



**FAMILY OWNED
SINCE 1890**

To The:

City of Columbus, Ohio
Purchasing Office
77 North Front Street; Room 523
Columbus, OH 43215

Date: May 16, 2022

FOR YOUR REVIEW:

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

Reference Ohio State Term Schedule – Contract No. 800814

**One (1) or More Monarch Custom Pumpers equipped Complete and Delivered For The Total
Sum of:.....\$824,098.00**

A Second unit can be purchased for the total sum of:.....\$821,598.00

**Total Selling Price for two (2) units with Equipment Package and Communications Package as
requested.....\$1,645,696.00**

The truck will be manufactured completely in accordance to the following proposal and delivered approximately **21-23 months** after approval of contract, subject to delays from all causes beyond our control. Unless accepted by July 5, 2022, from this date, the right is reserved to withdraw this proposal.

Respectfully submitted by:

Harry B. Sutphen
Sutphen Corporation



STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

S & L GOVERNMENT PRICING SCHEDULE

SCHEDULE NUMBER: 800814

EFFECTIVE DATES: 09/01/2019 TO 08/31/2022

The Department of Administrative Services has completed the evaluation and analysis of the State Term Schedule (STS) offering submitted by the Contractor as listed herein. The Contractor listed herein has been determined to provide competitive, economical and reasonable pricing for the items contained in their offer. The respective offer, including the Standard Contract Terms & Conditions, any proposal amendment, special contract terms & conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this State Term Schedule.

This State Term Schedule is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Schedule is renewed, terminated, or cancelled in accordance with the Standard Contract Terms and Conditions.

This State Term Schedule is available to all state agencies, state institutions of higher education and political subdivisions properly registered as members of the Cooperative Purchasing Program of the Department of Administration Services, as applicable.

Agencies are eligible to make purchases of the supplies and/or services in any amount and at any time as determined by the agency (see maximum order limit). The State makes no representation or guarantee that agencies will purchase the supplies and/or services approved in the State Term Schedule.

State agencies may make purchases under this State Term Schedule up to \$2500.00 using the state of Ohio payment card. Any purchases that exceed \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

This State Term Schedule and any Amendments thereto are available from the DAS website at the following address:
<http://procure.ohio.gov>.

Sutphen Corporation

STATE TERM SCHEDULE

Index No. STS618

Eff. Date 09/01/2019

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

CONTRACTOR, PRICES, TERM SCHEDULE, ETC.

Send Purchase Orders To:

Remit To:

OAKS Contract ID:

0000042002

Sutphen Corporation
PO Box 158

800814

Amlin, OH 43002

Contractor Contacts:

Mr. Zach Rudy

Telephone: (614) 889-1005

Fax: (614) 889-0874

Email: Zach.Rudy@SutphenCorp.com

Delivery:

See Notes Section

Terms:

Net 30 Days

Basic Order Limitations (Agencies should contact Procurement Services when they expect to exceed the Maximum Order Limitation.)

Minimum: \$15.00

Maximum: 2 Units

APPROVED PRODUCTS/SERVICES: Only those vendors, products, or services as listed in the price pages, approved by the Office of Procurement Services, may be purchased from this State Term Schedule. Any vendors, prices, terms, conditions, products or services not listed in the approve price sheets are outside the scope of this schedule.

MANDATORY USE CONTRACTS: All General Distribution Contracts (GDC), Limited Distribution Contracts (LDC), Multiple Award Contracts (MAC), and Request for Proposals (RFP) take precedence over this State Term Schedule (STS). This STS is only for governmental entities without a mandatory use contract.

EXCLUDED ITEMS: (State Agencies Only) in accordance with the Ohio Revised Code Section 5147.07, 125.60, through 125.6012, 5119.16 and 3304.28 through 3304.33 state agencies are required to purchase through Ohio Penal Industries (OPI); Community Rehabilitation Programs (CRP); Department of Mental Health and Addiction Services and Pharmacy Services (MHAS); and Opportunities for Ohioans with Disabilities (OOD). State agencies must obtain a waiver from OPI, CRP, DMHAS, Pharmacy Services, and/or OOD to procure from this schedule.

