maintain, at its own expense, insurance coverage as specified below. All insurance required hereunder shall apply to and cover all loss or liability caused by, arising from, or resulting from the work performed or required to be performed, provided or required to be provided, hereunder.

1. Auto Liability Insurance: Auto Liability coverage for Owned, Non-owned and Hired Auto Liability with a limit of not less than \$1,000,000 for the Contractor minimum annual combined single limit, bodily injury and property

damage. Such insurance shall cover and include liability arising from all vehicles owned by, hired by, or used by or on behalf of the Contractor or any of its Subcontractors. The coverage must be endorsed with ISO Form CA 99 48, or a substitute form providing equivalent coverage. The Auto Liability Insurance limit requirement can be satisfied by the purchase and maintenance of any combination of primary, excess and/or umbrella insurance.

2. Workers' Compensation: Workers' Compensation with statutory limits. The Contractor and its Subcontractors shall subscribe to and comply with, throughout all phases of the Project, the Workers' Compensation laws of the State of Ohio and shall pay such premiums as are required hereunder. The Employers Liability insurance requirement may be satisfied by including such coverage within the General Liability policy.

3. General Liability Insurance: Commercial General Liability insurance on an occurrence coverage basis (including without limitation, bodily injury, personal injury and advertising injury, property damage, and broad-form contractual liability arising from or relating to this Contract, coverage as respects independent contractors, operating mobile equipment, products and completed operations, explosion, collapse and underground hazards) of not less than the following amounts:

- (a) Contractor's General Liability (occurrence basis, limits per occurrence and annual aggregate):
- \$10,000,000 General Aggregate
- \$10,000,000 Products/Completed Operations Aggregate
- \$5,000,000 Personal Injury and Advertising Injury
- \$5,000,000 Bodily Injury and Property Damage Limit - Each Occurrence

The General Liability Insurance limit requirement can be satisfied by the purchase and maintenance of any combination of primary, excess and/or umbrella insurance.

Commercial General Liability and Umbrella/Excess limits of liability (including Products/Completed Operations coverage) shall apply on a per project basis.



All insurance carriers of the successful bidder shall be licensed to do business in the State of Ohio.

The City of Brecksville and all of its Elected Officials, Officers, & Employees shall be listed as an additional insured. Each policy of insurance must contain a provision which provides that the City is to receive at least 30 days written notice prior to the expiration or cancellation of such insurance policy.



### **SECTION 3. DESCRIPTION OF WORK & BID FORM INSTRUCTIONS**

The Project includes the refurbishment and upfitting of a 2002 Sutphen Telescopic Aerial Tower apparatus ("Aerial Ladder Truck") with 27,470 miles on the odometer as of October 21, 2024. Attached to these Bid Specifications document is an original drawing of the Aerial Ladder Truck. The purpose of the Project is to enable the Brecksville Fire Department to continue utilizing the Aerial Ladder Truck by extending the life expectancy through implementation of the detailed specifications below.

All parts, equipment, materials, and installation must meet Original Equipment Manufacturer (OEM) specification or be considered equal, as determined by the City. Any exceptions must be indicated with an 'X' on the compliance line and detailed on the enclosed exception sheet. If there are no exceptions marked, the bid will be considered to be in complete accordance with specifications as written. Please note that when a specification is marked "Comply", bidder is agreeing that what will be supplied meets 100% of what has been specified.

The City will deliver the Aerial Ladder Truck to the successful bidder; completed truck shall be delivered by successful bidder to the City

The City of Brecksville is exempt from Ohio Sales Tax and Federal Excise Tax. All prices shall be exclusive of all such taxes.

The Aerial Ladder Truck shall be certified by the Original Equipment Manufacturer ("OEM") and another third party, and registered for warranty before final delivery.

Warranty must be fully written and submitted with bid. The successful bidder must have a service and parts department capable of supplying warranty service, furnishing repair parts and doing any repair work once vehicle is out of warranty.

Payment will be issued in the following manner, unless otherwise mutually agreed upon by the Contractor and City:

- One third (1/3) of payment to be made following execution of the Agreement.
- One third (1/3) of payment to be made upon completion of at least one half (1/2) of the Project, as approved by the City
- One third (1/3) of payment to be made following delivery of complete refurbished Aerial Ladder Truck, and after inspection and subsequent acceptance by the Brecksville Fire Chief.



