

**Solicitation Number: RFP #011824****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Dan Enterprises Team, LLC, 18501 Pines Blvd. Suite 357, Pembroke Pines, FL 33029 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment 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.

**EXPIRATION DATE AND EXTENSION.** This Contract expires March 29, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **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 or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

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

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

### 3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily 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 or its authorized dealers, distributors, or resellers, as applicable. 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 Sourcwell for this Contract and must provide prompt notice to Sourcwell 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, performance issues, 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 Sourcewell 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 Contract 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, 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. *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 liability-completed operations

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell 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 Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

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

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

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

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell 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 cannot 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 a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the 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.

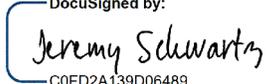
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**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.

Sourcewell

Dan Enterprises Team, LLC

DocuSigned by:  
  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 3/26/2024 | 1:48 PM CDT

DocuSigned by:  
  
By: \_\_\_\_\_  
Teddy Castellanos  
Title: Supply Chain & Operations Manager  
Date: 3/26/2024 | 11:42 AM PDT

# RFP 011824 - Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment

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## Vendor Details

Company Name: DAN ENTERPRISES TEAM, LLC  
Does your company conduct business under any other name? If yes, please state: Florida  
Address: 18501 PINES BLVD SUITE 357  
PEMBROKE PINES, Florida 33029  
Contact: Teddy Castellanos  
Email: tc@danenterprisesteam.com  
Phone: 786-450-1555  
Fax: 786-450-1555  
HST#: 47-1733830

## Submission Details

Created On: Tuesday January 16, 2024 07:47:05  
Submitted On: Tuesday January 16, 2024 13:05:23  
Submitted By: Teddy Castellanos  
Email: tc@danenterprisesteam.com  
Transaction #: 5b27f88c-5604-4b38-aa90-65773876a49b  
Submitter's IP Address: 99.122.158.209

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## 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")	DAN ENTERPRISES TEAM, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	DAN ENTERPRISES TEAM, LLC
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	7HYH7
5	Proposer Physical Address:	19081 NW 78th. Ave.
6	Proposer website address (or addresses):	www.danenterprisesteam.com https://danteam.us/ (working on new page)
7	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):	Supply Chain & Operation Manager 18501 Pines Blvd. Suite 357, Pembroke Pines, FL 33029 (786) 450-1555 tc@danenterprisesteam.com
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Teddy Castellanos Supply Chain & Operation Manager 18501 Pines Blvd. Suite 357, Pembroke Pines, FL 33029 (786) 450-1555 tc@danenterprisesteam.com
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Raul Ponzoa Bid Analyst 18501 Pines Blvd. Suite 357, Pembroke Pines, FL 33029 sales@danenterprisesteam.com 305-967-9396

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>DAN ENTERPRISES TEAM, LLC, began its operations in 2014 with the idea of offering emergency assistance equipment and firefighting systems to the federal sector in the U.S. and all local government agencies within the state of Florida. Its main marketing channel is focused exclusively on the constant participation in tenders to compete under the regulations, clauses and systems available to the government sector.</p> <p>In the first 2 years DAN develops a learning period regarding the programs offered by the government for small businesses (SBA), types of certifications, permits, documentations, and even the correct practices for submitted the bids. By the year 2022, DAN represents 95 recognized brands in the emergency sector, being an authorized distributor of these brands and having executed at least 500 contracts nationally and internationally. Dan Enterprises Team LLC offers top quality solutions to government agencies, public institutions, and private companies on the fields of industrial safety, engineering, emergencies and firefighting. We proudly bring our 30 years of cumulative experience in these sectors adding value to every project by providing a service that combines innovation with practical knowledge, always looking forward to our customers' satisfaction considering their needs as an absolute priority.</p> <ul style="list-style-type: none"> <li>• Our goal is to provide our customers with high quality equipment with the best delivery time and extremely competitive prices, combining innovation with practical knowledge, technical experience and adding value to each of our projects.</li> <li>• We have a network of allied companies, national and international companies, to comply with the requirements of the Federal Government of the United States of America, local agencies and industrial sectors outside and inside the country.</li> </ul>	*
11	What are your company's expectations in the event of an award?	To offer the best Firefighting & Rescue products and equipment to agencies that require immediate service. What we have learned and developed over time with government customers is not only the timely delivery of the required equipment but a personalized attention, immediate response to their needs and of course build enough trust and relationship so that they can count on our services at any time and at any hour feeling confident to respond to their day to day operations without having to add more activities or concerns to their busy schedule of emergency response to the community. One of the big issues that agencies have is the long procurement time to acquire their equipment so once this contract is awarded we can make it easier for customers to purchase quickly and efficiently.	*
12	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.	Attached profit and lost 2022-23	*
13	What is your US market share for the solutions that you are proposing?	Considering our strategic location in the most populated county in the state of Florida Miami-Dade and the seventh most populated county in the United States, allows us to serve one of our main customers Miami Dade Fire Rescue (MDFR) who statistically is evaluated as one of the 5 largest and most important Fire Departments in the United States. We also have a wide variety of federal agencies that demographically demand projects from SBA companies with locally recognized technical and economic capacity.	*
14	What is your Canadian market share for the solutions that you are proposing?	The continuous development of bids through different digital platforms has allowed us to expand our territory to new federal agencies and even serve other important states within the country such as Los Angeles, CA, the state with the second largest number of fire stations in the United States. However, we would like to expand into Canada and at this point we are ready to do so.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, never. Despite the difficult situation in the past pandemic our company has applied for resources through SBA programs and loans so we have stayed afloat by working hard and assisting our clients even in the worst economic crisis and situations.	*

16	<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>Our company is an authorized distributor of important brands in the Fire and Rescue sector (attached letter). As all our products and services comply with all the regulations required in this sector such as OSHA and NFPA.</p>	*
17	<p>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>	<p>Our company count with several SBA certifications. (certifications attached)</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Our company has never been suspended or debarred.</p>	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
19	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>Our company for the constancy and trust generated with our customer (5 years) we have received awards in Florida such as certificates of compliance as SBE for Miami Dade School District and many letters of recommendation from our regular customers.</p>	*
20	<p>What percentage of your sales are to the governmental sector in the past three years</p>	<p>We are a company created and focused from the beginning to sell to the government, we can say that almost 100% of our sales are directed to the government sector.</p>	*
21	<p>What percentage of your sales are to the education sector in the past three years</p>	<p>In Florida, we serve two of the most larges and important School Districts in USA. Miami Dade County Public School and Broward County Public School. 15% of our sales are focus to the education sector.</p>	*
22	<p>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>	<p>Blank Purchases Agreetment (BPA) U.S Army MIC – West Point Fire Department, New York - \$800,000.00 aprox.                      Blanket Order - Orange County Fire Authority (OCFA) - Riverside County Fire Department, California - \$290,000.00 aprox                      OEM Fire Fighter parts and Supplies - Miami-Dade Fire Rescue Department, Florida - \$412.729.00 aprox</p>	*
23	<p>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?</p>	<p>Our team is working on submit to GSA a new offer to get a contract.</p>	*

**Table 4: References/Testimonials**

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Division Chief   Fire-Rescue Department - City of Miramar	Jorge Llorens. B.P.A	954.602-4985	*
Davie Fire Rescue Department	Frank Suriano, Assistant Fire Chief	(954) 797-1213	*
County Fire Services Center	Miguel Cortez	(951) 293-2012	*

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** 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 MIC – West Point Fire Department, New York	Government	New York - NY	Provide firefighting and Rescue supplies for the West Point Fire Department in accordance with the submitted product list. Total orders processed 123 for a total amount to date executed of \$866,092.74	Hight	\$800,000.00 aprox
County Fire Services Center Riverside County Fire Department, California	Government	California - CA	Provide Firefighter Helmets and accessories. Manufactured by Bullard –Our records reveal that all our purchase orders active were delivered in full. Total orders processed 11 for a total amount to date executed of \$290,911.96.	Medium	\$300,000.00 aprox
Miami-Dade Fire Rescue Department, Florida	Government	Florida - FL	OEM Fire Fighter parts and Supplies Provide Firefighter & Rescue equipments for MDFRD at Florida: Fire Hose, ladders, Ropes, Helmet, Cutters, SCBA, Boots and others equipments. Manufactured by PETZL, PMI, Alco-Lite, Bullard, – Dan Enterprises Team, LLC authorized distributor. Our records reveal that just one purchase orders active is pending for delivery. Total orders processed 52 for a total amount to date executed of \$412.729.00	Medium	\$450,000.00 aprox
The School Board of Marion County, Florida.	Education	Florida - FL	BID 3978MF Fire & EMT Training Equipment and supplies.	Low	\$35,000.00 aprox
Miami Dade County Public School, FL	Education	Florida - FL	Provide Fire Extinguisher, Fire Alarm Devices, and Tools supplies for the School Board of Miami Dade in accordance with the submitted product list. Total orders processed 41 for a total amount to date executed of \$184.495.00	Low	\$200.000.00 aprox

**Table 6: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *
26	Sales force.	(03) Three Reps each focused on a market sector / Local Government, Federal and Private and International. In addition to having a Firefighter lieutenant from the Miami Dade Fire Department who strengthens the technical structure, training, demonstrations and support for our customers.

27	Dealer network or other distribution methods.	We have a wide network of recognized brands and manufacturers in the USA, Europe and Asia that give us support to our customers. The relationship with the sales managers of each brand is so close that they accompany us to visit our customers if that necessary.	*
28	Service force.	All of our products are offered and mostly accompanied by training for maximum performance. Trainings that are taught by trained personnel with more than 25 years of experience in the area. (Fire Lieutenant)	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our company developed ISO 9001 for Bid and procurements process, offers and the best customer services to our clients with the best standards. For this reason we differentiate ourselves from large companies since we offer a one-on-one service with each customer. We delivering much more of a product or service. We deliver "trust and confidence".	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Following our ISO 9001-2015 instructions each rep must complete the customer satisfaction procees:</p> <ul style="list-style-type: none"> <li>- Delivery on time Yes _____ No _____</li> <li>- Quantities requested Yes _____ No _____</li> <li>- Requested quality Yes _____ No _____</li> </ul> <p>-Note: If any above response is non please proceed with the following corrective actions:</p> <ul style="list-style-type: none"> <li>- Delivery on time</li> <li>Review lead time of VPO _____</li> <li>Review tracking # _____</li> <li>Other _____</li> <li>- Quantities requested</li> <li>Review packing list _____</li> <li>Review VPO _____</li> <li>Other _____</li> </ul> <p>-----</p> <p>In addition to compliance with established procedures, the relationship of our representatives with clients is almost like a close family since some of us were firefighters and understand emergencies.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	We have almost immediate capacity since we manage a small warehouse of constantly consumed materials such as gloves, boots, suits, helmets, etc. In addition, we know in real time the inventory of our allies and likewise the relationship with managers of each line or brand allows us answers beyond what our customers expect. The fact of minimize the procurement time for customers when purchases their equipment through sourcwell contract generate a super relevant positive impact in the operations and a really good competitive advantage that will surely allow us to expand our services and response to orders.	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	We have almost immediate capacity since we manage a small warehouse of constantly consumed materials such as gloves, boots, suits, helmets, etc. In addition, we know in real time the inventory of our allies and likewise the relationship with managers. of each line or brand allows us answers beyond what our clients expect.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are not limited, we can offer our services to whoever requires it.	*
34	Identify any Sourcwell 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?	We are not limited, we can offer our services to whoever requires it.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We are not limited, we can offer our services to whoever requires it.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	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.	Marketing Presentation attached
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Marketing Presentation attached
38	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?	Undoubtedly sourcewell is an excellent platform that can attract many of our customers for the simple fact that it facilitates the purchase process that can regularly take months and through this platform in just days/weeks they can have an order and be receiving their products ASAP. Sourcewell, it would be an important part of our marketing plan, we would integrate it in the different channels of approach to our customers such as social networks, emails, and in fact we would elaborate an educational plan where we would show the advantages of the platform for those customers who do not know this benefit to acquire his products.
39	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.	It is a very attractive platform for our clients, in fact one of our clients was the one who invited us to participate since they want to make all their purchases this way. Once a sale/purchase is completed, we will be able to integrate the rest of our customer list to this platform.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Our team has firefighters and paramedics capable of assisting our clients at all times. We have already established training programs such as: Exo Firefighter Evacuation Training Course (EFETC), Confined Space Entry and Rescue Class (CFERC), CPR and other. All of them are courses that complement the supply of equipment that we can teach at no additional cost to the client as long as they purchase the equipment.
41	Describe any technological advances that your proposed products or services offer.	We have a procurement, research and development department that is constantly researching and testing new technologies in the firefighting, rescue and security market. Here some examples products that we tested and promote: <a href="https://www.youtube.com/watch?v=9n_NfAgTvyk">https://www.youtube.com/watch?v=9n_NfAgTvyk</a> <a href="https://aftwatermist.com/">https://aftwatermist.com/</a> <a href="https://www.youtube.com/watch?v=cWJjgf1ssFw">https://www.youtube.com/watch?v=cWJjgf1ssFw</a>
42	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.	Our company is always in search of fire extinguishing equipment and products that reduce the impact on the environment. Example: F-500 Extinguisher (ECO Friendly) / BIOEX FLUORINE-FREE FOAM (FFF) <a href="https://www.youtube.com/watch?v=kUyQGcYQ6lg&amp;t=18s">https://www.youtube.com/watch?v=kUyQGcYQ6lg&amp;t=18s</a> <a href="https://www.bio-ex.com/en/our-products/compositions/fluorine-free-foam/">https://www.bio-ex.com/en/our-products/compositions/fluorine-free-foam/</a>
43	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.	Not yet.
44	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.	Women or Minority Business Entity (WMBE), Small Business Entity (SBE) attached.
45	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?	The expertise of our reps not only as specialists in the rescue and firefighter field, but also the extensive knowledge in procurement and development of tenders on dozens of platforms that we have managed over the years allows us to advise the requesting agency to such an extent. that trusts not only in the equipment we sell but in the procedure to acquire it. Many clients know what they want but do not have the time or the experience to develop the scope of work, project specifications, among other factors that are important for the bidding and acquisition of their products. We go hand in hand with the customer from the origin of their need until they acquire the final product and due training for its use. It is something that not all companies in this field offer as added value, which is why we have a long and extensive relationship with our current clients.
46	Describe compliance to applicable national standards such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	NIOSH 42 CFR part 84 & CBRN NFPA 1981:2018 & 1982:2018
47	Describe how your product can be cleaned and decontaminated to prevent exposure to carcinogens.	Interspiro SCBA: Long after leaving a fire scene, firefighters can be exposed to toxic and carcinogenic agents contaminating their personal protective equipment. To reduce this risk of longterm health problems, we developed a SCBA for all cylinder types, with an absolute minimum of textile parts, making it less susceptible to contamination and much easier to clean. The ergonomic harness distributes the air cylinder's weight perfectly, while its regulator system delivers industry-leading air flow rates along with the lowest breathing resistance.

**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 *
48	Do your warranties cover all products, parts, and labor?	All our products have their respective quality certifications, tests and factory guarantees. We also have factory support as an authorized distributor of the brands offered which guarantees our customers an immediate response and replacement of equipment in case of any defect. (Authorized dealer letters attached)
49	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We never limit our client, even if our company must lose money we are able to exceed the guarantee offered by the factory to always satisfy our customer with any unforeseen event in the quality of the equipment.
50	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, our technical representative / firefighter is available to travel to review any issue whether or not within the warranty of our products.
51	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No warranty limits regarding geographic location within the USA.
52	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?	Yes, usually we passed the warranties to the original manufacturer, However, if it is a product that was supplied by our company, we always respond to our customers to maintain maximum customer satisfaction, which is always our priority in this business.
53	What are your proposed exchange and return programs and policies?	According and following our ISO Quality procees, we response to the customer in just a few hours with the RMA and replace the Item ASAP.
54	Describe any service contract options for the items included in your proposal.	Training course that complements the use of the equipment acquired by the customer. As a cross-selling strategy, we always add some extra items within the sales package offered, such as gloves, tools, other that are for everyday use as a gift to the end user. We always offer samples of products and equipment to the customer for them to use and test in the field. This is accompanied by an educational talk about the characteristics of the item that is taking the sample.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	Wire transfers, Credit Card, Government Credit Cards, Zelle, etc.
56	Describe any leasing or financing options available for use by educational or governmental entities.	Net 30 or Net 45 available to the government customers.
57	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.	No documents.
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we are able to accept P-Cards. No extra cost.

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our price list includes the following equipment: NFPA 2018 Self-Contained Breathing Apparatus (SCBA) - 4500 PSI (HIGH PRESSURE) VERSION, CYLINDERS - 4500 PSI (HIGH PRESSURE) VERSION, MASKS, RIT Bags and Accessories, Fill Adapters and Hoses, Mask Accessories, Cleaners, Disinfectants, and SCBA Wash Accessories.
60	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.	Our price list shows a discount of approximately 38% off MSRP for each item.
61	Describe any quantity or volume discounts or rebate programs that you offer.	Our prices offer a discount as long as the purchase order is for the minimum quantities listed in the Prices List for each item required.
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	We are able to offer items for any other item that is not listed according to the brand, SKU or model suggested. However it is important to know the quantity required to be able to offer a good discount, for this reason this type of request will be answered with a quotation. We reply and respond RFQ almost Immediately.
63	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.	Inspections, installations and training can be included free of charge if the customer's order is for a quantity of at least 50 units or more.
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Our prices already include shipping cost in US or Canada.
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Our prices already include shipping and handling in the USA or Canada. Outside this territory freight will be quoted separately.
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our company has business accounts/contracts with several freight forward agents throughout the United States to store, consolidate, move and ship cargo to any destination. We also use regular freight forwarders such as UPS, Fedex, etc. depending on the volume of the cargo.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Our offer shows an aggressive discount on the MSRP of each manufacturer considering that our commercial objective is to be able to receive as many purchase orders as possible through this platform.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
68	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.	By following our ISO control and quality procedures we can manage this type of contract without problems. We have a project control platform called "Connect" from the Zoho platform where each order generated from each contract of our client is diligently followed from its inception until its delivery and satisfactory fulfillment of the customers.
69	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.	"Connect" is our following and tracking platform. (pictures attached)
70	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.)	1.5% of fee max we are able to pay.

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

Line Item	Question	Response *
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are able to supplies the following INTERSPIRO items: - NFPA 2018 Self-Contained Breathing Apparatus (SCBA) - 4500 PSI (HIGH PRESSURE) VERSION - CYLINDERS - 4500 PSI (HIGH PRESSURE) VERSION - MASKS - RIT Bags and Accessories - Fill Adapters and Hoses - Mask & SCBA Accessories - Cleaners, Disinfectants, and SCBA Wash Accessories
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	TRAINING & EDUCATION — Educational & Academy Materials — Training course with delivery of self-contained breathing apparatuses

**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
73	Self-contained breathing apparatus (SCBA) and supplied air breathing apparatus (SABA)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Brand INTERSPIRO developing premium respiratory protection and equipment for diving, firefighting, emergency escape and rescue operations. We supply military, police, industries, shipping companies and rescue services all over the globe with standout products for extreme situations.
74	Breathing air compressor and compressor systems, including mobile and stationary fill stations, cascade systems, purification, and storage	<input type="radio"/> Yes <input checked="" type="radio"/> No	Can be quoted by request
75	Related equipment and accessories related to the offering of 71 - 72 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	YES
76	Services related to the equipment described in 71 - 72 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	YES

**Table 15: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 77. NOTICE:** To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

**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](#) - Firefighting SCBA - Price List.xlsx - Tuesday January 16, 2024 12:56:05
  - [Financial Strength and Stability](#) - DAN PL & BS 2022 2023 sba.pdf - Tuesday January 16, 2024 11:27:11
  - [Marketing Plan/Samples](#) - Dan Presentation Marketing 2023.pptx - Tuesday January 16, 2024 11:31:07
  - [WMBE/MBE/SBE or Related Certificates](#) - Certifications & Letter Performance DAN.pdf - Tuesday January 16, 2024 11:31:22
  - [Warranty Information](#) - Interspiro Letter to Dan Enter. (1).pdf - Tuesday January 16, 2024 11:50:39
  - [Standard Transaction Document Samples](#) - ISO-FP Final.pdf - Tuesday January 16, 2024 12:03:51
  - Requested Exceptions (optional)
  - [Upload Additional Document](#) - INTERSPIRO INFO.zip - Tuesday January 16, 2024 12:54:47

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Teddy Castellanos, Supply Chain Internationa Group, LLC, DAN ENTERPRISES TEAM, LLC

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
<b>Addendum_3_Self_Contained Breathing Apparatus_RFP_011824</b> Fri January 12 2024 11:10 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_Self_Contained Breathing Apparatus_RFP_011824</b> Wed December 27 2023 08:49 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Self_Contained Breathing Apparatus_RFP_011824</b> Tue December 12 2023 05:20 PM	<input checked="" type="checkbox"/>	1



## **Solicitation Number: RFP #011824**

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Draeger, Inc., 3135 Quarry Road, Telford, PA 18969** (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment 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) in the United States only. Further, Sourcewell agrees to allow Supplier's authorized sales representatives, dealers, distributors, and resellers (each, a "Sales Channel Partner") to market and/or sell to Participating Entities in the United States pursuant to the terms and conditions of this Contract.

#### **1. TERM OF CONTRACT**

**EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below and upon the effectiveness of this Contract, the existing Contract #032620-DRG, as amended shall terminate and shall be of no further force and effect. However, Supplier performance regarding any Participating Entity order under Contract #032620-DRG that was issued prior to such termination, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations that arose under Contract #032620-DRG prior to termination shall survive until such obligations are fulfilled.