SPECIAL NOTE: The state of Ohio including but not limited to its agencies, boards, commissions, departments, state universities, state vocational schools, state community colleges of Ohio, and any entity authorized by law to use this State Term Schedule (STS) is not obligated to procure any products or services from this STS. This STS shall not be construed to prevent the state from purchasing products or services using other procurement methods as authorized by law.

NOTICE TO CONTRACTOR / VENDOR: It is the responsibility of the contractor's contact to maintain this State Term Schedule with current information. All updates i.e., telephone numbers, contact names, email addresses, tax identification number, prices, and catalogs etc., are required to be processed through the formal amendment authorization process which is initiated by way of a written request from the contractor's contact.

UNSPSC CODES (OAKS Category ID) and Item Descriptions:

All purchase orders placed against this contract shall use the following UNSPSC Codes when completing requisitions.

25101700 - Safety and rescue vehicles

Fire Trucks and Related Equipment

NOTES:

Delivery Lead Times:

300 - 365 Days A.R.O. - F.O.B. Destination: SA75 Aerial Ladder; SL75 Aerial Ladder; SLR75 Aerial Ladder, Rear Mount; SL100 Aerial Ladder; SP70 Aerial Platform

365 - 430 Days A.R.O. - F.O.B. Destination - Custom Pumper (Program 1 and 2), SP95 Aerial Platform, SP100 Aerial Platform, SPH100 Aerial Platform

390 - 450 Days A.R.O. - F.O.B. Destination - Commercial Pumper (C-Series); Commercial Tanker (Elliptical and Wetside); SP110 Aerial Platform; Heavy Rescue

420 - 480 Days A.R.O. - F.O.B. Destination - Custom Pumper, Fully Customized

730 Days A.R.O. - F.O.B. Destination - SLTDA100 Aerial Ladder, Tiller

Due to the costs of steel and aluminum, a temporary surcharge will apply to fire apparatus' purchased using Contract #800814 for all orders issued on or after September 1, 2019. Steel and aluminum publications and indices will be closely monitored. Contractor shall provide evidence that supports the continuous use of the surcharge upon the request of the DAS' Office of Procurement.

SALES AGREEMENT PROPOSAL

WARRANTY:

Contract includes all published warranties in force at the date this proposal is accepted.

TERMS AND CONDITIONS:

A. **LABOR AND MATERIALS:** Horton Ambulance shall furnish the Ambulance listed as specified, with the price and delivery quoted herein, are based on materials which were in our inventory and in the inventory of our suppliers at the time of this proposal and are subject to prior sale.

Delivery quotes are contingent on timely confirmation from Customer. Any variations to material listed will result in a cost change.

Change Order Fees may apply

B. **ARBITRATION:** If any controversy or dispute arises under, out of, or in relation to any of the provisions hereof which cannot be settled by the parties within 15 days after the same shall arise, such controversy or dispute shall be submitted for arbitration in the State of Ohio in accordance with the rules of the American Arbitration Association. Such arbitrator(s) in accordance with such rules shall determine any dispute or controversy submitted to arbitration in accordance with the provisions of the section.

The arbitrator(s) may award any relief which he or she shall deem proper in the circumstances, without regard to the relief which would otherwise be available to any party hereto in a court of law or equity including, without limitation, an award of money damages, specific performance, injunctive relief and/or declaratory relief. The award and findings of the arbitrators shall be conclusive and binding upon all the parties hereto, whether or not all parties hereto participate in the arbitration proceeding, and judgment upon the award may be entered in any court of competent jurisdiction upon the application of any party.

Any party may initiate an arbitration proceeding hereunder, all costs of which (including filing fees, fees payable to arbitrators, court reporters' fees, transcript costs and counsel fees) shall be recovered by the prevailing party. No party hereto shall commence any arbitration proceeding hereunder other than in good faith, or take any action other than in good faith which requires another party hereto to commence such arbitration hearing and, in the event any party is determined in arbitration to have so acted other than in good faith, he or it shall bear all costs of the such proceeding.

C. **REPRESENTATION OF SOLVENCY:** Buyer represents that buyer is solvent and has assets sufficient to meet all of its financial obligations, and that it is current on all of its financial obligations. Buyer further represents that it can and will meet all its financial obligations to seller on time. Buyer understands seller relies on this promise and that any breach is material and substantial and to the essence of the contract.