### DETAILED SPECIFICATIONS & BID FORM

<i>Labor</i>			
ITEM	COMPLY (Yes/No)	EXCEPTION	PRICE
1. Removal of lights, handles, windows, mirrors, and rubrail from cab and body exterior. Removal of off weather strip from doors	Yes		Included
2. Welding of holes caused by current fixtures and drilling of holes for new fixtures	Yes		↓
3. Installation of window trim with rubber window seals	Yes		
4. Removal of mid-cab windows for powder coat and subsequent reinstallation with new seal and lock strips	Yes		
5. Reinstallation of front windshields with new seal and lock strips	Yes		
6. Installation of new weather strips for apparatus doors	Yes		
7. Removal of electric primer motor from frame and removal of hose and fitting on pump. Removal of primer button from pump panel and elimination/capping of wiring for primer. Installation of new air primer button in same location and installation of air primer on pump and plumbing of air lines	Yes		
8. Removal of breather air hose from bucket to yoke and installation of new filter with manifold and gauge, plumbing of new air hose interior and exterior bucket.	Yes		
9. Installation of new gate valve and wipers	Yes		
10. Replacement of pump packing	Yes		
11. Replacement of master gauge	Yes		
12. Removal and installation of new micro switch	Yes		



13. Rebuilding of all valves and leak inspection	Yes		Included
14. Servicing of A/C	Yes		↓
15. PM service on generator	Yes		
16. Installation of marker lights and wire, complete testing	Yes		
17. Reproduction of slide block based upon original slide block	Yes		
18. Installation of seats, carpet interior, headliner. Wiring and installation of interior and exterior lights. Reassemble body parts following completion of painting.	Yes		
<b>Equipment, Parts &amp; Materials</b>			
<b>ITEM</b>	<b>COMPLY (Yes/No)</b>	<b>EXCEPTION</b>	<b>PRICE</b>
19. PAINT PRODUCTION UNIT - (GRAY - 890957 EW) OVER (RED - 51078 EW) REFERENCED HS-6304	Yes		Included
20. MIRROR LH Heat/Remote Dr Mt 90% Holder Chrome Head SST Mount	Yes		↓
21. MIRROR RH Heat/Remote Dr Mt 90% Holder Chrome Head SST Mount	Yes		
22. TRIM Door Window Black LH Front/Rh Rear	Yes		
23. TRIM Door Window Black RH front LH Rear	Yes		
24. WIPER Window Rubber 1"x36"	Yes		
25. Powder coat for mid-cab window frames	Yes		
26. SEAL Window Extruded Rubber	Yes		
27. KEY Window Rubber Locking	Yes		



28. SEAL Pound On Bubble Rubber	Yes		Included
29. DOOR RUBBER "D" shape w/psa .625" X .400"	Yes		↓
30. RUBBER Neoprene Bubble Adhesive	Yes		
31. SEAL Door W/Adhesive Sut Cab	Yes		
32. RUBBER Door Seal By Hinge .825 X .760 DIAMETER	Yes		
33. SEAL Door Jam Wedge W/PSA	Yes		
34. DRAIN 3/4" automatic at the bucket	Yes		
35. AIR PRIMER, MANUAL, "H" MOUNT, 3 BARREL	Yes		
36. FILTER breathing air FOR POASUTPHEN	Yes		
37. FTG female quick discnct 1/4" MPT POASUTPHEN	Yes		
38. ASSY Filter For Poasutphen	Yes		
39. INDICATOR, Air Restriction, For Poasutphen	Yes		
40. VALVE RELIEF 125PSI FOR POASUTPHEN	Yes		
41. PVC AIR BREATHING HOSE 3/8" NON-TOXIC	Yes		
42. FILTER RECEIVER DRIER FOR CONDENSOR 942082-S	Yes		
43. BLADE, WIPER - (part of SF003 kit)	Yes		
44. 2.5" PYROLITE GATE VALVE	Yes		
45. ZM PACKING KIT, 1000-1500 GPM	Yes		↓