**A. EXPIRATION DATE AND EXTENSION.** This Contract expires March 29, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

B. 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.

## **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 or refurbished 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 under normal use and with prescribed maintenance, storage, and care, all Equipment, Products and Services are free from defects in material and workmanship for the warranty period. The warranty period for new Equipment or Products is twelve (12) months from date of delivery. Warranty is conditioned on (i) the Participating Entity providing immediate written notice of warranty related claim to Supplier or the Sales Channel Partner and following RMA Process, (ii) no repairs, modifications, or alterations being made to Equipment or Products other than by Supplier or its authorized representatives, (iii) the Participating Entity handling, using, storing, installing, operating, cleaning, and maintaining Equipment or Products in compliance with the instructions and specifications provided therewith, (iv) use of Equipment or Products only for the use intended by Supplier, (v) defect not related to attachment of Equipment or Products to non-Supplier supplied equipment or to the Participating Entity 's network issues, (vi) the Participating Entity having fulfilled its payment obligations for Equipment or Products, and (vii) an inspection by Supplier that reveals that the Participating Entity s claim is valid under the terms of the warranty. The Participating Entity s remedy for a breach of this warranty is limited to repair, replacement, or credit or refund, at the sole option of Supplier or the Sales Channel Partner. Repairs or replacements shall not interrupt, extend, or prolong the term of the warranty. Supplier warrants that the Services shall be performed in a professional manner in accordance with generally recognized industry standards for similar service. Claims for breach of this Service warranty must be submitted to Supplier or the Sales Channel Partner in writing within ninety (90) days of the completion of Service. The Participating Entity's remedy for breach of Service warranty is limited to reperformance, credit, or refund, at the sole option of Supplier. If this Contract includes the sale of third-party product not manufactured by Supplier or any of its affiliates, such products are provided to the Participating Entity solely at the direction of the Participating Entity with no

recommendation by Supplier. Supplier makes no warranty for any third-party product. The Participating Entity's sole warranty for any third-party product, if any, is the original manufacturer's warranty, which Supplier agrees to pass on to the Participating Entity, as applicable. Supplier and Sales Channel Partners must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the third-party manufacturer. The obligation of the Participating Entity to pay Supplier or the Sales Channel Partner for the third-party product is absolute and unconditional, and the Participating Entity waives and releases Supplier from all claims, damages, and losses arising out of such third-party product regardless of any claims the Participating Entity may have regarding such third party product, unless the claim, damage or loss was a direct result of Supplier's negligence. THE WARRANTIES IN THIS SECTION 2B ARE THE SOLE AND EXCLUSIVE WARRANTIES MADE WITH RESPECT TO EQUIPMENT, PRODUCTS AND SERVICES. VENDOR MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, COURSE OF DEALING, AND USAGE OF TRADE. SUPPLIER DOES NOT WARRANT OR GUARANTEE THAT ANY EQUIPMENT, PRODUCT OR SERVICE WILL BE SECURE FROM CYBER THREATS HACKING OR SIMILARLY MALICIOUS ACTIVITY, SUPPLIER DOES NOT WARRANT ANY PARTICIPATING ENTITY OR THIRD-PARTY PROVIDED NETWORK OR THE PERFORMANCE OF EQUIPMENT, PRODUCT OR SERVICE AS IMPACTED BY SUCH NETWORK CONNECTION.

C. SALES CHANNEL PARTNERS. Upon Contract execution and throughout the Contract term, Supplier will make available to Sourcewell a means to validate or authenticate Supplier's Sales Channel Partners relative to the Equipment, Products, and Services offered under this Contract. The list may be updated from time to time and is incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current version of this list.

### 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 thirty (30) days at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products within thirty (30) days 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 or the Sales Channel Partner, as applicable, as soon as possible and the Supplier or the Sales Channel Partner, as applicable, will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier or the Sales Channel Partner, as applicable, 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; 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 a Sales Channel Partner. 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 or the Sales Channel Partner, as applicable. 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 Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

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

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased 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 Contract 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 third-party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent 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. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL SUPPLIER BE LIABLE TO SOURCEWELL OR ITS PARTICIPATING ENTITIES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, FOR LOST PROFITS OR LOST STORED, TRANSMITTED OR RECORDED DATA OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, EXCEPT AS EXPRESSLY STATED IN THIS CONTRACT, WITH RESPECT TO ANY MATTERS RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER THE OTHER HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME. EXCEPT FOR ITS OBLIGATION TO INDEMNIFY HEREIN, SUPPLIER'S MAXIMUM LIABILITY UNDER THIS CONTRACT IS THE GREATER OF (X) \$1,000,000 OR (Y) THREE (3) TIMES THE ACTUAL PURCHASE PRICE RECEIVED BY SUPPLIER FOR THE EQUIPMENT, PRODUCT OR SERVICE THAT GIVES RISE TO THE CLAIM.

### **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, 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, Sales Channel Partners, 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. *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. All approval requests shall be sent 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 as it relates to disputes between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Contract, or its breach, as it relates to disputes between Sourcewell and Supplier, 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:

\$1,000,000 each accident for bodily injury by accident

\$1,000,000 policy limit for bodily injury by disease

\$1,000,000 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, 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:

\$4,000,000 each occurrence Bodily Injury and Property Damage

\$4,000,000 Personal and Advertising Injury

\$4,000,000 aggregate for products liability-completed operations

\$4,000,000 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:

\$2,000,000 each accident, combined single limit

4. *Manufacturer's Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

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

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

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

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional

insureds for losses paid under the General Liability, Automobile Liability, and Workers' Compensation insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

## **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 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 cannot 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 a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the 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.

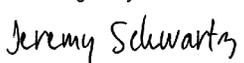
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

## **22. CANCELLATION**

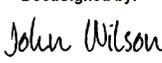
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract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

Sourcewell

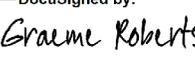
Draeger, Inc.

DocuSigned by:  
  
 By: C0FD2A139D06489...  
 Jeremy Schwartz  
 Title: Chief Procurement Officer

Date: 6/10/2024 | 9:52 AM CDT

DocuSigned by:  
  
 By: 933EC1048029463...  
 John Wilson  
 Title: Sr. VP of Marketing and Sales Safety Solutions

Date: 6/9/2024 | 7:01 PM CDT

And DocuSigned by:  
  
 By: C028BD612280488...

Name: Graeme Roberts

Title: Sr. Controller, Safety

Date: 6/10/2024 | 6:38 AM PDT

# RFP 011824 - Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment

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## Vendor Details

Company Name: Draeger, Inc.  
Address: 3135 Quarry Rd.  
Telford, PA 18969  
Contact: Jon Stone  
Email: jon.stone@draeger.com  
Phone: 412-352-3658  
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HST#: 23-1699096

## Submission Details

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## 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")	Draeger, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	6L622
5	Proposer Physical Address:	3135 Quarry Rd. Telford, PA 18969
6	Proposer website address (or addresses):	www.draeger.com
7	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):	John Wilson Sr. VP of Marketing and Sales Safety Solutions 7256 S. Sam Houston W. Parkway, Suite 100 Houston, TX 77085 john.wilson@draeger.com (281) 714-9143
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jon Stone Contract Administrator 3135 Quarry Rd. Telford, PA 18969 jon.stone@draeger.com (412) 352-3658
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	George Ballance VP of Sales, Emergency and Rescue Services 7256 S. Sam Houston W. Parkway, Suite 100 Houston, TX 77085 george.ballance@draeger.com (904) 710-3480  Ryan Lummus Divisional Sales Manager, Responder Western U.S./Mining U.S. 7256 S. Sam Houston W. Parkway, Suite 100 Houston, TX 77085 ryan.lummus@draeger.com (714) 589-9739  William Ratliff Divisional Sales Manager, Responder Team, Eastern U.S. 7256 S. Sam Houston W. Parkway, Suite 100 Houston, TX 77085 william.ratliff@draeger.com (470) 356-5652

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
10	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.	Dräger is global organization with the main headquarters being located in Germany and then numerous subsidiaries located throughout the world. Draeger, Inc., the entity submitting this proposal, is the United States subsidiary. Dräger's long history dates back to 1889 and has a continued presence in the safety and health industry since that time. Dräger's guiding principle centers around our philosophy that Dräger is Technology for Life. Protecting, supporting and saving lives is at the heart of our Dräger history and through our passion, knowledge and experience, we develop innovative technology that puts life first. A corporate brochure has been included that will provide further information about our organization and rich history in this market.
11	What are your company's expectations in the event of an award?	Draeger, Inc.'s expectations is to support the safety related needs of Sourcewell's members by offering a Dräger solution that will not only meet the requirements of that particular need, but exceed their expectations with innovative products and product support and service throughout the life of the item. This will be accomplished by means of our authorized distributors that we have selected to represent our organization under this potential award or through direct interaction with Draeger, Inc. The sales and support territory shall include the entire United States. A detailed list of our selected authorized distributors has been included as part of our submittal.
12	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.	Dräger, as a global organization, has a sizeable financial footprint that has been built upon our strategy for both stability and sustainability over time. As evidence of our financial position from a global perspective, we have included a copy of our 2022 Dräger Annual Report and as it relates to Draeger, Inc. as the U.S. subsidiary, we have also provided for your review a copy of our DUNS and Bradstreet report.
13	What is your US market share for the solutions that you are proposing?	Draeger, Inc.'s estimated market share within the U.S. is 15%.
14	What is your Canadian market share for the solutions that you are proposing?	This is not applicable as it pertains to Draeger's submittal, as our sales and support coverage under any resulting award shall only be with the United States and we will not provide sales and support to Canadian members under this contract vehicle.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Draeger, Inc. has never been petitioned for bankruptcy.
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Dräger is a global manufacturer, including manufacturing Centers of Excellence located within the United States. Draeger, Inc. has a sales staff with over 50 dedicated regional sales managers strategically located throughout the United States. In turn, these sales managers not only work and support end user customers; but primarily support our authorized distributors who represent Draeger, Inc. throughout the country. We have in excess of 150 authorized distributors located throughout the U.S. and these distributors also have their own sales force in place. The sales associates at the distributor level are in fact employees of the applicable distribution partner and not employed by Draeger, Inc. In regards to service, Draeger, Inc. maintains a technical service repair facility in both Houston, TX and Telford, PA. Products can be returned to either of these locations for any required repair and/or general maintenance.
17	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.	From a corporate and global perspective, Dräger has been approved and maintains current certifications under ISO 9001, ISO 14001 and ISO 45001. A copy of the ISO certificates has been included within our submission. In regards to the overall nature of our product mix, many of our products are required to carry a range of certifications from various approval agencies. Examples of some of the certifications that our products are approved under include NIOSH, NFPA, CBRN, CSA, ATEX, IECEX, CE and the list goes on.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Draeger, Inc. has not been subject to any suspension or debarment proceeding during the past ten years.

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>2021</p> <p>Integrated marketing communications program (\$100-200k budget) Dräger Mining Trade Show Booth Integrated Campaign</p> <p>Promotional Item (budget over \$20 each) FDIC Trade Show Promo Package</p> <p>Large tradeshow exhibit (over 500sq ft) Dräger Mining Tradeshow Booth</p> <p>Tradeshow campaign: Total campaign communication and exhibit details/Dräger Fire FDIC Tradeshow Campaign</p> <p>Integrated marketing communications program (Budget over \$200,000)/Dräger Fire FDIC Trade Show - Integrated Campaign</p> <p>Dräger Fire Social Media Campaign</p> <p>Best in Show (Houston Business Marketing Association - People's Choice Ballot) – FDIC Tradeshow Campaign</p> <p>Promotional video: Dräger Mining Promotional Video</p> <p>Dräger FDIC Large Banner</p> <p>2022</p> <p>Exhibitor Magazine Sizzle Award 2022: FDIC Drägertown 2021</p> <p>Full page or spread advertising (single) – Budget over \$50,000 / Dräger FDIC 6-Page Spread</p> <p>Full Page or spread advertising (campaign) – Budget over \$50,000: Must show 2-3 pieces / Drägertown FDIC 2022 Print Campaign</p> <p>Billboard or large banner (single or series) / Dräger Fire FDIC 2022 Outdoor Tradeshow Banners *</p> <p>Small tradeshow exhibit (500 sq ft or less) / Dräger NFPA Tradeshow</p> <p>Large tradeshow exhibit (over 500 sq ft) / Drägertown USA - FDIC 2022</p> <p>Tradeshow campaign: Total campaign communication and exhibit details / Drägertown USA - FDIC 2022</p> <p>Promotional item (Budget \$20 each or less) / Dräger Form Follows Fire Gallery Book</p> <p>Promotional item (Budget over \$20 each) / Dräger Fire FDIC 2022 Tradeshow Promotional Package</p> <p>Integrated marketing communications program (Budget over \$200,000) / Dräger Fire FDIC 2022 Integrated Tradeshow Campaign</p> <p>2023</p> <p>Integrated marketing communications program (Budget over \$200,000)/ Dräger FDIC 2023 Trade Show Integrated Campaign</p> <p>Tradeshow campaign: total campaign communication and exhibit details/ Drägertown SCBA Stadium: FDIC 2023</p> <p>Large tradeshow Exhibit (over 500 sq ft.)/ Drägertown SCBA Stadium: FDIC 2023</p> <p>Billboard or large banner (single or series)/ Dräger FDIC Trade Show Outdoor Banners</p> <p>Full page or spread advertising (single)- Budget under \$50,000/ Dräger FDIC 2023 Show Guide Full Page Ad</p>
20	What percentage of your sales are to the governmental sector in the past three years	Draeger, Inc.'s sales to the government sector is estimated at 25 to 30 percent. *
21	What percentage of your sales are to the education sector in the past three years	Draeger, Inc.'s sales to the education sector is estimated at 1 percent or less. *

22	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?	Draeger holds three Master Blanket Purchase Agreements with the State of New Jersey, a contract with the City of Baltimore, a contract with the Metropolitan Washington Council of Governments, two contracts with the League of Oregon Cities and a contract with the State of Mississippi. The annual sales volumes are not easily obtainable, as the bulk of our sales are funneled through our extensive authorized distributor network.	*
23	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?	Draeger, Inc. does not hold any current GSA contracts or Standing Offers and Supply Arrangements.	*

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Eugene Springfield Fire Department	Shayne Teague	(541) 359-6512	*
Baltimore City Fire Department	Dave Driscoll	(410) 396-9983	*
Sumter Fire Department	Chief Brian Christmas	(803) 968-4214	*

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** 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 *	
Eugene Springfield Fire Department	Government	Oregon - OR	Self-Contained Breathing Apparatus	300 SCBA's in use	\$1,500,000.00	*
US Navy	Government	Maryland - MD	Pilot Monitoring System	30 Monitoring systems plus ongoing logistic support	\$2,900,000.00	*
Naval Special Warfare	Government	California - CA	Diving Rebreathers and associated repair parts and related equipment	Varies by command and requirement	\$3,500,000.00	*
DLA Land and Maritime	Government	Ohio - OH	Dräger Detector Tubes and Accuro Pump Kits	Varies by individual delivery orders	\$10,000,000.00	*
City of Miami Fire Department	Government	Florida - FL	Self-Contained Breathing Apparatus	375 SCBA's in use	Unknown dollar amount of spare parts and testing equipment	*

**Table 6: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *	
26	Sales force.	Draeger, Inc. maintains a sales staff of 50+ Regional Sales Managers within our Safety Division and these individuals are located throughout the United States. These Regional Sales Managers do work with direct end-users; however their main focus is to work with and support our various authorized distributors, as the overwhelming majority of our business is funneled through the various distributors that represent Dräger in the marketplace. These Regional Sales Managers are employees of Draeger, Inc.	*

27	Dealer network or other distribution methods.	Draeger, Inc. has an authorized distributor network that includes in excess of 150 distributors nationwide. In turn, each of these authorized distributors have their own dedicated sales staff and these sales staff members would be employees of the applicable distributor. Draeger has included a select list of our authorized distributors that we have chosen to represent our organization under any resulting contract and therefore it is our intention that any orders would be placed with the distributor. However, Draeger, Inc. does reserve the right to work with any Sourcewell member on a direct basis under any resulting contract award.	*
28	Service force.	Draeger, Inc. maintains two technical service centers within the U.S. and they are located in Houston, TX and Telford, PA. These service centers employ 20+ technically trained Draeger employees to repair and maintain our products.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The authorized Draeger distributor that works the project will accept and process the purchase order from the Sourcewell member. Therefore, our authorized distributors that receive purchase orders under this contract vehicle shall also be responsible for issuing the quarterly sales reports for orders accepted and processed by their organization and they shall also be responsible for the payment of the Administrative Fee associated with their particular orders through this contract.  Should Draeger, Inc. choose to work with a Sourcewell member on a direct basis, Draeger, Inc. shall process the orders per our standard internal processes, as with any other customer orders that are processed on a direct basis. Draeger, Inc. will issue a quarterly report for any sales that are taken on a direct basis and Draeger, Inc. will also be responsible for the Administrative Fee payment on those direct orders.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Draeger, Inc. maintains a Customer Service Team that is dedicated to our Safety Division. This Customer Service Team consists of 15+ individuals that are employees of Draeger, Inc. This team has three sections that include general customer service employees that would be responsible for a wide range of activities within the group, a technical customer service group that is dedicated to responding to questions of a technical nature beyond the knowledge of general customer service employees and an Order Entry Team that is responsible for booking all purchase orders within our SAP system. Our customer service staff is available on site from 8:00 AM through 6:00 PM; however we do offer 24/7 access through our 1-800-437-2437 phone line. Also, since business from this potential contract award would most often be initiated through one of our named authorized distributors, it is likely that the Sourcewell members would be dealing with Customer Service staff within the applicable distributor of choice. The Customer Service structure and processes will likely vary across our authorized distributor network.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Draeger, Inc. is willing to provide our products and services to Sourcewell participating entities throughout the United States. This will primarily be accomplished through our selected authorized distributors that have been named to represent us under any potential contract award. However, in some cases, Draeger, Inc. may also choose to work with Sourcewell participating entities on a direct basis. Again, Draeger, Inc. and our selected authorized distributors are capable of offering our products and services throughout all 50 states and the District of Columbia.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Draeger, Inc. will not offer our products to Canadian customers under any potential Sourcewell contract.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Canada will not be serviced through any proposed contract.	*
34	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?	Draeger, Inc. does not choose to limit any Sourcewell Member sectors under the proposed contract; however there may also be other procurement avenues available to some of these end-user customers and thus we would not limit our ability to sell our products to a certain entity through only this potential Sourcewell contract. Draeger, Inc. and our distributors reserves the right to sell our products through other means beyond the Sourcewell contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Draeger's standard shipping charge policy states that orders that are under \$15,000.00 will be marked as Prepay and Add and thus the customer is responsible for the applicable shipping charge. Orders with a value of \$15,000.00 or more will be shipped Prepaid within the Continental U.S., thus no shipping charges are passed onto the customer. However, any order shipped outside of the Continental U.S. (Alaska and Hawaii) will be shipped Prepay and Add and therefore these customers will be responsible for the associated shipping charges regardless of the value of the order. Also, because of the typical size of our Engineered Solutions (ES) training systems, shipping charges will always be incorporated into the quotation of these customized products and the customer will therefore be responsible for these associated shipping and delivery charges.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	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.	Dräger focuses its marketing efforts around the industry shows including FDIC, MINExpo International, Mine Nationals, and an additional 75+ of regional events for government, mining, law enforcement, and fire service. This in-person experience drastically improves conversions.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Dräger's website at Draeger.com is properly search-engine optimized that drives dozens of inquiries daily. Further, for those with a large following, targeted social media is employed extensively. Additionally, Dräger developed specialized landing pages for some U.S. states to better draw in more inquiries (see <a href="https://scba.me/california">https://scba.me/california</a> for example). Dräger also offers a robust mailing list with multiple, targeted, personalized efforts every year.
38	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?	On the Sourcewell website, a path that end-users could identify an applicable contract containing product lines to meet their procurement needs and then be able to further see what manufacturers products are available on the contract and then access to contact information for the authorized distributors that they can reach out to in order to obtain literature, quotations, etc. Our selected distributors will be notified of any resulting Sourcewell award and they will be encouraged to offer this contract vehicle as an effective and cost reduction method to procuring items of need by significantly reducing the standard procurement process associated with going out for bid.
39	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.	Details and capabilities of e-procurement order processing is unknown across our nationwide authorized distributor network; however this question can be posed to a distributor that the end-user may select to work with under this contract.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	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>Our training programs cater to the comprehensive needs of Sourcewell Members who procure Dräger equipment, encompassing two distinct levels of training.</p> <p>Firstly, operational training is provided by our authorized distributors or, in specific instances, by a Dräger sales representative. This training equips end-users with essential knowledge of product operation and fundamental guidelines for calibration, suggested maintenance protocols, and more.</p> <p>Additionally, Dräger, Inc. offers specialized maintenance training, exclusively conducted by Dräger certified instructors. This training is designed to qualify and certify select individuals at the end-user level, enabling them to conduct routine maintenance and repairs on-site. This initiative significantly reduces the need to return or schedule field service for products requiring service, enhancing operational efficiency.</p> <p>Our training programs are flexible, offering the option of conducting sessions at one of our training facilities or directly on-site at the end-user's location.</p> <p>Applicable pricing for these training offerings would be quoted to meet the needs of the customer, as there are variables to consider such as travel expenses, class size, type of training, etc.</p>
41	Describe any technological advances that your proposed products or services offer.	<p>Dräger has a longstanding commitment to technological innovation, deeply ingrained in our organizational ethos encapsulated by our motto 'Technology for Life'. Our sustained investment in cutting-edge research and development is evident through dedicated funding allocated annually. This investment fuels our global teams of experts, driving continual advancements across our product portfolio.</p> <p>Our robust approach to innovation ensures that our products consistently meet the stringent requirements set by various certification bodies. This commitment not only allows us to maintain compliance but also facilitates the ongoing evolution of our offerings to seamlessly adapt to emerging industry standards and evolving needs.</p>

42	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>Sustainability is deeply embedded in our corporate ethos and forms an integral part of our mission, resonating with our motto "Technology for Life". Our Chairman of the Executive Board, Stefan Dräger, emphasizes this commitment, signifying our responsibility to contribute positively to both people and the environment. We continually strive to mitigate environmental impact through our products, processes, and resource conservation measures while actively managing potential risks associated with our operations.</p> <p>As part of our commitment, we have integrated sustainability into our corporate strategy, allowing for greater transparency, expanded scope, and improved comparability in reporting sustainability initiatives. Our 2022 annual Sustainability Report provides comprehensive insights into our sustainability endeavors. A copy of this report has been included with our submittal.</p> <p>To address our environmental impact, we've set ambitious CO2 emission reduction targets. We committed to an 11% reduction in CO2 emissions from 2015 to 2020, and further pledged a 29% reduction from 2015 to 2025. We're proud to report that we are on track to meet both commitments.</p>	*
43	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.	Our sustainability efforts have been recognized with a Gold-Rating in our Sustainability assessment, conducted by the EcoVadis Institute. Included in the response, you'll find our certificate and assessment report, affirming our dedication to sustainable practices and responsible business operations.	*
44	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.	As Draeger, Inc. is a subsidiary of a global organization, we are classified as a large business concern. With that said, Draeger, Inc. does have an approved Small Business Subcontracting Plan and thus we support small businesses where possible and set goals each year to implement this methodology throughout our development and purchasing processes. Also, some of our authorized distributors in our nationwide network are classified as small business concerns and therefore further supporting small business initiatives.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>At Dräger, our unique value proposition lies in our solutions-driven approach. While acknowledging that many end-users have a specific product in mind to fulfill their needs, we recognize the opportunity to offer alternative solutions that might better align with their application requirements. Our extensive range of safety-related products enables us to provide tailored and efficient solutions, often surpassing our customers' initial expectations.</p> <p>What sets Dräger apart is not just our diverse product line but our capacity to deliver customized solutions derived from collaborative inputs across our sales, engineering, and marketing divisions. This collaborative synergy allows us to offer innovative solutions uniquely suited to each customer's needs.</p> <p>Furthermore, our commitment to high-quality production standards, coupled with our global leadership in safety technology and innovation, underscores our distinction as a trusted partner in the safety market. This combination of versatility, customized offerings, and industry-leading technological innovation positions Dräger as a reliable and forward-thinking choice for Sourcewell members.</p>	*
46	Describe compliance to applicable national standards such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	<p>Dräger's offered products adhere to various national standards certified by specific accrediting agencies, aligning with diverse application requirements and market demands. Our company maintains specialized employees dedicated to the meticulous process of submitting products for certification to these diverse approval agencies. They oversee the entire certification procedure until the product attains the necessary accreditation.</p> <p>In numerous markets, such as firefighting, supplying a self-contained breathing apparatus lacking NIOSH and NFPA certification is not a viable option due to mandated specifications. Consequently, our products are meticulously designed to conform to these stringent standards and regulations. Compliance with such certifications ensures our competitiveness in markets that necessitate these approvals, ultimately guaranteeing a standardized level of safety to protect human life.</p> <p>Examples of certifications to which products included in this RFP could be certified include NIOSH, NFPA, UL, MSHA, IECEx, and ANSI. For specific product approvals, we advise referring to the documentation accompanying each product.</p>	