D. **FORCE MAJEURE:** Seller shall not be responsible for delay, nondelivery, failure to complete installation or construction, or default in shipment or other performance, in whole or in part if occasioned by strike, war, riot, or revolutions, or for any delay in transportation due to demands or embargoes of the United States government or any other government, or nondelivery or delays through fire, floods, droughts, accidents, insurrections, lockouts, breakdown of machinery, commandeering of vessels carrying goods, or for loss or damage in transit, or detention of or delay in vessels resulting directly or indirectly from acts of God, perils of the sea, stoppage of labor, shortage of carriers, or refusal of any necessary license of government restrictions considered as "force majeure," or any other unavoidable cause other than seller's own negligence. In no case shall seller be responsible after delivery of goods in good order or conditioning to the carrier or carriers at the point of shipment.

E. **CUSTOM ORDERS:** Buyer understands that a custom-ordered vehicle is specific to Buyers needs. Any deposit received for a custom order is non-refundable once Engineering has begun, material has been purchased or the vehicle begins production.

YOU MAY CONSIDER THE PRICE QUOTED FIRM FOR WRITTEN ACCEPTANCE WITHIN 30 DAYS OF THE DATE OF OUR PROPOSAL.

Thank you for your interest in having Horton Ambulance provide you with our quotation for this purchase. If you have any questions or comments regarding this sales agreement please contact us.

Sincerely,

Jason Cavallo

Horton Ambulance

ACCEPTANCE OF PROPOSAL:

I have read, understand and agree to the terms, conditions and specifications described herein and authorize Horton Emergency Vehicles to go forward with this order.

By: _____

Customer Signature

Date



STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

GOVERNMENT PRICING SCHEDULE

SCHEDULE NUMBER: 800891

EFFECTIVE DATES: 01/01/2021 TO 12/31/2024

The Department of Administrative Services has completed the evaluation and analysis of the State Term Schedule (STS) offering submitted by the Contractor as listed herein. The Contractor listed herein has been determined to provide competitive, economical and reasonable pricing for the items contained in their offer. The respective offer, including the Standard Contract Terms & Conditions, any proposal amendment, special contract terms & conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this State Term Schedule.

This State Term Schedule is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Schedule is renewed, terminated, or cancelled in accordance with the Standard Contract Terms and Conditions.

This State Term Schedule is available to all state agencies, state institutions of higher education and political subdivisions properly registered as members of the Cooperative Purchasing Program of the Department of Administration Services, as applicable.

Agencies are eligible to make purchases of the supplies and/or services in any amount and at any time as determined by the agency (see maximum order limit). The State makes no representation or guarantee that agencies will purchase the supplies and/or services approved in the State Term Schedule.

State agencies may make purchases under this State Term Schedule up to \$2500.00 using the state of Ohio payment card. Any purchases that exceed \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

This State Term Schedule and any Amendments thereto are available from the DAS website at the following address: <http://procure.ohio.gov>.

HORTON EMERGENCY VEHICLES CO

STATE TERM SCHEDULE

Index No. STS233

Eff. Date 01/01/2021

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

CONTRACTOR, PRICES, TERM SCHEDULE, ETC.

Send Purchase Orders To:

Remit To:

OAKS Contract ID:

0000135826

800891

HORTON EMERGENCY VEHICLES CO
3800 MCDOWELL RD

GROVE CITY, OH 43123

Contractor Contacts:

Mr. Jason Cavallo

Telephone: (614) 539-8181 x2306

Fax:

Email: jason.cavallo@hortonambulance.com

Delivery:

See Notes Section

Terms:

Net 30 Days

Basic Order Limitations (Agencies should contact Procurement Services when they expect to exceed the Maximum Order Limitation.)

Minimum: \$15.00

Maximum: \$500,000

APPROVED PRODUCTS/SERVICES: Only those vendors, products, or services as listed in the price pages, approved by the Office of Procurement Services, may be purchased from this State Term Schedule. Any vendors, prices, terms, conditions, products or services not listed in the approve price sheets are outside the scope of this schedule.

MANDATORY USE CONTRACTS: All General Distribution Contracts (GDC), Limited Distribution Contracts (LDC), Multiple Award Contracts (MAC), and Request for Proposals (RFP) take precedence over this State Term Schedule (STS). This STS is only for governmental entities without a mandatory use contract.