46. KIT, STRAP, FOR 1710/1810	Yes		Included
47. DRAIN 3/4" automatic	Yes		↓
48. GAUGE Pressure Master 4.5" 0-400 w/ Logo	Yes		
49. LETTERING & STRIPING	Yes		
50. MICRO SWITCH	Yes		
51. UPDATE KIT 2.5" VALVE	Yes		
52. UPDATE KIT 2.0" VALVE	Yes		
53. MARKER LIGHT LED Aerodynamic	Yes		
54. UHMW blk psa uv 3" x 1/16" AV1126 ADHESIVE	Yes		
55. UHMW blk psa uv 6" x 1/16" AV1126 ADHESIVE	Yes		
56. GRABRAIL SST Knurled 28" C/L	Yes		
57. GASKET, CAB EXTERIOR S.S. GRAB HANDLE	Yes		
58. LIGHT Interior 6" Round LED Red/Clear	Yes		
59. LOUVER Round 4" Sonora Fixed	Yes		
60. LIGHT WATER RESISTANT FLEXIBLE LED WHITE 45" SINGLE WIRE IN ALL COMPARTMENTS	Yes		
61. FLOOR MAT Rear 62" Cab Black	Yes		
62. LIGHT, SOBRITE FLOOD, 7K LUMENS, CD-BS-2 MOUNT, 12V.	Yes		
63. Whelen Lightbar Installed	Yes		↓



64. FLANGE Light Whelen 600 E Series Light	Yes		Included
65. TURN SIGNAL LED Steady Break Amber	Yes		↓
66. LIGHT, ROTA-BEAM, FLUSH MOUNT, WHITE LED W/CLEAR LENS	Yes		
67. TRIM RING CHROME FOR 4E & 43	Yes		
68. LED BACK UP LIGHT MAXIMUM INTENSITY 604BU	Yes		
69. LED TURN ARROW W/O FLG. AMBER 604T	Yes		
70. PLASTIC QUAD-CLUSTER HOUSING CHROME	Yes		
71. LGT 360 SUPER LED RED WITH RED LENS	Yes		
72. LIGHT Super LED W/Flasher Red With Red Lens W/O Flange	Yes		
73. SPECTRA LIGHT, LED, 240V W/ON-OFF SW ON TURNTABLE & IN BUCKET	Yes		
74. GRILL Low Flow Slip Over Q2B	Yes		
75. NAMEPLATE Sutphen Logo Sm 7.875" x 3.5" w/psa	Yes		
76. BATTERY CABLE, Q2B GROUND	Yes		
77. BATTERY CABLE, Q2B POWER	Yes		
78. Q2B SOLENOID MOUNTING BRACKET	Yes		
79. SIREN Flush Mount C/P	Yes		
80. MOTOR, Q2B siren	Yes		
81. SWITCHFOOT, COMPACT, PRE WIRED	Yes		↓



82. LIGHT, LED MARKER, RED	Yes		Included
83. LIGHT Led Marker Amber Model 21	Yes		↓
84. SEAT SIERRA FX FIX BACK-GREY W/SUTPHEN LOGO	Yes		
85. SUSPENSION Air Base With Cover Air-100 Heavy Duty	Yes		
86. SEAT SCBA TANKER 450 GREY SUTPHEN LOGO ON HEADREST	Yes		
87. SEAT TANKER 400CT FLIP-UP GREY SUTPHEN LOGO ON HEADREST	Yes		
88. HEADLIGHT KIT, LED HIVIZ(4 headlights) 2 HI/LO, 2 HI BEAM	Yes		
89. LIGHT BRITAX Outline Marker Led Universal	Yes		
90. Mounting and hardware for cabinets and Fire Department Equipment, <b>including labor</b>	Yes		

*Hose & Intake Valves*

ITEM	COMPLY (Yes/No)	EXCEPTION	PRICE
91. 1000 feet of 5inch LDH, 100 foot sections with storz fittings, yellow	Yes		Included
92. 200 feet of 1 3/4, 50 foot sections hose, blue	Yes		↓
93. 200 feet of 1 3/4, 50-foot sections hose, yellow	Yes		
94. 200 feet of 2 1/2, 50 foot sections hose, orange	Yes		
95. 350 feet of 1 3/4, 50 foot sections hose, orange	Yes		
96. 400 feet of 3 inch, 50 foot sections, white	Yes		
97. 2 TFT Master Intakes with 5 inch Storz fittings	Yes		