47	Describe how your product can be cleaned and decontaminated to prevent exposure to carcinogens.	<p>Draeger provides guidelines and recommendations for cleaning and decontaminating their products to minimize exposure to carcinogens and maintain equipment integrity. The specific cleaning and decontamination methods can vary based on the type of product and its designated use. However, some general guidelines for cleaning and decontaminating Draeger products may include:</p> <p>Follow Manufacturer Instructions: Always refer to the product's user manual or guidelines provided by Draeger for specific cleaning and decontamination instructions. These instructions are tailored to the materials and components of each product and should be followed meticulously.</p> <p>Follow Regulatory Requirements: National Fire Protection Association (NFPA) 1852 Standard on Selection, Care, and Maintenance of Open-Circuit Self-Contained Breathing Apparatus (SCBA) provides an outline for washing and drying this type of equipment. Other requirements for specific products or for specific exposures may be covered in other regulatory requirements.</p> <p>Use Approved Cleaning Agents: Use cleaning agents approved by Draeger. Avoid using harsh chemicals that could potentially damage the equipment or leave residues that could affect its performance.</p> <p>Appropriate Disinfection: Depending on the product and its application, disinfection may be necessary to eliminate pathogens or contaminants. Use disinfectants recommended or approved by Draeger and follow the recommended contact time to ensure effectiveness.</p> <p>Regular Cleaning Schedule: Establish a regular cleaning schedule, especially for products exposed to hazardous materials or potentially contaminated environments. This routine maintenance can mitigate the risk of long-term exposure and ensure equipment longevity.</p> <p>Proper Personal Protective Equipment (PPE): When handling contaminated equipment, ensure that individuals use appropriate personal protective equipment (PPE) as recommended by safety guidelines.</p> <p>Record Keeping: Maintain records of cleaning and decontamination activities performed on the equipment. This documentation can be crucial for regulatory compliance and tracking maintenance history.</p> <p>Training and Education: Ensure that individuals handling the equipment are adequately trained in the proper cleaning and decontamination procedures outlined by Draeger.</p> <p>Remember, the specific cleaning and decontamination methods may vary depending on the type of Draeger product and its application. Always refer to the product's documentation or contact Draeger's customer support for precise instructions tailored to your equipment.</p>
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**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 *
48	Do your warranties cover all products, parts, and labor?	Our comprehensive warranty coverage extends across the spectrum of our diverse product lines. As part of this submission, we have included specific warranty statements corresponding to each of our product lines. These documents outline the duration of the warranty coverage and offer detailed insights into the extent of coverage provided, encompassing products, parts, and labor included within the warranty terms.
49	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our provided warranty statements comprehensively outline the specifics of our warranty coverage, including any noted exclusions, restrictions, or limitations that may affect the coverage.
50	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Typically, our preferred method for warranty service is to have the equipment returned to our designated service centers for repairs, where most of our equipment can be effectively serviced. However, there are instances where certain equipment is permanently installed at an end-user's location, making it impossible to return for service.  In situations where the equipment is fixed and located at the end-user's premises, necessitating a technician's travel to perform warranty repairs, the expenses related to the technician's travel time and mileage may be covered under the warranty repair situation.
51	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?	Draeger ensures nationwide coverage for warranty repairs throughout the entire United States. However, it's important to note that Canada is not included in our current proposal.  Our network of certified technicians across the United States is equipped to perform warranty repairs and offer comprehensive maintenance, including calibrations and relevant testing and repairs.  In instances where warranty repairs are required, the product repairs are primarily returned to either the Draeger office located in Houston, TX or Telford, PA. Our service centers, alongside our certified technicians, are committed to ensuring Sourcewell Members receive prompt and effective warranty service, maintaining the quality and integrity of our products throughout the warranty period.
52	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?	Draeger does not provide warranties for any third-party products included as part of our proposal. Any warranties associated with third-party products, if available, are covered solely by the original manufacturer's warranty. Draeger agrees to facilitate the passage of the original manufacturer's warranty to the customer, where applicable, ensuring that the customer receives the benefit of the warranty provided by the original equipment manufacturer.
53	What are your proposed exchange and return programs and policies?	At Draeger, Inc., our wide-ranging product line does not have a universal exchange and return program covering all our offerings. Our approach to addressing product issues is determined through an assessment conducted by Draeger's experts. Upon evaluation, we make an informed determination whether repair or exchange is the appropriate resolution for the issue identified.  In most cases, our certified technicians are equipped to effectively repair the product. However, if the situation necessitates a return and replacement instead of repair, the decision is made by Draeger staff based on the evaluation outcome and the nature of the issue.
54	Describe any service contract options for the items included in your proposal.	Draeger, Inc. provides various levels and variations of service contracts tailored to meet the diverse needs of our customers. Attached within our submission are documents outlining a range of service contract options available for our end-user customers. These service contract documents detail the specific levels of service, coverage, and terms offered for the items included in our proposal.  Moreover, certain products may qualify for customized service contracts designed to address unique customer requirements and specialized product use cases. We encourage a review of the attached service contract documents to explore the available options and potential customization opportunities to best suit the specific needs of our valued customers.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	Draeger, Inc.'s payment terms are NET 30 Days. We accept various payment methods including credit cards, checks and wire transfer.
56	Describe any leasing or financing options available for use by educational or governmental entities.	Draeger, Inc. does not currently offer any leasing or financing options.  However, if the Sourcewell member is working with one of our select authorized distributors, they should ask the applicable authorized distributor to confirm their potential ability to offer any leasing or financing options.
57	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.	A copy of Draeger, Inc.'s Standard Terms and Conditions have been included for reference as part of this submittal. Also as previously mentioned, we have included various product group warranty statements and documents that detail various levels of offered service agreements.
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Draeger, Inc. does not accept the P-card procurement and payment process.  However, if the Sourcewell member is working with one of our select authorized distributors, they should ask the applicable authorized distributor to confirm their potential ability to accept the P-card procurement process.

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Draeger, Inc. has provided our 2024 published price list for use under any resulting Sourcewell contract that includes the requested products under this RFP and related equipment, test accessories and applicable spare parts. A copy of this price list has been attached and included as part of our submittal. We are offering pricing in which a firm fixed percentage discount off the published list pricing has been established. Draeger will require the opportunity for price escalations throughout the term of the contract. This price adjustment will result in the submittal of our new published price list that is in effect at that particular time. This submittal likely will not only include a price adjustment, but new products of relevance maybe added or outdated/obsolete products might be removed from the price list.

60	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.	<p>Draeger, Inc. has offered three specific fixed percentage discount ranges based upon a defined product category.</p> <p>The first product category on the price list is entitled General Safety Products and this category encompasses the majority of the items appearing on the price list. The fixed percentage discount that has been offered for this category is 15% off the published 2024 list prices.</p> <p>The second product category on the price list is entitled Engineered Solutions (ES) Products. This product category will be offered at a 2% discount from the 2024 published list prices. Our ES products consist of various forms of training systems and equipment. Many of these training systems are quite large and customizable based upon the customer's needs. In these cases, the list price will be established once the exact configuration of the training system has been determined and then the 2% discount will be applied based upon that established list price.</p> <p>The third and final product category on the price list is entitled Service Spare Parts. The specified spare parts have been assigned a firm fixed percentage discount of 5% off the 2024 published list price.</p> <p>The product categories have been segregated on the price list for ease of use and thus one can determine the applicable Draeger part numbers that fall within a particular category and the applicable discount associated with the part number in question.</p>
61	Describe any quantity or volume discounts or rebate programs that you offer.	There are no predetermined quantity or volume discounts included within our offer; however orders for an abnormally large quantity maybe considered for an additional discount, but that would strictly be determined on a case by case basis.
62	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.	<p>The only products and services that will be offered under any potential contract award are those items which appear within our 2024 Draeger, Inc. published price list. As previously stated, a 15% discount from the 2024 published list price will apply to the General Safety Products category, the items that fall within our Engineered Solutions (ES) Products category line will be offered at a 2% discount from the 2024 published list price and the items listed under the Service Spare Parts category are offered at a 5% from the 2024 published list price.</p> <p>Again, some of our Engineered Solutions (ES) products are customizable and thus the list price will be established via a dedicated quotation and the 2% discount would then be applied based upon that list price.</p>
63	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>The pricing that has been offered based upon the allowable discount applies to only the physical products and services provided in our published price list. All products and services offered in our published price list are identified by unique Draeger part numbers. Additional charges may apply, but not limited to such things as taxes, shipping/freight, installation, training, etc. The applicability of these type of additional charges can be discussed with the authorized distributor that the end-user has chosen to work with and they can be detailed in a formal quotation so that a final total price point is determined and known by both parties involved.</p> <p>Please keep in mind that the Sourcewell member can also deal with Draeger, Inc. on a direct basis and thus this same rationale would apply.</p>
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping charges will be handled in accordance with Draeger, Inc.'s standard policy. Orders that are under \$15,000.00 will be marked as Prepay and Add, thus the customer will be responsible for the applicable shipping charge. Orders with a value of \$15,000.00 and over will be shipped Prepaid within the Continental U.S., thus there will be no shipping charges passed onto the customer. All orders shipped outside the Continental U.S. (Alaska and Hawaii) will be shipped Prepay and Add, thus the customer will be responsible for these shipping charges regardless of the value of the order. Because of the typical size of Engineered Solutions (ES) training systems, shipping charges will always be marked as Prepay and Add for this product line and thus the customer will be responsible for all delivery charges associated with these particular items.

65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As described previously, all shipping/delivery charges to customer locations outside of the Continental U.S. (Alaska, Hawaii or any offshore delivery) shall always be marked as Prepay and Add, thus these applicable shipping/delivery charges will be the responsibility of the customer. Draeger has not offered this potential contract to any Canadian customers, thus no Canadian sales will be accepted.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The delivery method shall always be at the sole discretion of Draeger, Inc. We most commonly use FEDEX for our standard deliveries, but also UPS when required. For large deliveries, we use a number of different motor freight companies to perform these delivery services and again, this shall be Draeger's choice to determine the shipping method.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Draeger offers a range of pricing to our various customers; however the pricing that has been offered to Sourcewell is the same or better than other cooperative type procurement organizations or other state contracts.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
68	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>The business transactions conducted under this potential contract mechanism from the quoting process through delivery shall primarily be through one of the selected authorized distributors that Draeger has named to represent us under any potential award. Please see the attached list of authorized distributors.</p> <p>However, as previously stated in other related questions, Draeger, Inc. reserves the right to conduct business with any Sourcewell member on a direct basis as well.</p> <p>The authorized distributor that processes the award/order shall then be the responsible organization to perform any applicable quarterly sales reporting to Sourcewell and the authorized distributor shall also be the organization to remit the administrative fee associated with the particular award/order to Sourcewell.</p> <p>If Draeger, Inc. were to take a direct award/order from a Sourcewell member, then Draeger shall be performing the applicable quarterly sales reporting and responsible for the payment of the associated Administrative Fee that is tied to that particular award/order.</p>
69	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.	<p>Draeger's success under this potentially awarded contract will generally be tracked by our Regional Sales Managers that are assigned to manage and work with our authorized distribution partners. As each of our Regional Sales Managers are tied to specific authorized distributors that cover the applicable sales territory that the Regional Sales Manager has responsibility for maintaining. Therefore since they have an intimate relationship with these assigned distributors, they will certainly be kept abreast of the awards that the distributor may have received as a result of this contract mechanism.</p> <p>Conversely, Draeger, Inc. will also track and monitor any orders that have been worked on a direct basis with a Sourcewell member.</p>
70	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.)	<p>The proposed administrative fee that our authorized distributors or Draeger, if the order is taken directly, will pay Sourcewell as part of this contractual agreement is in the amount of 1 (ONE) percent. This 1% will apply to only the actual products and services procured by the customer and identified on the Draeger published price list by a unique Draeger part number. Additional charges that may apply on some orders are not to be included in the administrative fee calculation.</p>

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

Line Item	Question	Response *
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>In general terms, Draeger, Inc. supplies both respiratory protection equipment and gas detection devices, as well as, fire fighting training systems that are included within our Engineered Solutions product line. There is a very wide range of product offering within these general categories to include self-contained breathing apparatus, escape respirators, supplied air respirators, thermal imaging cameras, various masks and filters, portable gas detection monitors, Dräger gas detector tubes and many more. We have included some general product literature for your review, while detailed product specific literature/data sheets are available based upon the needs of your members.</p> <p>The numerous products appearing on Draeger, Inc.'s 2024 published price list are within the range of products requested within this RFP, related equipment commonly used by this same end-user customer base, accompanying accessories, testing equipment and associated spare or replacement parts.</p> <p>A copy of Draeger, Inc.'s 2024 published price list has been included as part of the overall submittal.</p>
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Draeger, Inc. has provided three product categories within the 2024 Price List that has been submitted for use with this RFP and any resulting contract award.</p> <p>The first is entitled General Safety Products and this category generally houses the majority of the products within our offering including self-contained breathing apparatus and related equipment and accessories.</p> <p>The second is entitled Engineering Solutions (ES) Products and this category generally contains training systems and accessories related to users of self-contained breathing apparatus such as fireman, other first responders, industrial specialist, etc.</p> <p>The third is entitled Service Spare Parts and this category contains specific service related spare parts that have a limited discount allowance within the Draeger, Inc. system. Although we are still offering a 5% discount to Sourcewell members for this particular category.</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
73	Self-contained breathing apparatus (SCBA) and supplied air breathing apparatus (SABA)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Draeger offers a wide range of self-contained breathing apparatus from fire fighting to industrial applications.
74	Breathing air compressor and compressor systems, including mobile and stationary fill stations, cascade systems, purification, and storage	<input checked="" type="radio"/> Yes <input type="radio"/> No	Draeger offers cascade systems and accessories. Compressor system requirements could be discussed with our Engineered Solutions Group, as these are more of a customized item and thus require a dedicated quote to match the exact needs of the customer.
75	Related equipment and accessories related to the offering of 71 - 72 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	The related equipment is quite far reaching as the typical SCBA user often times has the need for other Dräger products to be fully protected within the environment that they are exposed to in order to perform the job or task at hand.
76	Services related to the equipment described in 71 - 72 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Draeger, Inc. offers various forms of service to keep the Dräger equipment fully functional and within factory specifications.

## 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](#) - Draeger Inc. - 2024 Sourcewell Price List.pdf - Wednesday January 17, 2024 14:05:33
  - [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Wednesday January 17, 2024 14:02:03
  - [Marketing Plan/Samples](#) - Corporate Brochures and Product Literature.zip - Wednesday January 17, 2024 14:55:23
  - [WMBE/MBE/SBE or Related Certificates](#) - Certifications.zip - Wednesday January 17, 2024 14:24:13
  - [Warranty Information](#) - Warranty Information.zip - Wednesday January 17, 2024 14:29:29
  - [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Wednesday January 17, 2024 14:17:06
  - [Requested Exceptions](#) - Sourcewell Sample Contract - Draeger Inc. - Edits.docx - Wednesday January 17, 2024 14:32:12
  - [Upload Additional Document](#) - Additional Documents.zip - Wednesday January 17, 2024 14:52:13

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

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

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

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_3_Self_Contained Breathing Apparatus_RFP_011824</b> Fri January 12 2024 11:10 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_Self_Contained Breathing Apparatus_RFP_011824</b> Wed December 27 2023 08:49 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Self_Contained Breathing Apparatus_RFP_011824</b> Tue December 12 2023 05:20 PM	<input checked="" type="checkbox"/>	1

## **Draeger #011824-DRG**

Pricing for contract #011824-DRG offers Sourcewell participating agencies the following discounts:

- General Safety Products – 15% Discount Off List Prices
- Engineered Solutions (ES) Products – 2% Discount Off List Prices
- Service Spare Parts – 5% Discount Off List Prices
- Additionally, volume discounts may be available on a case-by-case basis

**Solicitation Number: RFP #011824****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Interspiro Inc., 10225 82<sup>nd</sup> Avenue, Pleasant Prairie, WI 53158 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment 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.

**EXPIRATION DATE AND EXTENSION.** This Contract expires March 29, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **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 or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

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

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

### 3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily 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 or its authorized dealers, distributors, or resellers, as applicable. 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 Sourcwell for this Contract and must provide prompt notice to Sourcwell 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, performance issues, 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 Sourcewell 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 Contract 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, 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. *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 liability-completed operations

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell 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 Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

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

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

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

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell 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 cannot 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 a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the 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.

Sourcewell

Interspiro Inc.

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 4/4/2024 | 1:46 PM CDT

DocuSigned by:  
*Don Reycroft*  
By: 9E0F095BA05A49D...  
Don Reycroft  
Title: Director of Sales Americas  
Date: 4/4/2024 | 11:38 AM PDT

# RFP 011824 - Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment

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## Vendor Details

Company Name: Interspiro Inc.  
Address: 10225 82nd Avenue  
Pleasant Prairie, Wisconsin 53158  
Contact: Kaitlyn Taylor  
Email: Kaitlyn.Taylor@Interspiro.com  
Phone: 262-455-3495  
HST#: 06-1320208

## Submission Details

Created On: Wednesday December 20, 2023 10:17:02  
Submitted On: Thursday January 18, 2024 13:49:16  
Submitted By: Kaitlyn Taylor  
Email: Kaitlyn.Taylor@Interspiro.com  
Transaction #: ef02d0ec-1e35-462f-bcaa-c201dd199cad  
Submitter's IP Address: 97.99.229.72

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## 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")	Interspiro Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Ocenco Inc.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	47432
5	Proposer Physical Address:	10225 82nd Avenue, Pleasant Prairie, WI 53158
6	Proposer website address (or addresses):	<a href="https://Interspiro.us/">https://Interspiro.us/</a> <a href="https://Interspiro.com/">https://Interspiro.com/</a>
7	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):	Don Reycroft Director of Sales, Americas 10225 82nd Avenue, Pleasant Prairie, WI 53158 (262) 771-8181 Don.Reycroft@Interspiro.com
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kaitlyn Taylor Regional Sales Manager 10225 82nd Avenue, Pleasant Prairie, WI 53158 (Texas based) Kaitlyn.Taylor@Interspiro.com (262) 455-3495
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tim Hammes - Inside Sales & Customer Service Manager 10225 82nd Avenue, Pleasant Prairie, WI 53158 Tim.Hammes@Interspiro.com (262) 947-9000 Andre DePass - Regional Sales Manager, Southeast – TN, NC, SC, GA, AL, MS, FL & Bermuda 10225 82nd Avenue, Pleasant Prairie, WI 53158 (Georgia based) AndreDePass@interspiro.com (404) 626-2839 J.D. Laird - Regional Sales Manager, Northeast – ME, VT, NH, MA, RI, CT, NY, NJ, MD, DE, DC, PA, VA, WV, OH, KY, IN & MI 10225 82nd Avenue, Pleasant Prairie, WI 53158 (Ohio based) John.Laird@Interspiro.com (614) 886-8318 Kaitlyn Taylor - Regional Sales Manager, Lower Midwest – TX, LA, AR, KS, CO, OK, NM & MO 10225 82nd Avenue, Pleasant Prairie, WI 53158 (Texas based) Kaitlyn.Taylor@Interspiro.com (262) 455-3495 Aaron O'Brien - Technical Sales Manager Dive 10225 82nd Avenue, Pleasant Prairie, WI 53158 (Florida based) AaronObrien@Interspiro.com (262) 960- 3168

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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10	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.	Founded in 1904 and part of the US-based Ocenco group since 2003, Interspiro develops respiratory protection and regulators used by firefighters, underwater divers and underground mining operations all over the world. Since the beginning our mission has been to improve the safety for those that work in non-breathable environments. Today millions of our products are used by rescue divers, firefighters and rescue workers all across the globe. We started with respiratory protection for non-breathable situations way back in the 1920's and since 1948 Interspiro has worked to improve the safety and efficiency of professional diving. Every day, all around the world, our equipment stands trial to the toughest and most difficult environments. From blazing fires to dark waters. With our global headquarters based in Sweden, our central warehouse and production located in Latvia and sales & service locations in eight countries including our US location in Wisconsin we have achieved global recognition and reach.	*
11	What are your company's expectations in the event of an award?	If Interspiro Inc. receives an award, we will be excited to offer an Interspiro solution that will exceed the expectations of Members. Interspiro Inc. will align with Sourcewell in their solution-based approach. We expect Sourcewell will support Interspiro Inc. in training our sales team regarding the contract implementation process. Through our network of selected authorized distributors and service providers we will relay the benefits of Sourcewell Membership and educate them on processes so that we can continue to offer exceptional support and service throughout the US and Canada. Interspiro Inc. expects to incorporate Sourcewell into our marketing efforts in order to promote the contract and introduce new public agencies to what Sourcewell membership offers. We look forward to working together at appropriate trade shows and marketing events.	*
12	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.	Interspiro AB, as it relates to Interspiro Inc as the US subsidiary, is a leading global provider of respiratory protection and breathing apparatus systems, maintains a robust financial foundation rooted in strategic growth, operational excellence, and a steadfast commitment to innovation and customer satisfaction. Our financial strength and stability are evidenced by our consistent performance, prudent financial management practices, and resilient business model. To provide meaningful insights into Interspiro AB's financial position and stability, we are pleased to submit our Annual Report Balance Sheet for the fiscal years 2021-2022 and 2020-2021. These documents offer a comprehensive overview of our financial health, liquidity, solvency, and operational efficiency, showcasing our ability to navigate market dynamics, manage risks, and capitalize on growth opportunities.	*
13	What is your US market share for the solutions that you are proposing?	Interspiro's market share in the US is roughly 5%.	*
14	What is your Canadian market share for the solutions that you are proposing?	Interspiro's market share in Canada is roughly 10%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Interspiro Inc and Interspiro AB are subsidiaries of Ocenco Incorporated. Ocenco Incorporated has never filed for bankruptcy.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) Our organization is best described as a manufacturer. We have our own dedicated sales team that works directly with end users to promote and distribute our products. Additionally, we maintain a network of distributors throughout the United States and Canada to expand our reach and ensure efficient delivery to various regions. While our sales team members are direct employees of our company, the distributors within our network operate as independent entities that purchase and resell our products to their respective customer bases. This hybrid model allows us to leverage both direct sales efforts and the expansive reach of our distributor network to effectively deliver the products and services proposed in this RFP.	*
17	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.	Interspiro holds current certifications under ISO 9001 and ISO 14001 at the corporate and global levels. Our products comply with essential standards, including NIOSH, NFPA, and CE certifications. Enclosed in our submission are copies of the relevant certificates.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	N/A
20	What percentage of your sales are to the governmental sector in the past three years	Interspiro sales to the government sector is estimated at 10%.
21	What percentage of your sales are to the education sector in the past three years	Interspiro sales to the education sector is estimated at 1% or less.
22	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?	N/A
23	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?	N/A