EXCLUDED ITEMS: (State Agencies Only) in accordance with the Ohio Revised Code Section 5147.07, 125.60, through 125.6012, 5119.16 and 3304.28 through 3304.33 state agencies are required to purchase through Ohio Penal Industries (OPI); Community Rehabilitation Programs (CRP); Department of Mental Health and Addiction Services and Pharmacy Services (MHAS); and Opportunities for Ohioans with Disabilities (OOD). State agencies must obtain a waiver from OPI, CRP, DMHAS, Pharmacy Services, and/or OOD to procure from this schedule.

SPECIAL NOTE: The state of Ohio including but not limited to its agencies, boards, commissions, departments, state universities, state vocational schools, state community colleges of Ohio, and any entity authorized by law to use this State Term Schedule (STS) is not obligated to procure any products or services from this STS. This STS shall not be construed to prevent the state from purchasing products or services using other procurement methods as authorized by law.

NOTICE TO CONTRACTOR / VENDOR: It is the responsibility of the contractor's contact to maintain this State Term Schedule with current information. All updates i.e., telephone numbers, contact names, email addresses, tax identification number, prices, and catalogs etc., are required to be processed through the formal amendment authorization process which is initiated by way of a written request from the contractor's contact.

UNSPSC CODES (OAKS Category ID) and Item Descriptions:

All purchase orders placed against this contract shall use the following UNSPSC Codes when completing requisitions.

25101700 - Safety and rescue vehicles

NOTES:

ePROCUREMENT: This contract will become part of an eProcurement System which will provide electronic contract and catalog hosting and management services. Ordering Agencies will access a web-based site to place orders for the procurement of goods and services using State of Ohio contracts. The Contractor agrees to establish, maintain and support an online contract and catalog.

Delivery: 225-300 Days ARO-FOB Destination



LUCAS 3.1 - 2022 Pricing: 1-15 Unit Cost

Quote Number: 10451098

Remit to:

Stryker Medical

P.O. Box 93308

Version: 1

Chicago, IL 60673-3308

Prepared For: CITY OF COLUMBUS DEPT OF PUBLIC SAFETY

Rep:

Allyson Wright

Attn:

Email:

allyson.wright@stryker.com

Phone Number:

Mobile:

(330) 321-5852

Quote Date: 04/28/2022

Expiration Date: 09/30/2022

Delivery Address

Name: CITY OF COLUMBUS DEPT OF PUBLIC SAFETY

Account #: 1296211

Address: 4252 GROVES RD

COLUMBUS

Ohio 43232-4103

End User - Shipping - Billing

Name: CITY OF COLUMBUS DEPT OF PUBLIC SAFETY

Account #: 1296211

Address: 4252 GROVES RD

COLUMBUS

Ohio 43232-4103

Bill To Account

Name: CITY OF COLUMBUS DIV OF FIRE

Account #: 1292151

Address: 3675 PARSONS AVE

COLUMBUS

Ohio 43207-4054

Equipment Products:

#	Product	Description	Qty	List Price	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	1	\$17,323.00	\$14,204.86	\$14,204.86
2.0	11576-000060	LUCAS Desk-Top Battery Charger	1	\$1,321.00	\$1,083.22	\$1,083.22
3.0	11576-000071	LUCAS External Power Supply	1	\$418.00	\$342.76	\$342.76
4.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	1	\$808.00	\$662.56	\$662.56
Equipment Total:						\$16,293.40

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
5.1	78000020	ProCare LUCAS Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	1	\$1,276.70	\$1,276.70
ProCare Total:					\$1,276.70



LUCAS 3.1 - 2022 Pricing: 1-15 Unit Cost

Quote Number: 10451098

Version: 1

Prepared For: CITY OF COLUMBUS DEPT OF PUBLIC SAFETY
Attn:

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Rep: Allyson Wright

Email: allyson.wright@stryker.com

Phone Number:

Mobile: (330) 321-5852

Quote Date: 04/28/2022

Expiration Date: 09/30/2022

Price Totals:

Grand Total:	\$17,570.10
--------------	-------------

Comments:

- **Volume Pricing: 1-15 Unit Purchase Cost / Unit**
- Includes 1 Addtl Year Service After first year Warranty Ends: We can update this to extend to whatever time frame to match any other existing contract

Prices: In effect for 90 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

PENDING APPROVAL