98. 1 TFT Discharge with 5 inch Storz fitting	Yes		Included
<b>Miscellaneous</b>			
ITEM	COMPLY (Yes/No)	EXCEPTION	PRICE
99. Alignment, DOT inspection, Torque	Yes		Included
100. Final Detail for Delivery	Yes		↓
101. MISC. SUPPLIES	Yes		
102. AERIAL LADDER INSPECTION – From OEM and third party	Yes		
103. One (1) Year Service Contract from OEM certified technician	Yes		

**BID FORM**

TOTAL AMOUNT OF BID:

\$ 339,500.00

# OF DAYS FROM DATE OF ORDER TO DELIVERY:

750 days

DISTANCE IN MILES FROM CITY OF BRECKSVILLE TO BIDDER'S INSTALLATION AND SERVICE FACILITY:

155 miles

EXCEPTIONS TO SPECIFICATIONS:

YES, SEE ATTACHED

NO

WARRANTY INFORMATION:

1 year Parts & Labor

Please attached additional pages, if required.





### REFERENCES

List references for similar contract work completed during the last three years. Include name and phone number of a contact person for each reference listed.

1. Company or Municipality Name City of King  
Address 302 W. King St.  
Contact Name Steve Roberson  
Phone (336) 983-3030 Email N/A  
Contract Date 9/29/20
  
2. Company or Municipality Name Village of Mt Gilead  
Address 1 Municipal Dr Mt Gilead, OH 43338  
Contact Name Mark Carey  
Phone (419) 260-7024 Email mcarey@fgfd.net  
Contract Date 7/20/22
  
3. Company or Municipality Name City of Escondido  
Address 201 N. Broadway Escondido, CA 92025  
Contact Name Jeremiah Jennings  
Phone (760) 839-4364 Email N/A  
Contract Date 3/7/19

NAME OF BIDDER Sutphen Corporation



### EXCEPTION SHEET

List here any and all exceptions to specifications upon which your bid is based. If there are no exceptions listed here, your bid will be considered to be in complete accordance with specifications.

No Exceptions

NAME OF BIDDER Sutphen Corporation

### CITY OF BRECKSVILLE BIDDER'S AFFIDAVIT PERSONAL PROPERTY TAX DELINQUENCY

RE: City of Brecksville

Bid: Brecksville Fire Department Aerial Ladder Truck Refurbishment Project  
Personal Property Tax Certification  
Required by Ohio Revised Code  
Section 5719.042

City of Brecksville  
9069 Brecksville Road  
Brecksville, OH 44141

Dear Sir:

Sutphen Corporation  
Company Name

Drew Sutphen  
President/Owner  
Drew Sutphen, President

(A) The above hereby certifies that the party to whom contract award is being considered was not charged with any delinquent personal property tax on the general tax list of personal property for any county in the State of Ohio at the time the bid was submitted for the above referenced contract.

OR

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
President/Owner

(B) The above hereby certifies that the party to whom contract award is being considered has been charged with a delinquency regarding personal property tax on the general tax list of personal property for any county in the State of Ohio at the time of bid opening for the above referenced contract. The amount of the due and unpaid delinquent taxes, including any due and unpaid penalties and interest thereon, is \$\_\_\_\_\_. It is understood that the Treasurer is required to transmit this statement to the County Treasurer.

It is understood that, by law, this statement is to be signed by the party whose bid has been tentatively accepted, and must be affirmed under oath. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted to the Cuyahoga County Fiscal Officer within thirty days of the date it is submitted. The statement must be incorporated into the contract before any payment can be made under the subject contract.

Drew Sutphen SWORN TO before me and subscribed in my  
presence this 31<sup>st</sup> day of October, 2021

[Signature]

Notary Public



SHARON S JURAS  
Notary Public  
State of Ohio  
My Comm. Expires  
May 19, 2026



### CERTIFICATE OF COMPLIANCE

By signing this certificate, I certify that I/my company is in full compliance with the political contributions limitations established in Ohio Revised Code 3517.13, and is therefore eligible to receive a contract from the City of Brecksville.