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
North Texas Fire Academy	Debbie Simmons	(972) 772-3473
Markham FD	Dep. Chief Matt Keay	(905) 415-7521
Montreal FD	Gabriela Izquierdo	(514) 230-0364

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** 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 *
Not Required	Government	Washington - WA	NFPA SCBAs, masks and cylinders	About 40 NFPA packs & masks with 101 cylinders.	About \$300,000
Not Required	Government	New Jersey - NJ	NFPA SCBAs, masks and cylinders	About 50 NFPA packs, about 60 masks and 102 cylinders.	About \$350,000
Not Required	Government	Louisiana - LA	NFPA SCBAs, masks and cylinders	About 40 NFPA packs & masks and 80 cylinders.	About \$230,000
Not Required	Government	Washington - WA	NFPA SCBAs, masks and cylinders	About 20 NFPA packs & masks and 72 cylinders.	About \$175,000
Not Required	Government	ON - Ontario	NFPA SCBAs, masks and chest straps	About 100 NFPA packs & 275 masks and about 100 chest straps.	About \$575,000

**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 *
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26	Sales force.	<p>Interspiro Inc. maintains a strategic presence across the United States through a team comprising four Regional Sales Managers (RSMs), one Inside Sales Customer Service Manager, and one Technical Sales Manager specializing in Dive equipment. Our current organizational structure is meticulously designed to address the diverse needs of Sourcewell participating entities across the U.S. We are in the strategic planning phase to augment our sales force in the forthcoming years, with a focus on expanding the number of RSMs and incorporating specialized trainers to enhance our service offerings.</p> <p>Each member of our sales force is adept at engaging directly with end-users and maintaining collaborative relationships with key stakeholders within our authorized distributor network. It is pertinent to note that while our sales force is comprised of direct employees of Interspiro Inc., a significant portion of our business operations is facilitated through our authorized distributor network. These distributors, though not direct employees, are integral partners representing Interspiro Inc.'s esteemed brand and commitment to excellence.</p>	*
27	Dealer network or other distribution methods.	<p>Interspiro Inc.'s distributor network is strategically positioned across the United States and Canada, ensuring comprehensive coverage and efficient service delivery to Sourcewell participating entities within these regions. Our distributor network encompasses a carefully selected group of partners who align with Interspiro Inc.'s standards of excellence, product expertise, and customer service.</p> <p>As of the current operational framework, our authorized distributor network continues to grow geographically to optimize reach and responsiveness. While these distributors operate independently as separate entities, they undergo rigorous training and alignment sessions with Interspiro Inc. to ensure consistent brand representation, product knowledge, and service quality. A list of these Authorized Distributors is included in the attached documents.</p> <p>The workforce within our authorized distributor network comprises dedicated sales and service professionals, with the exact number of full-time equivalents varying based on individual distributor size and operational requirements. While these professionals are not direct employees of Interspiro Inc., they operate under contractual agreements that mandate adherence to our company's standards, protocols, and values.</p> <p>Collaboration and synergy between our in-house sales force and the distributor network are paramount. Regular communication channels, training sessions, and performance evaluations are established to foster seamless integration, minimize overlaps, and optimize the collective capability to meet the evolving needs of Sourcewell participating entities.</p>	*
28	Service force.	<p>Interspiro is equipped to meet the diverse needs of Sourcewell Members across the U.S. and Canada through our strategically located service center in Pleasant Prairie, WI, staffed by three dedicated technicians ensuring prompt and efficient repairs. Complementing this facility, we have established a broad network of certified technicians employed by authorized distributors throughout the region, trained by certified instructors to deliver consistent, high-quality service and support. Our collaborative approach between sales and service functions ensures seamless communication and coordination, reinforcing our commitment to customer satisfaction, safety, and operational excellence. You will find included with our submission a recent Service Bulletin that outlines some guidance on accessing service in our Pleasant Prairie location.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>For Sourcewell customers, the ordering process is designed for simplicity and efficiency. Entities can directly engage with either our authorized distributors or Interspiro RSMs and employees to initiate inquiries related to purchasing through the Sourcewell agreement. Upon determining the specific products and quantities required, Interspiro Inc. or the respective distributor will promptly provide a comprehensive quote. Upon receipt and review of the quote, the Sourcewell Member will issue a purchase order to finalize the transaction. In our operational model, seamless collaboration between Interspiro Inc. and our authorized distributors is paramount. While the initiation and quoting processes can be facilitated either through our direct sales team or distributors, the ultimate goal remains consistent: to deliver exceptional service and support to Sourcewell Members. Our internal communication channels and coordination mechanisms ensure that the order fulfillment process is streamlined, minimizing complexities for Sourcewell Members. Our team and distributor network work cohesively, sharing information, insights, and resources to expedite order processing and delivery, thereby alleviating pressures and ensuring a smooth experience for all Sourcewell Members.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>At Interspiro, our customer service program predominantly operates through our dedicated RSM and Inside Sales teams. Given that business from this contract award typically commences via our authorized distributors, Sourcewell Members would likely engage directly with the customer service representatives within their chosen distributor. While the structure and processes may vary across our authorized distributor network, we remain committed to facilitating timely responses and support to meet the unique needs and expectations of Sourcewell Members.</p>	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We possess both the ability and willingness to provide our products and services to Sourcewell participating entities across the United States without any limitations.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We possess both the ability and willingness to provide our products and services to Sourcewell participating entities across Canada without any limitations.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Interspiro will provide full service across all states, territories and provinces in the US and Canada. If we do not have a local service tech to support an area products will be shipped to our North America headquarters for any service and repairs.	*
34	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?	We are pleased to confirm that Interspiro Inc. does not have any limitations in serving Sourcewell participating entity sectors. Our organizational capabilities and infrastructure are designed to cater comprehensively to all sectors, including government, education, and not-for-profit entities across the United States and Canada. We maintain a robust operational framework and flexibility that allows us to address the diverse needs of Sourcewell customers without any geographical or contractual restrictions. As such, we are fully committed and prepared to meet the requirements of any Sourcewell participating entity, ensuring consistent quality, service, and support.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	At Interspiro, we are pleased to confirm that there are no specific contract requirements or restrictions imposed on customer located in Hawaii, Alaska, or the U.S. territories. We are committed to fostering inclusivity and accessibility across all regions, ensuring that our respiratory protection and breathing apparatus systems are readily available to meet the unique needs of our customers without any geographical limitations.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	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>Targeted Outreach: Utilize our established network of sales professionals and distributors across the United States and Canada to engage directly with potential Sourcewell participating entities. This involves personalized communications and informational sessions emphasizing the advantages of partnering with Interspiro through the Sourcewell contract.</p> <p>Digital Marketing: Harness our digital platforms, such as our company website, email, and social media channels, to broadcast information about the Sourcewell contract opportunity. Implement targeted advertising campaigns aimed at government agencies within the Sourcewell network.</p> <p>Trade Shows &amp; Events: Engage in pertinent industry trade shows, conferences, and events attended by Sourcewell members. This offers an avenue to showcase our products, interact directly with decision-makers, and foster relationships with potential customers.</p> <p>Awareness &amp; Simplification: Proactively educate both existing and prospective customers about the straightforward process of becoming a Sourcewell member. Emphasize the benefits, including streamlined procurement of Interspiro products and access to a broad range of solutions tailored to their specific needs. By simplifying the membership process, we aim to empower entities to capitalize on the efficiencies and advantages offered by Sourcewell, enhancing their overall operational effectiveness.</p> <p>Feedback &amp; Adaptation: Continuously solicit feedback from our sales team, distributors, and customers within the Sourcewell network to refine our marketing strategies. Adapt our approach based on insights, market trends, and evolving customer needs to ensure maximum effectiveness and impact.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Interspiro leverages technology and digital platforms to enhance our marketing effectiveness and will continue this practice to promote collaboration with Sourcewell. Our authorized distributors will be encouraged to prominently display the Sourcewell logo, contract name/number on their corporate websites, and utilize relevant social media channels to engage with end-users effectively. Additionally, Interspiro will integrate the Sourcewell logo across our email communications and official website to reinforce our partnership and commitment. Furthermore, we will actively promote the contract on our social media platforms, emphasizing the benefits of Sourcewell membership to simplify and streamline the procurement process for end-users.
38	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?	Interspiro Inc. recognizes Sourcewell's pivotal role in streamlining procurement for U.S. and Canadian governmental, educational, and nonprofit entities. Upon receiving a Sourcewell-awarded contract, we'll prioritize internal alignment through targeted team training, ensuring seamless integration of contract terms and requirements into our sales processes. Our dedicated support team will address Sourcewell-related inquiries promptly, while our marketing initiatives will spotlight the contract's benefits to both existing and potential customers. Additionally, fostering collaboration with Sourcewell remains paramount; we'll actively engage in relevant events and initiatives to amplify visibility and enhance partnership opportunities, ensuring optimal value delivery to Sourcewell members.
39	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.	No, our products are not available for purchase through an e-procurement ordering process. Given the intricate specifications and configurations of our offerings, we prioritize a hands-on approach to ensure precise product alignment with each customer's requirements. This tailored approach allows us to maintain quality assurance and customer satisfaction by facilitating direct engagement throughout the ordering process, ensuring optimal product selection and deployment for our customers.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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40	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>We understand the critical importance of ensuring that Sourcewell Members are proficient in the use and maintenance of our respiratory protection equipment. Operational training for our products is primarily provided by our authorized distributors who have an in-depth understanding of Interspiro equipment. This training encompasses fundamental product operations, safety protocols, and essential guidelines for calibration and usage. Additionally, in specific instances, Interspiro's dedicated sales representatives may also conduct this training to ensure Sourcewell Members are well-acquainted with our offerings.</p> <p>In line with our commitment to empowering end-users, Interspiro offers specialized maintenance training exclusively conducted by Interspiro certified instructors. This comprehensive program equips select individuals within the Sourcewell Member organizations with the skills and knowledge required to perform routine maintenance, minor repairs, and troubleshooting, thereby minimizing equipment downtime and enhancing operational efficiency.</p> <p>For transparency and clarity, operational training is provided at no charge to Sourcewell Members, reflecting our commitment to foundational user proficiency. In contrast, the cost for maintenance training varies based on individual circumstances and requirements.</p>	*
41	Describe any technological advances that your proposed products or services offer.	<p>At Interspiro, innovation and technological advancement are at the heart of our mission to provide superior respiratory protection solutions. Committed to our ethos of 'Safety First,' we continually invest in cutting-edge research and development to enhance the capabilities and reliability of our products. Our latest advancements focus on optimizing user comfort, increasing operational efficiency, and ensuring uncompromised safety in diverse and challenging environments. By leveraging state-of-the-art materials, advanced engineering techniques, and user-centric design principles, we have introduced features such as improved ergonomics, enhanced durability, and intuitive interfaces across our product range. Furthermore, our collaboration with industry experts and rigorous testing protocols ensures that our offerings not only meet but exceed the stringent standards set by regulatory bodies. At Interspiro, our dedication to technological excellence ensures that our customers receive innovative, reliable, and high-performance respiratory protection solutions tailored to their evolving needs.</p>	*
42	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>Given the technical nature of our products, our green initiatives are somewhat limited. However, Interspiro utilizes recycled materials where feasible and actively participates in recycling programs at our headquarters.</p>	*
43	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>Currently, our products proposed under this RFP opportunity do not hold third-party certifications specifically related to green initiatives or sustainability factors.</p>	*
44	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>Interspiro Inc., being a subsidiary of a global entity, falls under the classification of a large business. However, we collaborate with authorized distributors that hold certifications as small, veteran-owned, or women/minority-owned businesses, thereby actively supporting small business initiatives.</p>	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Our commitment goes beyond merely providing respiratory protection solutions; we focus on delivering unparalleled safety, versatility, and user-centric features that set us apart in the industry, especially for Sourcewell Members. Here's what distinguishes our offerings:</p> <p>Reliable Electronic Features with Mechanical Backup: Understanding the critical nature of our equipment, every electronic feature is meticulously designed to have a robust mechanical backup, ensuring continuous functionality even in challenging environments.</p> <p>Ergonomic and Versatile Design: Our SCBA harness stands out due to its ergonomic design, ensuring maximum comfort and functionality. With easy size adjustment in four distinct positions, users can tailor the fit to their specific needs. The design promotes optimal weight distribution, with the body-shaped hip belt and ergonomically shaped shoulder straps, preventing undue pressure on the neck muscles. This thoughtful design allows users to carry 80% of the weight on their hips, ensuring unrestricted motion and enhanced safety.</p> <p>Mask-Mounted Regulator: Our innovative mask-mounted regulator offers a host of advantages. Its low-profile design ensures a broader field of vision, promoting user awareness in critical situations. The secure connection guarantees a superior mask seal, clearer speech communication, and easier breathing, all while eliminating the risk of cross-contamination. Furthermore, the strategic placement of the exhalation valve on the chin mitigates the risk of mask freezing, ensuring consistent performance in diverse conditions.</p> <p>Ambient Air Hatch: Recognizing the importance of operational efficiency, our SCBA features a user-friendly hatch for ambient air. This feature allows users to don their equipment while conserving cylinder air. With a simple click on the chin, users can seamlessly transition to cylinder air, ensuring uninterrupted operation and safety.</p>
46	Describe compliance to applicable national standards such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	<p>Our products rigorously adhere to the latest National Fire Protection Association (NFPA) standards, ensuring stringent compliance with industry benchmarks for safety and performance. Copies of NFPA approval are attached.</p>
47	Describe how your product can be cleaned and decontaminated to prevent exposure to carcinogens.	<p>To prevent exposure to carcinogens, Interspiro's SCBA must undergo regular cleaning and maintenance procedures outlined in our manual. Users are advised to clean the apparatus and face mask using specified disinfectants like Georgia Steel FG350 Fresh Gear cleaner/disinfectant or Interspiro p/n 32447-05 BA Manual cleaner 5L. It's crucial to avoid using bleach or alcohol-based products, as these can degrade the equipment. Following each use, thorough cleaning, inspection, and disinfection are essential. Additionally, any signs of wear or damage should prompt immediate service by an authorized Interspiro service agent to ensure safety and efficacy. To enhance safety against carcinogen exposure, Interspiro has innovated its product line, specifically with the introduction of our latest version, the S9 Incurve. Recognizing the findings from cancer research, we have meticulously redesigned this model by minimizing the use of textile materials, which are particularly absorbent to carcinogens. Instead, the S9 Incurve features a streamlined rubber design that facilitates easier decontamination and faster drying post-use. Additionally, recognizing user preferences, we offer both textile and rubber head harness options across our mask range. This thoughtful design evolution underscores our commitment to prioritizing user safety and ease of decontamination, aligning with evolving health and safety standards.</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 *
48	Do your warranties cover all products, parts, and labor?	Our warranty provides comprehensive coverage for various components. Specifically, Interspiro warrants that the SCBA will be free from defects in material and workmanship for a period of fifteen years to the original customer. This warranty encompasses the backpack, harness, pneumatics, pneumatic hoses, backpack-mounted system electronics, heads-up display, facepiece, and cylinder. However, it's essential to note that accessories, batteries, and carry cases are exceptions and are not covered under this warranty. Our warranty ensures that defects are addressed through repair, replacement, or alteration at Interspiro's discretion, provided the products are handled according to our specified instructions. Therefore, while our warranty offers extensive coverage for the primary components, certain exceptions apply to specific items and accessories. *
49	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our warranty stipulates that claims may not be possible if: a) The products have been used for purposes other than their intended use, or if they have been used, maintained, or stored inappropriately. b) The products have been repaired or altered by the customer or a third party without prior approval from Interspiro. c) Damage, defects, or faults have arisen due to negligence by the customer or a third party or as a result of improper use, alteration, or adjustment not in accordance with Interspiro's instructions, or due to normal wear and tear.  In summary, while the warranty provides extensive coverage for specific components of the product, it does impose usage restrictions and limitations that could adversely affect coverage under certain circumstances. *
50	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Our warranties cover labor costs for repairs but do not include travel expenses for technicians. *
51	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?	Yes, there are potential geographic regions within the US and Canada where it may not be feasible to dispatch a certified technician for warranty repairs. In such instances, Sourcewell Members in these areas would be required to ship the pack to our headquarters located in Wisconsin for necessary service and repairs. *
52	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?	Yes, our warranty encompasses all components of the product, regardless of the original equipment manufacturer. *
53	What are your proposed exchange and return programs and policies?	We approach exchanges and returns with a tailored, case-by-case evaluation to ensure customer satisfaction. Requests can be facilitated through our respective Regional Sales Managers or conveniently processed via our official website, ensuring a streamlined and professional handling of all inquiries. *
54	Describe any service contract options for the items included in your proposal.	Interspiro Inc. does not provide service contract options directly. However, certain authorized dealers included in this RFP may offer their own service contracts at their discretion. *

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Interspiro offers payment terms of NET 30 days and accepts a wide range of payment methods. Additionally, it's important to note that our authorized distributors may have their specific payment terms that should be taken into consideration.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Interspiro does not offer any leasing or financing options at this time.	*
57	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.	N/A	*
58	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?	Yes, we accept the P-card procurement and payment process. There is no additional fee for Sourcwell participating entities using this method.	*

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing model is designed for simplicity and transparency. We offer a flat 15% discount off MSRP. In the attached documents, you will find comprehensive pricing information, including the standard/list pricing, Sourcewell's discounted pricing, and SKUs for each item along with detailed descriptions. We are committed to ensuring that Sourcewell and its members have easy access to all necessary pricing details. Additionally, upon reaching out to either Interspiro or our authorized dealers, Sourcewell members will be informed of any ongoing promotional specials for further cost savings. All pricing is listed in USD, conversions will be made for Candian inquires via the quote process.
60	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.	Our discount will be 15% off MSRP.
61	Describe any quantity or volume discounts or rebate programs that you offer.	While we do not offer specific volume discounts or rebate programs, we regularly run promotional specials throughout the year. These specials are designed to provide cost savings on specific items, allowing our clients to benefit from competitive pricing and valuable opportunities. We believe in offering consistent value through these promotions to meet the diverse needs of our customers.
62	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.	N/A
63	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.	No, there aren't any additional fees associated with the total cost of acquisition beyond the pricing submitted.
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Once a shipment is prepared, we meticulously evaluate rates from leading carriers to secure the most cost-effective option. Subsequently, we prepay the freight or shipping charges and transparently incorporate these costs into the customer's invoice, ensuring clarity and efficiency in our delivery process.
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For shipments to Alaska, Hawaii, Canada, or any offshore locations, our shipping process aligns seamlessly with our standard procedures for deliveries within the continental US, ensuring consistent and reliable service across all regions.
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	In situations requiring expedited shipments or specific delivery preferences, we address each request on a case-by-case basis to accommodate unique requirements and ensure optimal service.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	d. other than what the Proposer typically offers (please describe).	This pricelist is unique to Sourcewell.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
68	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.	To ensure rigorous compliance with our proposed contract with Sourcewell, Interspiro is committed to implementing a robust self-audit process. This process will involve periodic audits conducted by our dedicated team to verify alignment with Sourcewell's contract terms. A crucial aspect of these audits will be meticulous tracking and verification of administrative fees remitted to Sourcewell, ensuring accurate and timely submissions. Additionally, leveraging internal metrics related to sales performance and revenue growth will provide valuable insights.
69	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.	<p>Contract Compliance: Regularly reviewing compliance with Sourcewell's contract terms, including pricing, delivery schedules, and service-level agreements, will ensure alignment with the agreed-upon terms and conditions.</p> <p>Sales and Revenue Growth: Tracking sales performance, revenue generated through the contract, and comparing it with predetermined targets will help us assess the contract's financial impact and identify areas for growth.</p> <p>By closely monitoring these internal metrics, Interspiro aims to maintain transparency, accountability, and continuous improvement throughout our partnership with Sourcewell and its participating entities.</p>
70	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.)	In the event that we are awarded a contract, Interspiro proposes an administrative fee of 1% to be paid to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract. This fee structure is designed as a percentage of Vendor sales under the contract and is not intended as a line-item addition to the members' cost of goods.

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

Line Item	Question	Response *
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Interspiro specializes in providing a comprehensive range of breathing apparatus and auxiliary equipment designed for use in hazardous environments, both on land and in water. For the scope of this RFP, our primary focus centers on our NFPA and NIOSH approved Self-Contained Breathing Apparatus (SCBA) commonly used within the US and Canada. Additionally, we offer a variety of optional features that enable full customization of each configuration, ensuring alignment with the specific requirements and preferences of the end-user.
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Self-Contained Breathing Apparatus (SCBA)

**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	
73	Self-contained breathing apparatus (SCBA) and supplied air breathing apparatus (SABA)	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer both NFPA and NIOSH SCBAs.	*
74	Breathing air compressor and compressor systems, including mobile and stationary fill stations, cascade systems, purification, and storage	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
75	Related equipment and accessories related to the offering of 71 - 72 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer all types of accessories for SCBAs such as spectacle kits, neck straps, etc.	*
76	Services related to the equipment described in 71 - 72 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Interspiro and our distributors offer annual flow testing and other service and maintenance that may be needed.	*

**Table 15: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 77. NOTICE:** To identify any exception, or to request any modification, to Sourcwell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

**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 Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
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 11 Line 59 - Pricing - Sourcwell Price List 2024.pdf - Thursday January 18, 2024 12:22:36
  - [Financial Strength and Stability](#) - Table 2 Line 12 - Financial Strength.zip - Thursday January 18, 2024 12:22:51
  - Marketing Plan/Samples (optional)
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Table 9 Line 48 - Warranty - Interspiro Fifteen Year Warranty Jan 2020[2171].pdf - Thursday January 18, 2024 12:23:08
  - Standard Transaction Document Samples (optional)
  - Requested Exceptions (optional)
  - [Upload Additional Document](#) - Additional Information.zip - Thursday January 18, 2024 12:25:36

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

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

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

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_3_Self_Contained Breathing Apparatus_RFP_011824</b> Fri January 12 2024 11:10 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_Self_Contained Breathing Apparatus_RFP_011824</b> Wed December 27 2023 08:49 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Self_Contained Breathing Apparatus_RFP_011824</b> Tue December 12 2023 05:20 PM	<input checked="" type="checkbox"/>	1

## Interspiro #011824-INT

Pricing for contract #011824-INT offers Sourcewell participating agencies the following discounts:

- 15% discount off MSRP for Sourcewell members

**Solicitation Number: RFP #011824****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and L.N. Curtis & Sons, 185 Lennon Lane, Suite 110, Walnut Creek, CA 94598 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment 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.

**EXPIRATION DATE AND EXTENSION.** This Contract expires March 29, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **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 or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

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

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

### 3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily 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 or its authorized dealers, distributors, or resellers, as applicable. 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 Sourcwell for this Contract and must provide prompt notice to Sourcwell 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, performance issues, 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 Sourcewell 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 Contract 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, 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. *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 liability-completed operations

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell 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 Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

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

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

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

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell 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 cannot 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 a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the 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.

Sourcewell

L.N. Curtis & Sons

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer

DocuSigned by:  
*Angela Mackey*  
By: 0481CBDBFB8F456...  
Angela Mackey  
Title: Director of Customer Service  
Fire/Rescue

Date: 4/22/2024 | 1:20 PM CDT

Date: 4/22/2024 | 12:51 PM CDT

# RFP 011824 - Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment

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## Vendor Details

Company Name: L.N. Curtis & sons  
Does your company conduct business under any other name? If yes, please state: Curtis  
Address: 185 Lennon Lane  
Suite 110  
Walnut Creek, CA 94598  
Contact: Angela Mackey  
Email: amackey@lncurtis.com  
Phone: 206-305-4057  
HST#:

## Submission Details

Created On: Friday January 12, 2024 10:45:42  
Submitted On: Thursday January 18, 2024 16:03:00  
Submitted By: Angela Mackey  
Email: amackey@lncurtis.com  
Transaction #: ccad574f-beff-4119-9273-28b3edfb9f33  
Submitter's IP Address: 73.11.118.189

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## 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")	L.N. Curtis & sons (Curtis)
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Curtis / L.N. Curtis / LNCurtis
4	Provide your CAGE code or Unique Entity Identifier (SAM):	5E720
5	Proposer Physical Address:	185 Lennon Lane, Suite 110 Walnut Creek, CA 94598
6	Proposer website address (or addresses):	<a href="https://lncurtis.com/">https://lncurtis.com/</a>
7	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):	Angela Mackey, Director of Customer Service Fire/Rescue 185 Lennon Lane, Suite 110 Walnut Creek, CA 94598 AMackey@LNCurtis.com   206-305-4057
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Angela Mackey, Director of Customer Service Fire/Rescue 185 Lennon Lane, Suite 110 Walnut Creek, CA 94598 AMackey@LNCurtis.com   206-305-4057
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jeff Curtis, Vice President 185 Lennon Lane, Suite 110 Walnut Creek, CA 94598 JCurtis@LNCurtis.com   510-268-3325

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Our values have remained as our foundation through 95 years of successfully supporting emergency responders: Quality, Service, Integrity and Caring.</p> <p>Curtis is a company whose principal product is service; whose principal resource is people; and, whose principal purpose is to be a distinguished leader in the field of supplying firefighting, search &amp; rescue, safety, HAZMAT and emergency products/services. The company and its employees are proud to be associated with America's emergency responders; our country's bravest and best.</p> <p>Since 1929, Curtis has been delivering exceptional customer service and a comprehensive line of firefighting and emergency products and services to local, state, and federal agencies throughout the United States and to various U.S. Government agencies located worldwide.</p>

11	What are your company's expectations in the event of an award?	<p>In the event of an award, Curtis will maintain the highest level of customer service for Sourcewell's members by delivering exceptional customer service and a comprehensive line of firefighting and emergency products and services to local, state, and federal agencies throughout the United States and to various U.S. Government agencies locate worldwide.</p> <p>Curtis will maintain the existing high level of customer service as a premier provider for equipment to first responders. This will be done by fulfilling customer requirements, accurately, timely and with significant value. Curtis expects to make the ensuing contract very valuable to Sourcewell and to the membership.</p> <p>Curtis expects to make a fair profit and will maintain the existing high level of customer service we've been providing to Sourcewell member agencies under current contracts 032620 &amp; 040220 since 2020.</p>	*
12	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.	Please refer to the attached document "Curtis Financial Statements 12312023"	*
13	What is your US market share for the solutions that you are proposing?	For our primary market which is the Western 13 states, we have anywhere from a 25% market share to a 50% market share, depending on the segment or product category.	*
14	What is your Canadian market share for the solutions that you are proposing?	Curtis does not sell into the Canadian market at this time.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Curtis has never petitioned for bankruptcy protection.	*
16	<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>a) Curtis is a distributor/dealer/reseller for all brands and models that are included in this proposal.</p> <p>Curtis partners with the best suppliers in the industry. We have over 25 full-time field service technicians plus (6) service centers spread throughout the Western states.</p> <p>Please note that written authorization from our manufacturers is available on request.</p>	*
17	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.	Curtis holds a license to conduct business in the thirteen Western States, with 12 facilities spread throughout Washington, Oregon, Colorado, Utah, Arizona, Idaho, Nevada, and California.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Curtis has never been suspended or excluded (debarred) from participating in any program, contract, or other business opportunity by any customer or group of customers.	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Curtis has received multiple dealer recognition awards from industry manufacturers for high achievement, including from Globe, MSA, Workrite, Hurst, and more.	*
20	What percentage of your sales are to the governmental sector in the past three years	Government/Municipal = 99+%	*
21	What percentage of your sales are to the education sector in the past three years	Education entities comprised less than 1% of total corporate sales.	*
22	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>Curtis has several cooperative purchasing contracts in place at the state, regional, and national levels. Of note:</p> <p>NPPGov: Sales on these multiple nation-wide contracts have gross sales, on average, of two-million dollars per reporting quarter.</p> <p>Houston-Galveston Area Council: Sales on these multiple nation-wide contracts have gross sales, of on average, approximately ten-thousand dollars per reporting quarter.</p> <p>GSA: Sales on this national/world-wide cooperative, of on average, approximately four-million dollars per year.</p>	*
23	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?	Curtis is conducting activities in support of our second twenty-year GSA contract (GSA Contract 47QSWA18D009Y). Sales have averaged in excess of four-million dollars, per year.	*

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Montebello City Fire Dept, CA	Captain Matt Beveridge	323-887-4512	*
Quincy Fire Protection District CA	Frank Carey	530-283-0870	*
Pie Town Fire and EMS, NM	Fire Chief Megan Bartasevich	602-453-3911	*

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** 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 *
Defense Logistics Agency (DLA)	Government	Pennsylvania - PA	Provide a wide array of firefighting equipment, SCBA , Air Products, technical services, and related equipment, serving a worldwide DoD customer base.	Range from a few hundred dollars to a millions of dollars	Averaging approximately twenty-million dollars per years, 2020 - 2023
General Services Administration (GSA)	Government	Texas - TX	Provide a wide array of firefighting equipment, SCBA , Air Products, technical services, and related equipment and services for a worldwide federal agency customer base.	Range from a few hundred dollars to a few thousand dollars	Averaging approximately four-million dollars per year
The County of Los Angeles Fire Dept	Government	California - CA	Provide a wide array of firefighting equipment, tools, uniforms, PPE, technical services, and related equipment,	Averages around \$50,000+	Average yearly sales volume totals approximately \$2M+
Clark County Fire Department	Government	Nevada - NV	Provide a wide array of firefighting equipment, SCBA , Air Products, technical services, and related equipment,	Averages around \$95,000+	Average yearly sales volume totals approximately \$3M+
The City of Los Angeles Fire Dept	Government	California - CA	Provide a wide array of firefighting equipment, tools, uniforms, PPE, technical services, and related equipment,	Averages around \$50,000+	Average yearly sales volume totals approximately \$2.5M+

**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 *

26	Sales force.	<p>The Curtis Operation Center is the primary resource available to our customers for receiving technical and product support and customer service. Curtis' Fire &amp; Emergency Services Operation Centers are located in the following locations:</p> <p>Curtis Walnut Creek Operations Center - Corporate HQ Special Program Office (Programs and Contracts Management) 185 Lennon Lane, Suite 110 Walnut Creek, California 94598</p> <p>Curtis Intermountain Operations Center - Fulfillment Center 1635 Gramercy Road Salt Lake City, Utah 84101</p> <p>Curtis Northwest Operations Center 6507 S. 208th Street Kent, Washington 98032</p> <p>Curtis Pacific North Operations Center 6723 Sierra Court, Suite C Dublin, CA 94568</p> <p>Curtis Pacific South Operations Center 15523 Carmenita Road Santa Fe Springs, CA 90670</p> <p>Curtis Southwest Operations Center 4647 South 33rd Street Phoenix, AZ 85040</p> <p>Curtis PPE Care &amp; Maintenance (Main Facility) 517 West Sunset Road Henderson, NV 89011</p> <p>Curtis Customer Service will support the Sourcewell Program in several critical areas of sales support who provide face-to-face, in person customer contact for sales and marketing activities; product (technical and sales) information; on-site service activities; and monitoring of customer satisfaction. The sales force is directly supported by 40+ customer service reps and specialists on a daily basis.</p> <p>See attached document "Curtis-Sales-Territories-Map"</p>	*
27	Dealer network or other distribution methods.	Other than local, regional, national and international shipping companies, Curtis will deploy no additional distribution channel networks.	*

28	Service force.	<p>In addition to providing significant pre-sales support and services, Curtis deploys teams to provide significant post-sales support to our customer community:</p> <ul style="list-style-type: none"><li>• Warehousing &amp; Inventory—logistics management and inventory control specialists who ensure the right parts go to the right customer.</li><li>• Marketing Specialists—provides educational information and familiarization on a wide array of SCBA and Breathing Air industry topics; product families and industry-specific standards, specifications and requirements. Areas of expertise include F&amp;ES training, breathing air compressors, personal protective equipment, self-contained breathing apparatus, respirators, rescue tools and equipment, thermal imaging, hydraulics and water flow, and gas detection. product families and industry-specific standards, specifications and requirements. Areas of expertise include F&amp;ES training, breathing air compressors, personal protective equipment, self-contained breathing apparatus, respirators, rescue tools and equipment, thermal imaging, hydraulics and water flow, and gas detection.</li><li>• Factory-certified Product Technicians—provides in-house and mobile repair and maintenance services; warranty repairs, and annual, or as requested preventative maintenance.</li><li>• Personal Protective Equipment and Ensemble Care &amp; Maintenance—A five-facility operation, provides inspection, cleaning, and repair services of personal protective equipment to all National Fire Protection Association (NFPA) standards.</li><li>• Manufacturer Field and Product Technician Teams—Curtis has access to supplier specialists and technical teams for customer support and education.</li><li>• CurtisCARE—Curtis provides our customers with education and on-boarding support, inspection, repair and maintenance services for SCBA, Compressors, Small Engine Repair, and other related products.</li></ul> <p>See attached "Curtis Care"</p>
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29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Curtis Procedures for Processing Orders</p> <p>Curtis has developed straight forward procedures for order processing. Our order handling procedures are consistently applied to process routine, urgent, and emergency orders, product returns, and discrepant orders. Order processing is fully integrated into our automated distribution software platform (Oracle-NetSuite). This electronic system provides our sales, marketing, purchasing, accounting, and management with real time order status, while tracking inventory and shipping status.</p> <p><b>ORDERS</b></p> <p>Delivery order is considered issued upon receipt of order by mail, telephone, or facsimile, email, or on-line.</p> <p><b>ORDER PROCESSING</b></p> <p>After an order is received, Curtis uses a simple and consistent series of procedures for processing customer orders. The sourcing determination, made by the Customer Service Manager during the customer purchase order review process, is the primary factor made to determine the specific path to be taken by our staff while processing each individual order (e.g., ship from a Curtis warehouse; ship direct from the manufacturer; consolidate at a Curtis warehouse [bills-of-material orders]).</p> <p><b>ORDER SCHEDULING &amp; DELIVERY</b></p> <p>Order scheduling at Curtis is based upon one of two customer requirements. Curtis' typical commercial customer requests product delivery per product availability as specified by the supplier. Or the customer specifies a required delivery date. Curtis accommodates both scheduling requirements efficiently and effectively using our distribution software and consistent status reviews of all active orders.</p> <p><b>ORDER CONFIRMATION</b></p> <p>Customer orders are confirmed by Curtis after the Customer Service Manager has reviewed the customer purchase order (customer information, product and quantity requirements, pricing and availability, and the existence of any special requirements from the customer) and entered the order into our enterprise resource planning platform (Oracle-NetSuite).</p> <p><b>NOT-IN-STOCK CONDITIONS</b></p> <p>Curtis processes not-in-stock product orders by determining lead times necessary to complete the order, contacting the ordering activity, and advising current lead time of product. At customer preference, Curtis offers alternative in-stock substitute products of equal or higher quality and at equal value for customer consideration.</p> <p><b>PARTIAL DELIVERY / BACK ORDER PROCEDURES</b></p> <p>Curtis strives to ship the entire order complete and on time. However, if Curtis is in a low stock position on a particular product and the customer will accept a substitute item and accept a partial delivery, the order will be processed during Curtis' pre-order set-up to ensure that all items possible will be shipped either direct from our supplier or from one of the Curtis warehouses to provide the level of service our customer requests.</p> <p>Back-orders are tracked via the Company's ERP system and reports generated showing "non-fills" until the order is shipped complete.</p> <p>Partial deliveries and back-orders status are provided to the customer on a regular basis until the order is filled.</p> <p><b>ORDER BILLING</b></p> <p>Curtis will submit invoices only after receiving assurances that our customer's requirements have been met. Once the order has been shipped complete and all required activities specified within the order have been accomplished, Curtis will submit invoices as required by the order.</p> <p><b>PAYMENT FOR GOODS RECEIVED</b></p> <p>Curtis extends payment terms of net thirty (30) days from date of invoice.</p>
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30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Although customer and technical support is available between the hours of 7:00am and 5:00pm, local time, Monday through Friday at each of our Customer Service Operation Centers, Curtis understands that "normal office hours" has lost all real meaning in the global marketplace.</p> <p>Serving a world-wide customer community spanning all time zones, Curtis' customers contact a company representative in any of several ways, twenty-four hours a day, seven days a week, and three-hundred, sixty-five days a year (24/7/365) to discuss order placement, order tracking, problem resolution, and the myriad of other topics that will arise throughout the term of a business relationship.</p> <p>Curtis' customers contact company customer sales, service, and technical representatives via telephone, cell phone, email, or facsimile using the contact information listed on our web-site and also included in this section.</p> <p>It is a standard operating procedure that all outside sales representatives and management provide office, cell phone numbers, and email addresses to the company's customers. This enables Curtis' customers to contact the company's sales force directly for sales and service requests 24/7/365.</p> <p>Additionally, using toll-free numbers during "outside-of-normal" business hours or on national holidays, CURTIS representatives are contacted directly or via message service 24/7/365 in order to immediately respond to emergency or non-emergency situations. CURTIS' representatives will respond to all customer inquiries within 4 hours between the hours of 7am-5pm (local) Monday through Friday or within 24 hours during non-duty hours or national holidays.</p>
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Curtis has successfully provided products and services to Sourcwell member agencies under current contracts 032620 & 040220 since 2020. With the sales force detailed in #26 and the service force detailed in #28, Curtis is willing and able to support all Sourcwell users, while maintaining the contract requirements.
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Curtis does not sell into the Canadian market at this time.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>All products included in this Curtis proposal are available to the membership located in the thirteen Western States of Montana, Wyoming, Colorado, New Mexico, Arizona, Utah, Idaho, Washington, Oregon, Nevada, California, Alaska, Hawaii, and other states as may be acceptable to our manufacturing partners, without limitations.</p> <p>Curtis will, with manufacturer approval on a case-by-case basis, provide products to members, nation-wide.</p>
34	Identify any Sourcwell 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>As previously discussed in #33, all products included in Curtis' proposal are available to the membership located in the thirteen Western States of Montana, Wyoming, Colorado, New Mexico, Arizona, Utah, Idaho, Washington, Oregon, Nevada, California, Alaska, Hawaii, and other states as may be acceptable to our manufacturing partners, without limitations.</p> <p>Curtis will, with manufacturer approval on a case-by-case basis, provide products to members, nation-wide.</p>
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Shipments to customers located in the continental 48 states, as well as Alaska and Hawaii: FOB: Origin, freight added, or as otherwise required by the customer.</p> <p>List Price less the Brand Discount plus an (estimated) Freight Charge. The customer invoice will include actual freight charges as a separate line item.</p> <p>Note: For those customers who require a delivered price when the quote is prepared, Curtis will follow the same procedure by utilizing available freight calculators to determine quoted freight costs.</p> <p>Curtis will, with manufacturer approval on a case-by-case basis, provide products to members, nation-wide.</p>

Table 7: Marketing Plan

Line Item	Question	Response *
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36	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>Curtis' sales teams will target the areas with the greatest population densities because population densities typically correlate directly with the number of serving firefighters. However, our outside sales and customer service representative teams will also target ALL potential agency participants within the western 13 states as agency near-term procurement plans are identified. Specifically, immediately after the contract award, our marketing department will announce the award on our website and other on-line public forums in which we participate with our customers. Additionally, Curtis' marketing department will prepare marketing collateral for distribution by our sales teams and through e-blast notifications to targeted customers (customers with near-term, open requirements). This collateral will explain the cooperative purchasing opportunity that is available to our customers through the new contract, and how, using this new contract the public agency may purchase a wide variety of products and services while saving time, manpower, and money. We also offer a commitment to support Sourcewell in marketing campaigns and industry conferences to advertise the cooperative purchasing opportunities made available to the membership and to potential new members via the new contract.</p> <p>Please refer to attached "Curtis Brochure".</p>	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Curtis recognizes the importance of utilizing technology and digital data to drive marketing effectiveness. Multiple, robust cross-digital marketing programs are already in place and being developed on a regular basis to support Curtis's sales initiatives, brand awareness, and product promotion.</p> <p>Metadata is reviewed to determine potential changes and alternate means to increase the reach and effectiveness of the marketing message in alignment with the program goals.</p> <p>A showcase of Curtis cross-digital program abilities include:</p> <ul style="list-style-type: none"> <li>• LNCurtis.com Homepage – Main Product Merchandising Space</li> <li>• LNCurtis.com Homepage – Call to Action Banner for Lead Generation</li> <li>• LNCurtis.com – Call to Action Pop-up Modal for Lead Generation</li> <li>• Social Media Posts and Ads</li> <li>• Email Marketing</li> <li>• Industry Website Ads</li> <li>• Search Engine Ads</li> <li>• Search Engine Optimization includes, among other parameters <ul style="list-style-type: none"> <li>o Keyword Campaigns</li> <li>o Metadata</li> <li>o Rich Content</li> <li>o Backlinking</li> </ul> </li> </ul> <p>Curtis has a substantial marketing and merchandising team that focuses on maintaining and improving the Curtis online footprint.</p>	*
38	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>As previously discussed, marketing collateral will be provided to the Curtis Sales Teams during a contract kick-off (K/O) meeting. New contract Kick-Off meetings [virtual or physical presence] are standard operating procedures.</p> <p>Sourcewell Personnel are encouraged to attend these K/O meetings whenever possible to establish relationships with Curtis's personnel and to make sure all necessary information is exchanged.</p> <p>Subjects covered during Curtis' K/O meetings include program / contract introduction and overview; brands, prices and discounts offered; rules of engagement (contract terms and conditions) ; procedures for quotes, order entry and post-sales support; and any other program-specific information that will help the sales force gain understanding of and motivation to exploit the opportunities afforded by the new contract.</p> <p>In our view, Sourcewell can play as large or as small a part as the COOP may desire. Curtis is well versed in conducting successful sales and marketing campaigns and fully expects to "hit the ground" prepared, running, and successful.</p>	*

39	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>Curtis website offers customers a secure, fast and easy to use online experience featuring a robust product catalog, advantaged search features and product details and specifications to make informed shopping decisions.</p> <p>Curtis also offers Agency online accounts for departments, businesses and special agreements which offer enhanced features of these custom web portals to include:</p> <ul style="list-style-type: none"> <li>Tax Exempt ordering with appropriate qualifications and approvals</li> <li>Net 30 Terms with credit approval from LN Curtis &amp; sons</li> <li>Customer Specific Pricing</li> <li>Customer Specific product catalog (exclusive to individual or group of customers)</li> <li>Online Quoting</li> <li>Quartermaster Ordering – Ability to have order approval processes</li> <li>User based access – Ability to control who can order, see invoices or create shopping lists</li> <li>Quick Re-Order at the order and product level</li> <li>Custom designed shopping lists to make shopping easier by department or team</li> </ul> <p>For more details: <a href="https://lncurtis.com/agency-accounts/">https://lncurtis.com/agency-accounts/</a></p> <p>Curtis+ Program allows customers to maintain a single source allotment or allowance program with Curtis. Manage, track and control allowance-based purchases. For more details: <a href="https://lncurtis.com/curtis-plus/">https://lncurtis.com/curtis-plus/</a>.</p>
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**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>It's not JUST about products!</p> <p>Curtis will provide product familiarization whenever appropriate and can coordinate training from factory certified personnel where appropriate. Curtis has a robust technical service team to support Breathing Air Compressors, SCBA, &amp; Hurst extrication tools. Curtis also operates 6 PPE Care facilities to help customers clean, repair and maintain their turnout gear.</p> <p>Curtis' CurtisCARE Program offers members significant opportunities to receive presales and post-delivery education and other related product support. Curtis' post-delivery services are usually provided as a part of a purchase order coupled with a statement of work (SOW) that Curtis receives from the customer. Curtis often works with the customer to define and develop an appropriate SOW. Often, Curtis provides customer education in equipment use; inspection, repair, maintenance; and safety during deployment at no cost to the member.</p> <p>A sampling of available value-added education, available through our CurtisCARE program, includes:</p> <ul style="list-style-type: none"> <li>• Complete Personal Protective Equipment (PPE) product education, maintenance, repair, and cleaning services</li> <li>• Complete Self-Contained Breathing Apparatus (SCBA) product education, fit-testing, and maintenance services.</li> <li>• Complete gas detection product education, and maintenance services</li> <li>• Complete rescue tool product education, and maintenance services</li> <li>• Complete breathing air compressor product education, and maintenance services</li> <li>• Complete Firefighting towers and buildings, and Firefighting training-prop product education, and maintenance service</li> </ul> <p>CurtisCARE is provided by Curtis' product and service specialists, including service technicians, PPE education specialists, rescue tool education specialists, and several product demonstration vehicles that routinely visit customer sites.</p> <p>An integral part of Curtis' product education involves our outside sales representatives. These professionals provide product education, seminars, and hands-on demonstrations. Additionally, Curtis' suppliers are a valuable and valued asset for product and service education programs.</p>
41	Describe any technological advances that your proposed products or services offer.	<p>Curtis provides the ability through our state of the art website for agencies to create accounts and receive their co-op pricing online. Allowing the customer to buy on the Sourcwell contract through the medium that works best for them.</p>