Ohio Revised Code 3517.13 states in part that no political subdivision shall award any contract for the purchase of goods or services with a cost aggregating more than ten thousand dollars in a calendar year, to any individual, partnership or other unincorporated business, if any member of the firm, their spouse and/or certain other individuals has made, within the previous twenty-four months, one or more contributions totaling in excess of one thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee, or one or more contributions totaling in excess of two thousand dollars for the business. Bidders are responsible for understanding the code, how it pertains to their business and whether they comply. The complete Code can be found at <http://codes.ohio.gov/orc/3517.13>.

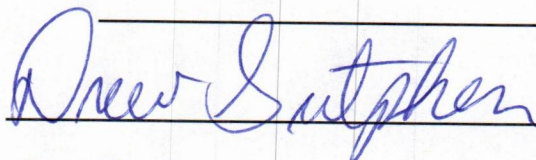
Brecksville's elected officials are: Mayor Daryl J. Kingston, Council President Dominic Caruso, Council Vice President Beth Savage, Councilmembers Ann Koepke, Brian Stucky, Mark Jantzen, Dan Bender, and AJ Ganim

COMPANY NAME Sutphen Corporation

ADDRESS 6450 Eiterman Rd.

Dublin, Oh 43016

AUTHORIZED SIGNATURE



PRINTED NAME

Drew Sutphen

EMAIL ADDRESS

Drew @sutphencorp.com

DATE SIGNED

\_\_\_\_\_

.....

### DESCRIPTION OF WORK TO BE PERFORMED

Brecksville Fire Department Aerial Ladder Truck Refurbishment Project



**NON-COLLUSION AFFIDAVIT OF  
PRIME BIDDER**

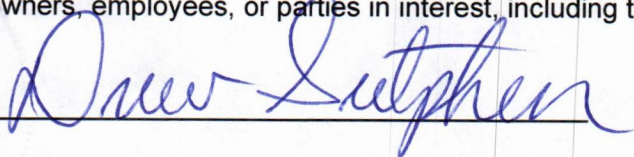
State of Ohio )  
 )ss  
County of Franklin )

Drew Sutphen, being first duly sworn, deposes and says that:

He/She is President of Sutphen Corporation, the bidder that has submitted the attached bid;

He is fully informed respecting the preparation and contents of the attached bid and all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid; either the said bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed directly or indirectly with any other bidder, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted, or to refrain from bidding in connection with such contract, or has in any manner directly or indirectly sought by agreement, collusion, communication, or conference with any other bidder, firm, or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit, or cost element of bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Brecksville, Ohio, or any person interested in the proposed contract; and the price or prices quoted in the attached bid are fair, proper, and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agent's representatives, owners, employees, or parties in interest, including this affiant.

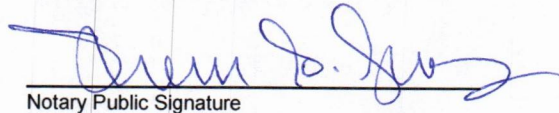
Signed: 

Title: President

Subscribed and sworn to before me this 31<sup>st</sup> day of October, 2024.



SHARON S JURAS  
Notary Public  
State of Ohio  
My Comm. Expires  
May 19, 2026

  
Notary Public Signature

My Commission expires 5/19/2026

### FINDINGS FOR RECOVERY CERTIFICATION

I am aware that Ohio law, under certain circumstances, prohibits a political subdivision from awarding a contract for goods, services or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved.

I hereby certify that an unresolved finding for recovery has not been issued against:

Sutphen Corporation

(Company Name)

Signature: Drew Sutphen

Printed Name: Drew Sutphen

Title: President

Date: 10/31/24









**Office of Auditor of State**  
88 East Broad Street  
Post Office Box 1140  
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514  
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,  
Organization: **Sutphen**  
Date: **11/12/2024 3:38:33 PM**

This search produced the following list of **1** possible matches:

Name/Organization	Address
Sutter, Teresa	County Road 41

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

## DEBARRED CONTRACTORS

There are currently no debarred contractors.

For questions, please contact the Department of Commerce, Bureau of Wage & Hour.