42	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.	Curtis understands the importance of continually improving its sustainability and - proactively over the last 10 years - worked to transition what were paper heavy process into paperless process. Our fulfillment center works to consolidate shipments whenever possible to reduce our burden on the transportation and oil dependence while each of our locations participates in their local recycling programs. Whenever possible and reasonable, we have updated facilities to more energy efficient lighting, water heaters and HVAC equipment. Most recently, Curtis has begun experimenting with Electric Vehicles to see how we can move forward with properly servicing our customers, but also improving our sustainability.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We look to work closely with manufacturers that have sustainability programs and initiatives.  One of our SCBA manufacturers has an enterprise-wide environmental policy: <a href="https://us.msasafety.com/corporate-responsibility/our-environment?locale=en">https://us.msasafety.com/corporate-responsibility/our-environment?locale=en</a> .	*
44	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.	As a very competitive small business that successfully competes against larger companies, Curtis is intimately aware that small businesses can often provide faster, more efficient and satisfactory customer-focused support than what is typical of large organizations. Therefore, it is Curtis policy to develop and utilize to the greatest extent possible, suppliers of quality product and services provided by historically underutilized businesses.  Small Business, Small Disadvantaged Business, Women-Owned Small Business, Service-Disabled Veteran-Owned Small Business, Veteran-Owned Small Business, Minority-Owned Small Business, and HUBZone Businesses account for an increasing segment of Curtis suppliers. Curtis' goal is to develop and more fully utilize these businesses as suppliers and business partners.  Curtis views the programs such as the up-coming Sourcewell Firefighting PPE Program as a platform with which to provide new opportunities to underutilized businesses.  However, given the critical life-support functions performed by a majority of the manufacturers in Curtis' proposed product catalog, the ability to source THE BEST and MOST RELIABLE products must take precedence over any concerns about business entity-type.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Curtis is focused on being a long term partner with customers. We look to provide value and solutions to members through our full service offering: Support with the initial discovery, and review of products. Procurement of selected items. Maintenance and repair to support the product for its lifespan.</p> <p>Curtis has conducted over ninety years of successful business focusing on supporting the fire, rescue, &amp; emergency response industries. Curtis provides our customers with exceptional products, customer service, and product support covering an extremely broad-based product catalog.</p> <p>Curtis' Customer Service Operations are located in Kent, WA, Salt Lake City, UT, Walnut Creek, CA, Santa Fe Springs (Los Angeles), CA, and Phoenix, AZ. A brand new consolidated state-of-the-art warehousing facility, providing Curtis customers with a complete suite of Integrated Logistics Services, is located in Salt Lake City, UT.</p> <p>Curtis is fully qualified to provide superior service to Sourcewell members. In addition to our many large contracts with city and state agencies, Curtis continues to perform on three programs that have honed our capabilities to manage and serve major accounts with a complex array of product &amp; service offerings.</p> <p>Curtis has a contract with the General Services Administration (GSA contract 47QSWA18D009Y). Curtis services over a thousand customers a year who purchase from our GSA product catalog.</p> <p>Additionally, Curtis is a contractor to the Defense Logistics Agency (DLA) Troop Support under the provisions of a prime contract supporting the United States Defense Department's Fire and Emergency Services Tailored Logistics Support Program and the United States Fire Service (DLA contracts SPE8EH-19-D-0015) supporting agencies of the United States Federal Government located world-wide.</p> <p>A great source of corporate pride and import, Curtis achieved great success while supporting the members of other COOPS. Since the launch of these COOP-type contracts, the Company has experienced a significant increase in customer acceptance of this "piggyback" contract mechanism and a related year-to-year growth in sales.</p> <p>Curtis' Corporate Mission (why we do what we do):  "L.N. Curtis &amp; sons provides critical products and services that enable our nation's first responders to accomplish their missions so that they are able to return safely home."</p> <p>Curtis' proposal to Sourcewell has been prepared to ensure full compliance with solicitation requirements. We have assembled a team from our stable of excellent manufacturers to form a robust compilation of products required to support firefighting and rescue operations. The purpose of our proposal is to provide an array of the most common products used by today's Fire Service.</p> <p>Curtis' offer includes one or more brands for each of the following product categories:</p> <ul style="list-style-type: none"> <li>• Self-Contained Breathing Apparatus (SCBA)</li> <li>• Related SCBA Equipment</li> <li>• Service – Maintenance, Service &amp; Testing</li> <li>• Breathing Air Systems (mobile and stationary)</li> <li>• Fill Stations</li> <li>• Storage Systems</li> <li>• Service – Maintenance, Service &amp; Testing</li> </ul>
46	Describe compliance to applicable national standards such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	All products included in this Curtis proposal comply to the related and associated national standards and industry segment requirements, including NFPA, USFS/NFES, ANSI, ASTM, and 29 Code of Federal Regulations (CFR) 1910 (OSHA).
47	Describe how your product can be cleaned and decontaminated to prevent exposure to carcinogens.	<p>The entire fire service industry recognizes that soiled or contaminated protective gear can expose firefighters to toxic substances, spread communicable disease, absorb heat, conduct electricity, and can be flammable. In short, clean SCBA can help keep you safe.</p> <p>NFPA 1851 recommends the user to evaluate SCBA after each use to determine the appropriate cleaning level. This includes instructions for cleaning at the scene and an advanced cleaning at least once a year or whenever on-scene cleaning is not sufficient.</p> <p>**Decon literature available from specific manufacturers upon request.</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 *
48	Do your warranties cover all products, parts, and labor?	<p>Curtis provides the manufacturers' warranties for all proposed supplies. Additionally, Curtis will offer any extended warranties if available, at additional costs.</p> <p>The warranties provided under Curtis' proposed program will be the same as offered to the public and will include products, parts and labor (standard commercial practice).</p> <p>Please refer to attachment, "Curtis Terms &amp; Conditions of Sales"</p>
49	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No
50	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, where stated as part of the Manufacturer's standard warranty.
51	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>All products and product support to perform warranty servicing included in this Curtis proposal are available to membership located in the thirteen Western States of Montana, Wyoming, Colorado, New Mexico, Arizona, Utah, Idaho, Washington, Oregon, Nevada, California, Alaska, and Hawaii without limitations.</p> <p>When warranty support is required outside the 13 western states, Curtis will coordinate warranty servicing and support directly with the manufacturer to ensure warranty commitments are quickly met.</p>
52	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?	We take responsibility for what we sell. Curtis offers warranty service for all brands and models that we sell and that are included in this proposal.

53	What are your proposed exchange and return programs and policies?	<p>Curtis strives to maintain the highest level of customer service. In accordance Curtis will re-fund or exchange your purchase within the following guidelines:</p> <p>Product must be returned in new, unused condition within 30 days of receipt. Any product you desire to return after that date is subject to review by Curtis and may be non-returnable.</p> <p>Product that has been used, damaged, or not purchased through LNCurtis.com or CurtisBlueLine.com or from a Curtis location will not be refunded.</p> <p>Product that has been altered by engraving, stamping, marking, stenciling, etc., is not eligible for return. Clearance or Used product is also non-returnable. Custom, special-order products and/or non-stock product may be returned only if acceptable to our vendor. A re-stocking and handling fee, as determined by our vendor and transportation costs to return to our vendor will be charged.</p> <p>Return your product(s) by following these steps:</p> <ol style="list-style-type: none"> <li>1. Contact Customer Service at 877.488.0469 or CustomerService@LNCurtis.com to request a return or exchange.</li> <li>2. A Return Authorization (RA) will be issued to you and is required to be included with the return of any product.</li> <li>3. Return your product by bringing it into or shipping to the Curtis location specified in the RA.</li> <li>4. When shipping to a Curtis location, carefully pack the product to avoid damage during shipment. Product that arrives in damaged condition is not eligible for return credit and will be shipped back to you.</li> <li>5. Return the product prepaid to the address specified on the RA. Make sure you include a copy of the RA with the product being returned. We recommend that you keep a copy of the RA and the receipt for the return shipment from the shipping service you use. Curtis does not take title to returned product until received by Curtis at our return location in undamaged condition. We will only consider a refund for products that arrive at our facility in undamaged new and unused condition.</li> </ol> <p>Curtis reserves the right to reject all product returns. All returns are subject to re-view upon our receipt of the product and inspection. Product received in conditions other than originally shipped may be rejected and shipped back to you.</p> <p>You may request an exchange, a credit on your account or a refund if the product has already been paid for and funds received by us. All refunds are issued using the original payment method and may take up to ten (10) business days for the refund process to complete.</p>	*
54	Describe any service contract options for the items included in your proposal.	Curtis offers service and repair based upon manufacturers' recommendations and customer requirements. Pricing is typically based upon the specific requirements for each service or repair action.	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	Curtis offers Net 30 terms for municipal and government agencies and accepts MasterCard, Visa and American Express for all end users. Non-agency customers can apply for terms and varying credit limit based on financial credit application. Payment terms are net 30 days from invoice date with no discounts or retention of any kind or sort allowed. Interest will accrue on invoices unpaid after the net due date at the annual rate of 12% or the maximum legal contract interest rate, whichever is less.
56	Describe any leasing or financing options available for use by educational or governmental entities.	Agencies can request a lease-to-own option with flexible terms and payment schedule.
57	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.	After an order is received, Curtis uses a simple and consistent series of procedures for processing customer orders. The sourcing determination, made by the Customer Service Manager during the customer purchase order review process, is the primary factor made to determine the specific path to be taken by our staff while processing each individual order (e.g., ship from a Curtis warehouse; ship direct from the manufacturer; consolidate at a Curtis warehouse [bills-of-material orders]).  See attached "Sourcewell RFP 011824 Sample"
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Curtis accepts P-Card payments with no processing fees.

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The Pricing Offered in this Proposal is detailed in the attachment, "Item 59 - Curtis Price Offering."  Curtis' proposed pricing model is based upon a set discount off list price, by brand or in certain cases when a brand offers several models, by model. The pricing model is applicable to the brand's entire published catalog.
60	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.	Curtis' proposed program is based upon offering, by brand, a fixed percentage (%) discount off the manufacturers' Suggested (List) Price.
61	Describe any quantity or volume discounts or rebate programs that you offer.	Curtis will offer customers deeper discounts than proposed, depending on volume, product specifications, and market conditions.
62	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.	When a customer requests a quote containing both on-contract and open market products or services, Curtis will offer the customer the following:  On-Contract Products & Services: Price will be the list price less as contracted discount for the brand/model, plus freight.  Open Market Products & Services: Curtis will supply the customer with a quote consistent with the price offered our Most Favored Customer, plus freight.

63	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.	Curtis adds no additional costs to member prices, unless the customer requests open market products or services that relate to the on-contract item but that are not on contract.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All Sourcewell orders are quoted as Shipping Point, unless otherwise noted. Curtis may, in its sole discretion, select the shipping method, the carrier and the applicable freight charges (unless otherwise agreed in writing). Curtis maintains strong freight and parcel carrier relationships with competitive pricing which is good for customers.  We can quote customers shipping in different ways so they have options to choose from.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	All Sourcewell orders are quoted as Shipping Point, unless otherwise noted. Curtis may, in its sole discretion, select the shipping method, the carrier and the applicable freight charges (unless otherwise agreed in writing). Curtis maintains strong freight and parcel carrier relationships with competitive pricing which is good for customers.  We can quote customers shipping in different ways so they have options to choose from.	*

66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Curtis offers our customers an integrated approach to logistics supply support that encompasses all management actions, procedures, and techniques used to determine requirements to:</p> <ul style="list-style-type: none"> <li>• Acquire support items and spare parts</li> <li>• Catalog the items</li> <li>• Receive the items</li> <li>• Store and warehouse the items</li> <li>• Transfer the items to where they are needed</li> <li>• Issue the items</li> <li>• Dispose of secondary items</li> <li>• Provide for initial support of the system</li> <li>• Acquire, distribute, and replenish inventory</li> <li>• And, provide value-added resources by combining</li> </ul> <p>Commodity Management with our Logistics and Kitting services for complete “end-to-end” customer support.</p> <p>Logistics Solutions</p> <p>Curtis offers complete transportation and logistics management services. By contracting and managing a network of national, regional, and local carriers we can offer a complete package of freight handling services – the integrated logistics solution you require to increase efficiency and lower costs. Additional transportation services we can provide include:</p> <ul style="list-style-type: none"> <li>• Expedited</li> <li>• Port and Rail Drayage</li> <li>• Intermodal</li> <li>• International (Ocean Freight/Air Freight)</li> <li>• Less-than-truckload</li> <li>• Specialized Equipment – temperature controlled, HAZMAT, etc.</li> <li>• Freight Forwarding</li> </ul> <p>Kitting Solutions</p> <p>When end users are required to combine multiple products into new product kits, our kitting services can help. We have experience breaking down bulk materials and products, unitizing and creating multi-packs, even custom-made kits with bar-code or RFID labeling. Our product kitting and assembly services allow customers to:</p> <ul style="list-style-type: none"> <li>• Reduce inventory</li> <li>• Respond quickly and economically to changing demand for custom packs</li> <li>• Fulfill individual custom orders</li> <li>• Fulfillment capabilities help you manage inventory throughout the kitting cycle, from individual components to creation of new SKUs.</li> <li>• Our team maps efficient kitting processes and builds in quality checks to ensure the accuracy of final kits.</li> <li>• Our labor solutions help you economically manage activity spikes and meet last-minute requests.</li> </ul>
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**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	See attached "Item 59 - Curtis Price Offering"

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
68	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.	Customer Service Managers within the Curtis organization review daily sales orders to ensure proper contract pricing is provided to end users. Curtis administration will provide a contract sales activity report to the Sourcewell representative assigned to this contract no later than 45 days after the end of each calendar quarter. The report will contain all of the fields described in the contract template.
69	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.	<p>Per our standard operating procedures, Curtis tracks Key Performance Indicators (KPIs) to make sure our business is tracking per plan.</p> <p>KPI-related data is extracted from our Enterprise Resource Planning platform, Oracle-NetSuite. Oracle-NetSuite, a cloud ERP solution that automates front and back-office processes enable the Company to track all critical business functions including financial management, revenue management, fixed assets, order entry/management/tracking, billing, and inventory management. Oracle-NetSuite enables Curtis management to generate real-time performance and status reports (e.g., sales (orders and frequency) fill rates vendor performance returns due to improper shipments and defective items and back-orders).</p> <p>Using Oracle-NetSuite, Curtis tracks performance of all orders, awards, contracts, and programs, including, should Curtis be honored with a contract, the Company's performance in support of Sourcewell.</p> <p>Curtis has seen a regular increase in annual sales throughout the duration of the current Sourcewell PPE &amp; FFE contracts.</p>
70	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.)	Curtis proposes to pay a 1% (or less) administrative fee to Sourcewell.

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

Line Item	Question	Response *
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>As the largest stocking distributor of firefighting equipment in the West and one of the largest distributors of firefighting equipment and services in America, Curtis is offering the premium brand of products in the defined categories along with on-site product support and customer service.</p> <p>In addition to products being offered at best pricing, Curtis offers the membership a full suite of Integrated Logistics Support and Services and full-time product specialists who are trained and certified by manufacturers to provide deployment support and, product familiarization in use, care, maintenance and repair, and safety.</p>
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Curtis' proposal includes products representing the following categories and subcategories:</p> <ol style="list-style-type: none"> <li>1. SELF-CONTAINED BREATHING APPARATUS (SCBA) <ul style="list-style-type: none"> <li>• Self-Contained Breathing Apparatus (SCBA) <ul style="list-style-type: none"> <li>o Back-Packs</li> <li>o Facepieces</li> <li>o Cylinders</li> <li>o Regulators</li> <li>o RIC UAC</li> <li>o Closed Circuit Systems</li> </ul> </li> <li>• Related Equipment <ul style="list-style-type: none"> <li>o PASS</li> <li>o SCBA Storage, Brackets, Cabinets &amp; Holders</li> <li>o Respiratory Protection, Wildland</li> <li>o Purifying Respirators</li> <li>o Replacements parts and accessories</li> <li>o Mask Fit Tester</li> <li>o Decontamination Cleaning Systems</li> <li>o RIC Bags</li> </ul> </li> <li>• Service – Maintenance, Service &amp; Testing <ul style="list-style-type: none"> <li>o Service and Maintenance, MSA SCBA</li> <li>o Testing, Mask Fit</li> </ul> </li> </ul> </li> <li>2. BREATHING AIR COMPRESSOR SYSTEMS <ul style="list-style-type: none"> <li>• Breathing Air Systems (mobile and stationary)</li> <li>• Fill Stations</li> <li>• Storage Systems</li> <li>• Service – Maintenance, Service &amp; Testing <ul style="list-style-type: none"> <li>o Service and Maintenance, Breathing Air Compressors</li> <li>o Testing, Cylinder Hydrotesting</li> </ul> </li> </ul> </li> </ol>

**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
73	Self-contained breathing apparatus (SCBA) and supplied air breathing apparatus (SABA)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Such as: • Self-Contained Breathing Apparatus (SCBA) o Back-Packs o Facepieces o Cylinders o Regulators o RIC UAC o Closed Circuit Systems
74	Breathing air compressor and compressor systems, including mobile and stationary fill stations, cascade systems, purification, and storage	<input checked="" type="radio"/> Yes <input type="radio"/> No	Such as: • Breathing Air Systems (mobile and stationary) • Fill Stations • Storage Systems
75	Related equipment and accessories related to the offering of 71 - 72 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Such as: o PASS o SCBA Storage, Brackets, Cabinets & Holders o Respiratory Protection, Wildland o Purifying Respirators o Replacements parts and accessories o Mask Fit Tester o Decontamination Cleaning Systems o RIC Bags
76	Services related to the equipment described in 71 - 72 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Such as: • Service – Maintenance, Service & Testing o Service and Maintenance, Breathing Air Compressors o Testing, Cylinder Hydrotesting

**Table 15: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 77. NOTICE:** To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

**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](#) - Line 59 SourceWell RFP 011824 SCBA Pricing.xlsx - Wednesday January 17, 2024 18:14:16
- [Financial Strength and Stability](#) - Curtis Financial Statements 12312023.pdf - Friday January 12, 2024 12:28:47
- [Marketing Plan/Samples](#) - Curtis Brochure.pdf - Tuesday January 16, 2024 18:53:41
- [WMBE/MBE/SBE or Related Certificates](#) - Curtis Care.pdf - Wednesday January 17, 2024 18:19:38
- [Warranty Information](#) - Curtis Terms & Conditions.pdf - Tuesday January 16, 2024 19:37:37
- [Standard Transaction Document Samples](#) - Sourcewell RFP 011824 Sample.pdf - Wednesday January 17, 2024 15:04:39
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Curtis-Sales-Territories-Map.pdf - Tuesday January 16, 2024 18:34:27

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Angela Mackey, Director of Customer Service, Fire/Rescue, Curtis

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
<b>Addendum_3_Self_Contained Breathing Apparatus_RFP_011824</b> Fri January 12 2024 11:10 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_Self_Contained Breathing Apparatus_RFP_011824</b> Wed December 27 2023 08:49 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Self_Contained Breathing Apparatus_RFP_011824</b> Tue December 12 2023 05:20 PM	<input checked="" type="checkbox"/>	1

Brand	Product Description	Discount Off List	COOP Contract	Contract Category
Avon	SCBA Parts & Accessories	5%	Sourcewell 011824 (Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment)	1.a.i. Self-Contained Breathing Apparatus (SCBA);
MSA	SCBA, Model G1	20%	Sourcewell 011824 (Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment)	1.a.i. Self-Contained Breathing Apparatus (SCBA);
MSA	Facepiece, Model G1	10%	Sourcewell 011824 (Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment)	1.a.i. Self-Contained Breathing Apparatus (SCBA);
MSA	Regulators, RIC/UAC Connection	10%	Sourcewell 011824 (Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment)	1.a.i. Self-Contained Breathing Apparatus (SCBA);
MSA	Cylinders	10%	Sourcewell 011824 (Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment)	1.a.i. Self-Contained Breathing Apparatus (SCBA);
MSA	SCBA Parts & Accessories	10%	Sourcewell 011824 (Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment)	1.a.i. Self-Contained Breathing Apparatus (SCBA);
MSA	Closed Circuit Systems, Parts & Accessories	10%	Sourcewell 011824 (Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment)	1.a.i. Self-Contained Breathing Apparatus (SCBA);
Grace Industries	Pass Device	1%	Sourcewell 011824 (Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment)	1.a.ii. Self-Contained Breathing Apparatus (SCBA); Related Equipment
Groves	SCBA Storage & Accessories	5%	Sourcewell 011824 (Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment)	1.a.ii. Self-Contained Breathing Apparatus (SCBA); Related Equipment
Hotshield	Respiratory Protection, Wildland	5%	Sourcewell 011824 (Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment)	1.a.ii. Self-Contained Breathing Apparatus (SCBA); Related Equipment
MSA	Purifying Respirators, Parts & Accessories	10%	Sourcewell 011824 (Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment)	1.a.ii. Self-Contained Breathing Apparatus (SCBA); Related Equipment
OHD	Mask Fit Tester	5%	Sourcewell 011824 (Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment)	1.a.ii. Self-Contained Breathing Apparatus (SCBA); Related Equipment
Rescue Intellitect	Decontamination Cleaning Systems	3%	Sourcewell 011824 (Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment)	1.a.ii. Self-Contained Breathing Apparatus (SCBA); Related Equipment
True North	RIC Bags	15%	Sourcewell 011824 (Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment)	1.a.ii. Self-Contained Breathing Apparatus (SCBA); Related Equipment
Ziamatic	Brackets, Cabinets & Holders	15%	Sourcewell 011824 (Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment)	1.a.ii. Self-Contained Breathing Apparatus (SCBA); Related Equipment
CurtisCARE	Service and Maintenance, MSA SCBA	2%	Sourcewell 011824 (Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment)	1.a.iii. Self-Contained Breathing Apparatus (SCBA); Service – Maintenance, Service & Testing
CurtisCARE	Testing, Mask Fit	2%	Sourcewell 011824 (Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment)	1.a.iii. Self-Contained Breathing Apparatus (SCBA); Service – Maintenance, Service & Testing
Arctic Compress	Compressors, Breathing Air, Fill Stations, Storage Systems	1%	Sourcewell 011824 (Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment)	2.a.i. Breathing Air Compressor Systems (mobile and stationary)
Stallion	Compressors, Breathing Air, Fill Stations, Storage Systems	2%	Sourcewell 011824 (Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment)	2.a.i. Breathing Air Compressor Systems (mobile and stationary)
CurtisCARE	Service and Maintenance, Breathing Air Compressors	2%	Sourcewell 011824 (Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment)	2.a.ii. Breathing Air Compressor Systems; Service – Maintenance, Service & Testing
CurtisCARE	Testing, Cylinder Hydrotesting	2%	Sourcewell 011824 (Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment)	2.a.ii. Breathing Air Compressor Systems; Service – Maintenance, Service & Testing

**Solicitation Number: RFP #011824****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and MSA Safety Sales LLC, 1000 Cranberry Woods Drive, Cranberry Twp., PA 16066 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment 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.

**EXPIRATION DATE AND EXTENSION.** This Contract expires March 29, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **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 or refurbished 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.

A. WARRANTY. Notwithstanding anything else contained herein, SUPPLIER shall provide Participating Entities with the standard SUPPLIER limited express warranty accompanying the Products, Equipment, and Services which can be accessed at <https://us.msasafety.com/warranties>. THE ABOVE REFERENCED WARRANTY IS EXCLUSIVE AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, AND SUPPLIER SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT AND DOES NOT WARRANT THAT PRODUCTS WILL OPERATE ERROR-FREE OR FREE OF HARMFUL CODE. Participating Entity's exclusive remedy for breach of this warranty shall be the repair or replacement of all Products, Equipment, and Services shown to be other than as warranted. 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. 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. THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS CONTRACT SHALL APPLY EVEN IF THE NON-BREACHING PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE, INCLUDING BUT NOT LIMITED TO FAILURE OF SUPPLIER TO SUCCESSFULLY REPAIR OR REPLACE ANY NONCONFORMING PRODUCT.

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

## 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at 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 areas warranted herein, 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 or its authorized dealers, distributors, or resellers, as applicable. 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 Sourcwell for this Contract and must provide prompt notice to Sourcwell 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, performance issues, 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;

- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

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

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased 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 Contract 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, LIMITATION OF LIABILITY, AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action, arising out of any act or omission in the performance of this Contract by the Supplier that results in injury or death to person(s) or property, but only to the extent of Supplier's negligence. . Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. Sourcewell and/or its Participating Entities shall not be indemnified hereunder for any loss, liability, damage, or expense resulting from its negligence or willful misconduct or failure to use the Equipment, Products, or Services properly.

NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN, SUPPLIER'S AND ITS AFFILIATES' TOTAL LIABILITY FOR ALL CLAIMS, WHETHER BASED ON BREACH OF CONTRACT, NEGLIGENCE,

PRODUCT LIABILITY, INDEMNITY, OR OTHERWISE, RELATING TO THE PRODUCTS AND/OR SERVICES SHALL NOT EXCEED TWO TIMES (2X) THE PRICE PAID BY A PARTICIPATING ENTITY FOR SUCH PRODUCTS AND/OR SERVICES FOR THE ORDER WHICH GAVE RISE TO SUCH CLAIM. NO DIRECT INDEMNITY SHALL APPLY TO THIS AGREEMENT AND SUPPLIER SHALL HAVE NO INDEMNIFICATION OBLIGATION RESULTING FROM SOURCEWELL'S OR A PARTICIPATING ENTITY'S NEGLIGENCE, MISUSE OF THE PRODUCTS, OR FAILURE TO FOLLOW SUPPLIER INSTRUCTION, NOTWITHSTANDING ANY OTHER LANGUAGE TO THE CONTRARY.

NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, INDEMNITY, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT (A) SUCH DAMAGES WERE FORESEEABLE, AND (B) A PARTY HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 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, 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, which are located at the following link: <https://msa.webdamdb.com/bp/#/folder/5640863/>.
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. *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.** Reserved.

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 general aggregate

Supplier is self-insured for products.

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

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

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

## **19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the applicable 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 cannot 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 a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the 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.

Sourcewell

MSA Safety Sales LLC

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 6/17/2024 | 3:20 PM CDT

DocuSigned by:  
*Scott McGuire*  
06FF1D03233F4EA...  
By: \_\_\_\_\_  
Scott McGuire  
Title: NA Sales Channels Specialist  
Date: 6/17/2024 | 7:18 AM CDT

# RFP 011824 - Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment

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## Vendor Details

Company Name: MSA Safety Sales LLC  
Address: 1000 Cranberry Woods Drive  
Cranberry Twp, Pennsylvania 16066  
Contact: Scott McGuire  
Email: scott.mcguire@msasafety.com  
Phone: 724-742-8028  
Fax: 800-672-2222  
HST#: 83-1559281

## Submission Details

Created On: Thursday November 30, 2023 07:25:06  
Submitted On: Thursday January 18, 2024 06:42:24  
Submitted By: Scott McGuire  
Email: scott.mcguire@msasafety.com  
Transaction #: f4aba34b-83b4-43b6-96ee-e805413385a0  
Submitter's IP Address: 165.225.9.8

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## 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")	MSA Safety Sales LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None
4	Provide your CAGE code or Unique Entity Identifier (SAM):	EDJPMQN1HSJ1
5	Proposer Physical Address:	1000 Cranberry Woods Drive, Cranberry Twp, PA 16066
6	Proposer website address (or addresses):	<a href="https://us.msasafety.com/">https://us.msasafety.com/</a>
7	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):	Scott McGuire NA Sales Channels Specialist 1000 Cranberry Woods Drive, Cranberry Twp, PA 16066 Scott.mcguire@MSAsafety.com 724-742-8028
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Scott McGuire NA Sales Channels Specialist 1000 Cranberry Woods Drive, Cranberry Twp, PA 16066 Scott.mcguire@MSAsafety.com 724-742-8028
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Dom Berardinelli Segment Marketing Manager – Respiratory Protection 1000 Cranberry Woods Drive, Cranberry Twp, PA 16066 Dom.berardinelli@msasafety.com 724-900-8608  Brittney Carr NA Sales Channels Specialist 1000 Cranberry Woods Drive, Cranberry Twp, PA 16066 Brittney.carr@MSAsafety.com 724-741-7653

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Established in 1914, MSA Safety Incorporated is the global leader in the development, manufacture and supply of safety products that protect people and facility infrastructures. Many MSA products integrate a combination of electronics, mechanical systems and advanced materials to protect users against hazardous or life-threatening situations. The company's comprehensive product line is used by workers around the world in a broad range of markets, including the oil, gas and petrochemical industry, the fire service, the construction industry, mining and the military. MSA's core products include self-contained breathing apparatus, fixed gas and flame detection systems, portable gas detection instruments, industrial head protection products, fire and rescue helmets, and fall protection devices.</p> <p>By the numbers, we've developed thousands of products, own hundreds of patents and have a global reach into the millions to keep in motion our mission that began 100 years ago. Take a few minutes to explore our milestones by decade. Select <a href="#">View All Events This Decade</a> for the full list of accomplishments. For further details a link is provided on the Link Reference document attached to this proposal.</p> <p>MSA is an organization fully committed to protecting the health and safety of our customers, and we spend countless hours developing, testing, and evaluating our products to ensure we achieve our goals. Our company was founded in 1914 from humble beginnings and has grown to include more than 4,800 employees across the world, protecting workers in more than 140 countries. But we've never forgotten who we are, or who we work for: our customers. Their satisfaction and safety are our top goals, every day.</p> <p>MSA's values are the foundation of our company culture. Our seven core values define who we are and what make us truly stand apart. Most of all, they are encompassed by a "culture of safety" that helps to ensure we never lose sight of our mission and how it applies to our very own people around the world.</p> <p>MSA Core Values:  Customer Focus  Integrity  Speed &amp; Agility  Innovation &amp; Change  Diversity &amp; Inclusion  Teamwork  Engagement</p> <p>Additional details provide on Link Reference document.</p>
11	What are your company's expectations in the event of an award?	<p>Upon award MSA expects to integrate the Sourcwell contract into our sales practices. This would start with training our sales force, internal sales team, customer service and our distribution network on the parameters of this contract. During this time, we would also integrate the Sourcwell contract into our marketing materials on our website. Internal measures would be established to ensure that all contract orders and activities are reported, in order to effectively and accurately communicate contract information and fees to Sourcwell.</p> <p>Above all, if the awarded this contract, it would be our expectation to promote this procurement avenue so that we can more effectively meet the needs of our end-user customers which in turn will drive customer satisfaction and reinvestments into our safety products.</p>
12	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>As we pursue our mission to be the world's leading provider of safety solutions that protect workers when life is on the line, we leverage our strong pipeline of diverse talent and high-performance culture to drive superior financial performance that creates shareholder value.</p> <p>MSA has been in business for over 100 years, and we have established a very strong financial base. MSA is a publicly traded company that meets all SEC requirements. Our core value of integrity is part of the foundation of our financial strength. For complete financial details, please utilize the financial link provided on the attached Link Reference document. At this link, you will find our annual reports, quarterly results, SEC filings, and other financial fundamentals. For your convenience, the current MSA Annual Report is attached to this proposal.</p>
13	What is your US market share for the solutions that you are proposing?	MSA's estimated market share within the U.S. is 45%.
14	What is your Canadian market share for the solutions that you are proposing?	MSA's estimated market share within Canada is 50%.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	MSA has never petitioned for bankruptcy.

16	<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>(b) MSA would best be described as a manufacturer of safety products and PPE. MSA has a sales force of 78 members who are located strategically across the US and Canada. These individuals are employees of MSA, and they work closely with our distribution network to support the needs of end-user customers. The MSA Distribution Network consists of 400+ partners covering the US and Canada. Each of these distributors has their own sales force dedicated to supporting the needs of the customers in their region. For this contract, MSA would mainly be partnering with our Fire Service distributors in the US and Canada.</p> <p>As for the service, MSA has factory service centers in the following locations throughout the US and Canada (Murrysville, PA, Chicago, IL, Houston, TX, Edmonton, AB, and Toronto, ON). In addition, many of our distributors are certified to repair MSA products, including in many cases mobile service capabilities for select MSA products including SCBA and portable instruments. In addition, MSA provides CARE tech training for care and maintenance of the SCBA. These training programs are offered to our authorized dealer networks and can also be a great value-add for an end-user that wishes to become certified if they meet the product and tools support requirements.</p>	*
17	<p>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>	<p>MSA holds a license to conduct business in the United States and Canada. MSA maintains current ISO 9001 quality management system certification for all major production and service locations. In addition, MSA holds many ISO 17025 certifications which allows our labs to conduct 3rd party testing and complete self-certifications on specific product lines. A link to our ISO certification page is provided in the attached link reference document.</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>MSA has never been issued a suspension or debarment.</p>	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>MSA was named a Pittsburgh Post-Gazette Top Workplace consecutively from 2019 through 2023.</p> <p>In 2021, MSA was named America's Best-In-State Employers Pennsylvania, The Best Employers for Diversity, America's Best Midsize Employers and The Best Employers for New Grads all by Forbes.</p> <p>MSA won an Edison Award for LUNAR in the category for Tactical Imaging Technology in 2021. Being recognized with an Edison Award™ is one of the highest accolades a company can receive in the name of innovation and business success. The Edison Awards honor excellence in new product and service development, marketing, human-centered design and innovation.</p> <p>In 2022, MSA was named America's Most Responsible Companies by Newsweek and The Best Employers for Diversity by Forbes.</p> <p>In 2023, MSA was named America's Most Responsible Companies by Newsweek and America's Climate Leaders by USA Today.</p> <p>For 2024, MSA was named America's Greenest Companies by Newsweek.</p> <p>For your reference, the 2022 Impact Report was added to the attached document section, and a link to this portion of our website was provided on the link reference document.</p>
20	What percentage of your sales are to the governmental sector in the past three years	MSA estimates that roughly 25-30% of our total sales have been in the government sector over the past three years.
21	What percentage of your sales are to the education sector in the past three years	MSA has less than 1% sales in the education sector over the past three years.
22	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>MSA participates in the Houston-Galveston Area Council (HGAC) contract. We have been a participant in this contract since 2018. MSA averages about 1-2 direct orders on this contract per year. However, we have a lot more activity directly through our channel partners as a part of the HGAC contract. HGAC allows MSA to assign our channel partners directly to this contract. As a result, MSA does not have a complete report on the business that goes through this contract annually. MSA estimates that \$1.5M-2M goes through this contract annually.</p> <p>MSA holds one direct State contract. This would be the State of New Jersey Contract. Just like HGAC, MSA assigns our NJ distributors to this contract, so based on this practice, we do not have an estimate as to how much business goes through this contract. MSA does not hold any other direct state contract. Much of our business goes through our distribution network, and as a result most of these state contracts are held by our distributors.</p>
23	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?	MSA does hold our own GSA contract. This GSA contract is on the GSA MAS schedule. Several years ago, MSA opened this contract to state and local government. MSA does not have any distributors assigned to our contract. All sales on this GSA contract go direct through MSA. MSA estimates that our average annual sales through this contract are \$8M-\$10M. With most of these sales going to Federal government end-users. For your reference, MSA's GSA contract number is 47QSMS24D0018.

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Minneapolis Fire Department, MN	Deputy Chief Sean Olson	612-673-2028
Prince William County Fire Department, VA	Deputy Chief Frank Orefice	703-792-6800
Clark County Fire Department, NV	Mark Flesher	702-858-2839
London Fire Department, Canada	Chief Richard Hayes	519-521-4518

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** 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 *
LA County Fire Department	Government	California - CA	SCBA and SCBA accessories	\$26 Million	\$26 Million
City of Boston	Government	Massachusetts - MA	SCBA and SCBA accessories	\$10 Million	\$12 Million
US Army	Government	District of Columbia - DC	SCBA and SCBA accessories	\$10 Million	\$10 Million
LA City Fire Department	Government	California - CA	SCBA and SCBA accessories	\$25 Million	\$25 Million
US Air Force	Government	District of Columbia - DC	SCBA and SCBA accessories	\$60 Million	\$60 Million

**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 *
26	Sales force.	MSA has 78 sales associates who support the needs of the end-user customers in the US and Canada. These associates work closely with MSA's 400+ distributors to provide sales and service support. While MSA does take some orders direct from time to time, most of our sales in the US and Canada go through the distribution network.
27	Dealer network or other distribution methods.	MSA has a distribution network of 400+ partners in the entire US and Canada. Each of these distributors has their own sales force, and in many cases their own service teams. This contract would be primarily supported by MSA's fire service distribution network. Customers can utilize this site to find the MSA distributor that covers their region for both sales and service support. For your reference, the MSA Distributor Locator link has been added to the link reference document attached to this proposal.
28	Service force.	As for service, MSA has factory service centers in the following locations throughout the US and Canada (Murrysville, PA, Chicago, IL, Houston, TX, Edmonton, AB, and Toronto, ON). In addition, many of our distributors are certified to repair MSA products, including in many cases mobile service capabilities for select MSA products including SCBA and portable instruments.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The strategy would be to process most of these contract orders through the MSA distribution network. MSA works closely with our distribution network on all occasions. An initial training would be provided for our channel partners on the process for Sourcewell contract orders. In addition, MSA will work closely with the distributor throughout the process. We will ensure the correct pricing and terms are quoted. MSA monitors all opportunities in our CRM system. Sourcewell opportunities will be identified and tracked in this system. In addition, a tracking code will be placed on all Sourcewell orders at the time of order entry so that they can be easily identified and reported on for internal metrics and external audits.</p> <p>On some occasions, MSA might process a Sourcewell order direct. These direct orders will be identified and coded at the time of order entry.</p> <p>This process will be defined in our ISO procedures, and all parties will be thoroughly trained.</p>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	MSA Customer Service is available via telephone and email in the U.S. and Canada from 8 AM to 5 PM Monday through Friday. They're measured against a 24-hour response time goal.  MSA's Customer Service is comprised of a tenured and knowledgeable team of associates known to provide tremendous value. They assist with Pre-Sales Support by providing product support and recommendations. They assist with sales orders and are involved in processing purchase orders, providing pricing and availability information, order status and delivery details. They're also involved with post-sales support by assisting with shipment tracking, issue resolution, product support with use and troubleshooting, repair service notifications, authorizations credit and corrected invoice requests.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	MSA plans to offer the products and services defined in this contract to eligible Sourcewell member entities in the US. MSA has a dedicated sales team and distribution network for product sales, service and support in the US.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	MSA plans to offer the products and services defined in this contract to eligible Sourcewell member entities in Canada. MSA has a dedicated sales team and distribution network for product sales, service and support in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All products include in this RFP are available for both the U.S. and Canadian Regions.	*
34	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?	MSA plans to offer the Sourcewell contract as a procurement option for any eligible customer in the US and Canada for the products defined in this proposal. MSA has other procurement options available for our end-user customers, and we will work with these customers on a case-by-case basis to find the purchasing option that works best for them. Via the terms and conditions of other cooperative contracts, MSA does not have any limitations in supporting and promoting the Sourcewell contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	MSA's standard shipping policy for direct orders into Hawaii, Alaska and the US Territories is prepaid and add, so the customer would be responsible for all freight charges. However, if orders are placed through our distribution network, our distributors have their own freight policies, so terms would be communicated on an order-by-order basis.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	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>To effectively market the Sourcewell contract to customers and prospects, MSA will build awareness through features and content on the MSA website and blog. This content will be promoted via email marketing through nurture campaigns, email newsletters, and our blog digest.</p> <p>As part of the marketing effort, automated emails promoting the Sourcewell contract can be sent to targeted prospects whenever a Sales Opportunity is created in the MSA CRM system.</p> <p>A marketing effort will also be launched to our channel partners to inform and educate people about the benefits of the contract. This will be done through dedicated, ongoing email campaigns.</p> <p>Additionally, Sales Tools and collateral will be created to enable our MSA and channel partner sales teams to effectively communicate the advantages of the Sourcewell partnership.</p> <p>For your reference, an example marketing form is attached.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>MSA leverages data and advanced technology to impact all phases of the marketing funnel. We drive awareness through an organic and paid social strategy, as well as run Search Engine Marketing, media network advertising, and comprehensive trade website advertising based on audience profiles of engaged users.</p> <p>We engage and convert our audiences with thought leadership content such as blogs and webinar speaking opportunities and deploying email nurture campaigns via Marketing Automation (Marketo).</p> <p>MSA employs advanced targeting tactics through leveraging our CRM (Salesforce) data and Marketing Automation system to run time-phased replacement cycles and cross-sell/upsell campaigns. Through programs built for Product Interest Scoring and Lead Scoring, we can identify buying intent and serve relevant and personalized content to prospects and customers.</p>
38	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>MSA views Sourcewell's role in promoting this contract as one as being a partner. MSA will take the lead in promoting this contract. We will thoroughly train our sales force and internal teams on the parameters and workings of the contract. We will also train our participating distributors, so that they can effectively assist in the communication/promotion of this contract. MSA will update our website and marketing materials to incorporate this Sourcewell contract.</p> <p>For Sourcewell's part, MSA would look for guidance and best practices to promote the contract. We would look for assistance with end-user customer questions regarding prior utilization of the contract and historical data.</p> <p>The overall strategy would be for MSA and Sourcewell to work as a team to service the needs of the end-user customers by providing a streamlined procurement initiative.</p>
39	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.	MSA does not plan to have an e-procurement ordering process for this contract. Due to the technical nature of the products that MSA is listing on this contract, it does not make sense to utilize e-procurement. Many of the items that would be ordered under this contract require the end-user customer to work closely with an MSA sales rep or distributor rep to transact the order.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *

40	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>At the time of sale and thereafter a customer can expect standard product training, operational usage, basic care inspection and maintenance. This training may be provided by an MSA associate and/or Channel Partner Representative. There is no additional cost to this level of training and would be provided in conjunction with the product(s) operating manual.</p> <p>MSA-U is another value-add offering via online training and education at no additional costs. These training courses are optional but provide additional videos, PPT, and online assessments for an end-user to sharpen his or her skill sets. A free online account can be set up through the MSA website.</p> <p>In addition, MSA offers a next level training focused on specific care, maintenance, repairs and SCBA testing. This is a certified level of training provided by an MSA CARE Instructor. Upon request, a customer must meet the requirements and obtain possession of a POSI 3 USB applicable tester (3rd party) and the appropriate tools list. SCBA Care certification is good for 6 years, with a 3-year passing facility audit. Price lists for these training options along with required tools list are attached under the pricing proposal.</p>
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41	Describe any technological advances that your proposed products or services offer.	<p><b>G1 Summary</b> The G1 SCBA is at the center of the MSA Connected Firefighter Platform. This platform approach allows for the capability to upgrade over time to stay ahead of technological advancements that enter the market.</p> <p><b>Integrated Thermal Imaging Camera (iTIC)</b> The integrated thermal imaging camera (iTIC) displays a clear thermal image on the color display of the control module. The iTIC option is compatible with all pre-existing versions of the G1 SCBA and requires no new or additional power sources. The camera sensor is built directly into the G1 SCBA control module. TIC mode is controlled easily through buttons on the control module. With TIC mode engaged, the user can toggle the display between multiple user-defined color palettes to improve thermal scene visibility.</p> <p><b>Voice Amplification</b> Voice amplification is integrated into the user's facepiece, without adding batteries or electronics to the facepiece itself. Microphones in the regulator capture the user's speech and is outputted through a speaker module on the shoulder. The microphones in the regulator also has a sensor to reduce inhaled breath, making electronic communication clearer for those on the fireground.</p> <p><b>Bluetooth®</b> Bluetooth capability comes standard with every G1 SCBA. The G1 SCBA seamlessly connects to a number of radio manufacturers, including Motorola, JVC Kenwood, BK Technologies, and L3Harris to create a SCBA to two-way radio voice communication system via a Bluetooth pairing connection. Using microphones built within the MSA G1 Regulator, the system recognizes and eliminates all background noise, allowing for crystal clear communication within the loudest of environments. When the low pressure warning device is activated and the user is in full alarm, voice communication is the only sound transmitted. This integrated solution provides ideal fireground communications from firefighter to incident command. Bluetooth also allows to connect the SCBA to a computer for adjusting SCBA configuration settings to better align with the department's standard operating procedures, as well as enable software upgrades to the SCBA as they become available with technological advancements.</p> <p><b>Rechargeable, Central Battery</b> The G1 SCBA comes available in a single, central battery that powers the entire SCBA's electronics (including HUD, PASS, integrated thermal imager, etc.). The battery is available in an industry-first lithium-ion rechargeable battery that significantly reduces the time and resources it typically requires to change alkaline batteries to power the SCBA.</p> <p><b>Adjustable, Swiveling Lumbar Pad</b> The adjustable lumbar pad provides three height adjustment positions for optimal fit, which can be adjusted in a jump seat. The adjustable lumbar pad includes a swivel feature that enhances freedom of movement and optimizes SCBA weight distribution.</p> <p><b>Connected Firefighter Summary</b> The MSA Connected Firefighter Platform is a system of devices and solutions to help keep your team safe, connected, and able to make proactive and confident decisions – on and off the fireground. The platform is comprised of the G1 SCBA, MSA HUB Fire Service, LUNAR® Connected Device, and FireGrid™. The Connected Firefighter Platform is supported by our cloud connected products which enable enhanced incident management operations, inventory management, and automated/digitized reporting and analytics.</p> <p><b>LUNAR Summary</b> As part of MSA's Connected Firefighter Platform, LUNAR® Connected Device and FireGrid provide enhanced connectivity, search and rescue technology, and situational awareness—on and off scene. These devices and solutions can help with keeping the entire team connected, locating a downed team member, accounting for the entire crew, and automatically notifying all team members, including Incident Command, that there is an alarm.</p> <p><b>HUB Summary</b> The MSA HUB is an accountability solution providing air management and event data for local and remote monitoring. The wireless cloud solution also provides automatic/digitized event reporting for post-incident evaluation.</p>
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42	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>MSA is committed to conducting our business in an environmentally sustainable way and ensures the protection of our natural resources. Continuous improvement of our global processes is managed through the MSA Operating System and our environmental management systems.</p> <p>MSA has set a 1.5-degree Celsius carbon reduction target, reducing our scope one and two emissions by 42% by 2030.</p> <p>We recycled 1,166 metric tons of materials globally in 2021.</p> <p>MSA is manufacturing products like the MSA V-Gard Green which is a hard hat produced from green high-density polyethylene (GHDPE), a biopolymer made from sugarcane-based ethanol. GHDPE is a renewable resource because sugarcane growth exceeds the rate of harvest.</p> <p>A link to the Environmental Sustainability portion of our website has been included on the attached Link Reference document. Through this link you can read about the above initiatives and more.</p>
43	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.	Currently MSA does not hold any third-party issued eco-labels and/or certifications related to the products offered in this proposal.
44	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.	MSA is classified as a large business concern. That said, we have an approved small business subcontracting plan, and as a part of this plan we support small business when possible. We have an internal process to review all suppliers and identify small business options. In addition, most of our distributors are classified as small business concerns, including women or minority business entity and veteran owned to name a few.
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>With more than 15 patents, the G1 SCBA platform includes several breakthrough features, such as the elimination of electronic components from the facepiece; a "Central Power" design that powers the entire unit from a single, rechargeable battery; darkness- and smoke-piercing "buddy lights" that provide visible indicators of critical air supply data from any angle; and improved voice amplification communications, all of which are standard G1 features.</p> <p>From a comfort perspective, the G1's unique ergonomic design, combined with an adjustable waist belt and wide shoulder straps, allows SCBA weight to be distributed more evenly on a firefighter's hips. Collectively, these features make the SCBA more comfortable when worn for longer periods of time.</p> <p>In addition to MSA's respiratory protection devices, we also offer a full line of firefighter safety solutions that include turnout gear, hoods, boots, helmets, thermal imaging, accountability, and software solutions.</p>
46	Describe compliance to applicable national standards such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	It is by regulatory requirements and offerings that some if not many of these products must meet various national standards to include, but not limited to NFPA, NIOSH and OSHA standards. MSA remains in good standing with these requirements and has a dedicated team made up of engineers and specialists when designing and submitting for these regulatory approvals. These standards are often communicated and reviewed with the end-user, so they better understand the product requirements and performance levels.
47	Describe how your product can be cleaned and decontaminated to prevent exposure to carcinogens.	The entire SCBA can be cleaned per the G1 Operating manual with the recommended Confidence Plus 2 cleaning solution or a mild cleaning solution if Confidence Plus 2 is not available. Additionally, the SCBA can be cleaned in an MSA qualified SCBA washing machine. Reference the attached cleaning and decon documents.

**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 *
48	Do your warranties cover all products, parts, and labor?	As described by MSA's warranty terms and conditions, MSA's warranty is inclusive of parts and labor for products under warranty when repaired by MSA authorized entities. Complete warranty details are provided on the warranty link on the attached Link Reference document.
49	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Products must be used according to the manuals, specification, and warranty terms and conditions to be eligible for warranty coverage. These terms and conditions can be found on the above-mentioned warranty link.
50	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Authorized MSA repair and service entities compensation for warranty repair and service is inclusive of travel time and mileage.
51	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?	MSA's distributor and service model provides geographic coverage for the entire United States and Canada.  MSA has factory service centers in the following locations throughout the US and Canada (Murrysville, PA, Chicago, IL, Houston, TX, Edmonton, AB, and Toronto, ON). In addition, many of our distributors are certified to repair MSA products, including in many cases mobile service capabilities for select MSA products including SCBA and portable instruments. This encompasses both standard repair work and warranty service.
52	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?	MSA will pass on all 3rd party warranty coverages onto the Purchaser/Customer for any applicable components or accessories not manufactured by MSA. MSA will help to facilitate this warranty process between the customer and these 3rd parties.
53	What are your proposed exchange and return programs and policies?	MSA will accept the return of eligible items. The standard restocking fee is 15%. In some cases, this restocking fee could be more for items that need additional repackaging prior to restocking. The item must have shipped within the last 12 months. There are additional limitations on the return/exchange of shelf-life items, custom items, assemble-to-order items, etc. In these cases, the restocking fee might be higher or in some instances the item might not be eligible for return/exchange at all. MSA reserves the right to review all returns at the time of return and determine the eligibility.
54	Describe any service contract options for the items included in your proposal.	MSA will not be offering any service contract options as a part of this proposal. On a case-by-case basis, the local MSA distributor might offer a service contract. However, any service contract offered through our distributor would be an open market purchase and would not be considered part of this contract.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	For orders placed directly with MSA, standard direct net payment terms are Net 30-days. Accepted payment methods include check, credit card, or ACH bank payment.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	MSA will not be providing any leasing or financing options under this contract. However, since we are also listing our distributors on this contract. It is possible that on a case-by-case basis the distributor might have a leasing or financing option. This would need to be negotiated with the distributor at the time of purchase.	*
57	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.	<p>The majority of MSA transaction documents will be through our enterprise management systems (SAP and Salesforce). Opportunities will be tracked and monitored in our Salesforce system. Orders will be entered and processed through our SAP ERP system.</p> <p>MSA will create a terms and conditions document for customers purchasing directly through this contract. Attached is an example of the Terms and Conditions document for the GSA contract. MSA would create a similar document for this Sourcewell contract.</p> <p>In addition, MSA will have a formal policy for our distribution network that outlines the process for when a distributor utilizes this contract.</p>	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	<p>For orders that are processed directly by MSA, we will accept P-card procurement from the Sourcewell member. No additional fees will be applied to the order.</p> <p>For orders processed through the MSA distributor, P-card eligibility will be on a case-by-case basis depending on the distributor's P-card policy.</p>	*

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Included in the attached documents on this proposal is MSA's current list price document which includes all items to be offered under this contract. At times, MSA will require the opportunity to institute list price increases for this contract, aligning with the increases we institute for our commercial customers. At least 30-day notice will be provided prior to any price increase and price increase justification information will be provided with all increase requests.
60	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.	MSA is offering a baseline, fixed price of 15% off list price for all the items on the contract. MSA intends for our distribution partners to manage direct sales with the customer, and we allow for pricing flexibility to them to offer a greater discount than the baseline 15% on a case-by-case basis.
61	Describe any quantity or volume discounts or rebate programs that you offer.	MSA will not be offering a pre-determined quantity or volume discount, however we do allow our distribution partners to deviate from the baseline 15% off list as needed on a case-by-case basis.
62	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.	Requests for customized products will be reviewed on a case-by-case basis and MSA (via our distribution partner) will supply a quote for each request. An example of a customized product would be a fire department's request to have their logo designed into the SCBA cylinder carbon wrap.  If MSA launches new products during a contract period, MSA would apply the 15% baseline discount off the newly launched product's published list price.
63	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.	MSA offers all primary hardware in this proposal. A user may choose to purchase additional items to fit their specific needs, such as a Rapid Intervention Team (RIT) bag for MSA's RIT system (SKUs included in proposal). The preferred RIT bag can be acquired through our distribution partners and is not included in our proposal.  Additional services may be required prior to installation and on an ongoing basis and can be purchased through our distribution partners. This would include services such as respirator fit testing, SCBA flow testing, and cylinder hydrostatic testing.
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	MSA's standard shipping policy for direct orders is prepay and add, so the customer would be responsible for all freight charges.
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	MSA's standard shipping policy outlined above applies to Alaska, Hawaii, Canada, and any offshore delivery.
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Customers have the option to pick up orders at MSA facilities if applicable. Orders can be shipped direct or through MSA distribution partners who are participating under this contract. In some cases, these distributors might offer direct delivery to the end-user location.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing offered under this proposal aligns with the pricing strategy on other similar contracts held by MSA. There can be variations in pricing related to contract size, type of product, ultra-competitive situations, regional location, etc.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
68	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>This process starts with the upfront training that MSA will provide to our sales force, customer service team as well as our participating distributor network. In this training, the process will be thoroughly outlined to all shareholders.</p> <p>All opportunities and orders will be appropriately coded in our system as Sourcewell contract related, so that reports can easily be generated for the purpose of contract tracking and calculation of any applicable administrative fees.</p> <p>In addition, MSA has annual internal and external audits on all contracts and administrative fee processes.</p>
69	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.	<p>If award the contract, listed below are some of the internal metrics that MSA will utilize to evaluate the success of this contract:</p> <ul style="list-style-type: none"> <li>*Sales volume through the contract.</li> <li>*Opportunities in our CRM system connected to the contract.</li> <li>*Market Share gains</li> <li>*Quotes generated by contract activity</li> <li>*Competitive Conversions</li> </ul>
70	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.)	MSA is proposing a 1% administrative fee for this contract.

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

Line Item	Question	Response *
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>G1 SCBA Summary The G1 SCBA is at the center of the MSA Connected Firefighter Platform. This platform approach allows for the capability to upgrade over time to stay ahead of technological advancements that enter the market. The G1 Facepiece (part of the G1 SCBA platform) enables a complete respiratory solution for fire departments that includes NFPA-compliant SCBA, rescue, escape, and particulate &amp; CBRN respiratory protection.</p> <p>G1 – Improved Communications:  <ul style="list-style-type: none"> <li>*Speak clearly via an integrated, noise-canceling voice amplifier</li> <li>*Be heard with integrated Bluetooth radio communications</li> <li>*Communications capabilities come standard with no additional hardware required</li> <li>*Access complete and immediate communications as soon as the SCBA is placed into service</li> </ul> </p> <p>G1 SCBA – Advanced Ergonomics &amp; Situational Awareness:  <ul style="list-style-type: none"> <li>*Minimize weight, reduce stress and fatigue, and help prevent snag and entanglement hazards with the electronic-free G1 Facepiece</li> </ul> </p>

\*Experience balance and agility with adjustable sizing and lumbar support  
 \*Improve situational awareness and navigate through environments with low visibility with integrated TIC or when connected to LUNAR

G1 SCBA – Return on your investment:

\*Confidently keep the G1 SCBA for the next 15 years  
 \*Increase the G1's technology capabilities when connected to other MSA equipment, including LUNAR  
 \*Quickly and easily update the platform with simple software updates, not added-on hardware  
 \*A rechargeable battery cuts down the need to buy, replace, and monitor a series of alkaline batteries

Key Product Features of the G1 SCBA include:

\*Facepiece - The G1 Facepiece was designed without electronic components to minimize weight, reduce your stress and fatigue and improve your overall performance level. There are no electronic components on the outside of the facepiece that may result in snag and entanglement hazards. By eliminating costly electronic components, the price is reduced substantially, allowing personal issue facepieces to be a cost-effective measure. The G1 Facepiece utilizes an inhalation check valve when the second stage regulator is connected, which directs potentially contaminated exhaled air away from the second stage regulator. The G1 Facepiece can be seamlessly utilized without the G1 SCBA, but other respiratory products including MSA's PremAire Cadet Escape, RIT System, APR, CBRN APR, and PAPR.

\*Integrated Thermal Imaging Camera (iTIC) - The integrated thermal imaging camera (iTIC) displays a clear thermal image on the color display of the control module. The iTIC option is compatible with all pre-existing versions of the G1 SCBA and requires no new or additional power sources. The camera sensor is built directly into the G1 SCBA control module. TIC mode is controlled easily through buttons on the control module. With TIC mode engaged, the user can toggle the display between multiple user-defined color palettes to improve thermal scene visibility.

\*Voice Amplification - Voice amplification is integrated into the user's facepiece, without adding batteries or electronics to the facepiece itself. Microphones in the regulator capture the user's speech and is outputted through a speaker module on the shoulder. The microphones in the regulator also have a sensor to reduce inhaled breath, making electronic communication clearer for those on the fireground.

\*Bluetooth® - Bluetooth capability comes standard with every G1 SCBA. The G1 SCBA seamlessly connects to several radio manufacturers, including Motorola, JVC Kenwood, BK Technologies, and L3Harris to create a SCBA to two-way radio voice communication system via a Bluetooth pairing connection. Using microphones built within the MSA G1 Regulator, the system recognizes and eliminates all background noise, allowing for crystal clear communication within the loudest of environments. When the low-pressure warning device is activated and the user is in full alarm, voice communication is the only sound transmitted. This integrated solution provides ideal fireground communications from firefighter to incident command. Bluetooth also allows to connect the SCBA to a computer for adjusting SCBA configuration settings to better align with the department's standard operating procedures, as well as enable software upgrades to the SCBA as they become available with technological advancements.

\*Rechargeable, Central Battery - The G1 SCBA comes available in a single, central battery that powers the entire SCBA's electronics (including HUD, PASS, integrated thermal imager, etc.). The battery is available in an industry-first lithium-ion rechargeable battery that significantly reduces the time and resources it typically requires to change alkaline batteries to power the SCBA.

\*Adjustable, Swiveling Lumbar Pad - The adjustable lumbar pad provides three height adjustment positions for optimal fit, which can be adjusted in a jump seat. The adjustable lumbar pad includes a swivel feature that enhances freedom of movement and optimizes SCBA weight distribution.

\*Connected Firefighter - The MSA Connected Firefighter Platform is a system of devices and solutions to help keep your team safe, connected, and able to make proactive and confident decisions – on and off the fireground. The platform is comprised of the G1 SCBA, ALTAIR® Portable Gas Detection, MSA HUB Fire Service, LUNAR® Connected Device, and FireGrid™. The Connected Firefighter Platform is supported by our cloud connected products which enable incident management and inventory management, as well as reporting and analytics.

Local Monitoring: With advancements in technology, tablet-based local monitoring extends visibility of all connected users on-scene, devices being used and their associated statuses to Incident Command. With MSA's local monitoring application,

		<p>FireGrid Monitor, information such as alarms, warnings, search status, estimated location, teams and air status are at your fingertips to aid in confident decision making.</p> <p>Remote Monitoring: FireGrid Remote Monitoring is a web-based, live monitoring, read-only view of all your department's active incidents – from any location.</p> <p>Search and Rescue: When a device is in alarm, all LUNAR devices within the vicinity are notified with the personalization of the device in alarm and the reason for the alarm – motion, manual, or hardware. In addition to each team member being notified, Incident Command is also notified in FireGrid Monitor about which device is in alarm, when the search starts, and who is searching. When a search begins, the searcher is given distance and directional information in addition to having their thermal imaging.</p> <p>Situational Awareness: LUNAR provides personal thermal imaging with edge detection to identify hot spots and ventilation points, improving situational awareness and making it easier to navigate through environments with low visibility.</p> <p>FirstNet: LUNAR is now available for use on FirstNet, the only nationwide communications network built with and for first responders and those who support them.</p> <p>Inventory Management: In MSA's web-based application, FireGrid Web, manage assets, work orders, purchase orders, tests, people, parts, and other details for your department. This asset management application supports MSA's SCBAs, facepieces, cylinders, HUBs, LUNARs, and turnout gear. Depending on product type, asset management will retain information such as type, model, serial number, sizing information, usage status, inspection information, issued department/asset location, history or personnel assigned to, all aiding in compliance.</p> <p>Reports and Analytics: After-scene data is automatically sent, aggregated and stored for report generation and data analytics—device and incident information. Each reported incident is listed on the Reports page. Incidents can be filtered by date or alarm type, and reports can be created for each incident.</p>
72	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>The G1 SCBA is the primary product related to this RFP, however there are accessory and complimentary products that seamlessly work with the G1 platform and the user's respiratory protection program. These subcategories include:</p> <ul style="list-style-type: none"> <li>*Air-Purifying Respirator equipment</li> <li>*Powered Air-Purifying Respirator equipment</li> <li>*Escape respirator equipment</li> <li>*Airline respirator equipment</li> <li>*Communications equipment</li> <li>*Accountability equipment</li> </ul>

**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
73	Self-contained breathing apparatus (SCBA) and supplied air breathing apparatus (SABA)	<input checked="" type="radio"/> Yes <input type="radio"/> No	MSA will offer a full line of SCBA and SCBA accessories.
74	Breathing air compressor and compressor systems, including mobile and stationary fill stations, cascade systems, purification, and storage	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable
75	Related equipment and accessories related to the offering of 71 - 72 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes
76	Services related to the equipment described in 71 - 72 above	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable

**Table 15: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 77. NOTICE:** To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

**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](#) - Sourcewell Pricing Documents.zip - Tuesday January 16, 2024 12:41:14
  - [Financial Strength and Stability](#) - Financial Documents.zip - Tuesday January 16, 2024 12:41:32
  - [Marketing Plan/Samples](#) - Marketing Plans-Samples.zip - Tuesday January 16, 2024 12:41:52
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - MSA G1 SCBA Warranty\_17.pdf - Tuesday January 16, 2024 12:42:04
  - [Standard Transaction Document Samples](#) - GSA Contract Terms & Conditions.pdf - Tuesday January 16, 2024 12:42:50
  - Requested Exceptions (optional)
  - [Upload Additional Document](#) - Link Reference Document-Sourcewell Proposal.pdf - Tuesday January 16, 2024 12:44:06

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Scott McGuire, NA Sales Channels Specialist, MSA Safety Sales LLC

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
<b>Addendum_3_Self_Contained Breathing Apparatus_RFP_011824</b> Fri January 12 2024 11:10 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_Self_Contained Breathing Apparatus_RFP_011824</b> Wed December 27 2023 08:49 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Self_Contained Breathing Apparatus_RFP_011824</b> Tue December 12 2023 05:20 PM	<input checked="" type="checkbox"/>	1

**Solicitation Number: RFP #011824****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Municipal Emergency Services, Inc., 12 Turnberry Lane, 2<sup>nd</sup> Floor, Sandy Hook, CT 06482 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment 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.

**EXPIRATION DATE AND EXTENSION.** This Contract expires March 29, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **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 or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

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

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

### 3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily 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 or its authorized dealers, distributors, or resellers, as applicable. 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 Sourcwell for this Contract and must provide prompt notice to Sourcwell 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, performance issues, 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 Sourcewell 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 Contract 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, 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. *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 liability-completed operations

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$1,000,000 per claim or event

\$1,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell 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 Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

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

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

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

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell 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 cannot 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 a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the 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.

Sourcewell

Municipal Emergency Services, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 3/29/2024 | 6:35 AM CDT

DocuSigned by:  
*John Walker*  
10644B472C64440...  
By: \_\_\_\_\_  
John Walker  
Title: CFO  
Date: 3/28/2024 | 1:23 PM CDT

# RFP 011824 - Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment

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## Vendor Details

Company Name: Municipal Emergency Services Inc  
Address: 12 Turnberry Ln  
2nd Floor  
Sandy Hook, CT 06482  
Contact: Chanda Riddick-Yamoah  
Email: criddick@mesfire.com  
Phone: 203-304-4132  
Fax: 203-264-3325  
HST#: 651051374

## Submission Details

Created On: Wednesday January 10, 2024 10:07:56  
Submitted On: Thursday January 18, 2024 15:04:32  
Submitted By: Chanda Riddick-Yamoah  
Email: criddick@mesfire.com  
Transaction #: 13f7806a-f3e4-4e07-8ffd-adfbc30a0779  
Submitter's IP Address: 151.181.51.74

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## 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")	Municipal Emergency Services, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	#1XBB1 T4MGJ9BU96J6
5	Proposer Physical Address:	12 Turnberry Ln 2nd Floor Sandy Hook, CT 06482
6	Proposer website address (or addresses):	www.mesfire.com
7	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):	John Walker CFO jwalker@mesfire.com 203-304-4132
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Chanda Riddick-Yamoah Contract Manager criddick@mesfire.com 203-304-4132
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Municipal Emergency Services, Inc. is a national full-line first responder and public safety distributor in the US. We also offer the purchase, service, and installation of specific products throughout Canada. We stock and distribute over 100,000 products from over 4,000 manufacturers. We currently have over 200 outside sales representatives, 150 mobile technicians, as well as dedicated inside sales staff and customer service representatives, 18 warehouse locations across the United States and Canada, and 25 regional offices providing our customers with excellent customer service and support. Our field technicians are professionally trained and have earned certifications to service specialized equipment. MES also offers service rates and custom services to meet our customer's needs and requirements.</p> <p>MES is a financially stable company with an excellent reputation with our customers and vendors. MES is a distinctive brand due to our national and Canadian reach, size, number of support channels, service technicians and strategically aligned regional offices and warehouses for turnkey operations. Our sales representatives are knowledgeable and trained on the equipment we offer. Our workforce includes former fire chiefs, firemen, and police officers who have a working knowledge of our products and are able to address concerns and share knowledge regarding the leading products offered by MES.</p> <p>In 2012 MES acquired Lawmen Supply. This merger gave the company the unique ability to serve all first responders and public safety officials on a national level. MES annual sales are more than \$300MM and most of our sales are for fulfillment of contracts and purchases to local, state, and federal first responder and public safety organizations. We are a financially stable company with an excellent reputation with our customers and suppliers.</p> <p>What makes MES distinctive is our national presence. Our size, number of sales representatives, service technicians, strategic warehouse locations and geographic coverage positions helps us to provide superior products and customer service to the Fire Service, Law Enforcement, and all public safety departments on a national level as no other sales and service distributor can do.</p> <p>Our numerous awards and expanding customer base indicates a successful track record and continuous trust within the industry. An award with Sourcwell will assist us to reach new markets and customers. We will also be able to increase the number of services and products offered to our customers who are familiar with Sourcwell for their procurement needs.</p>	*
11	What are your company's expectations in the event of an award?	In the event of an award, MES expectations are to continue with our year over year growth with our updated contract. Our expectations include a successful launch and communication with our sales teams to inform our customers of our updated contract. Our customers will be informed of the new contract and our commitment to offer product and solutions to meet their needs.	*
12	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.	Please see attached	*
13	What is your US market share for the solutions that you are proposing?	25%	*
14	What is your Canadian market share for the solutions that you are proposing?	less than 1%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Distributor/Dealer/Reseller. Please see attached authorization letter.	*
17	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.	Municipal Emergency Services, Inc. have several levels of management with experience and training to ensure compliance to NFPA when providing materials or servicing fire departments and other agencies. Our team is has been trained and can identify the standards and subject matter regarding NFPA and SCBA certification. Our technicians are certified to evaluate, test, and repair 3M/Scott Safety systems, and other air supply compressors and components. MES is one of only a few nationwide Five Star certified 3M Scott National Service Group. In addition, 98% of our sales force are former fire fighters or law enforcement officers who possess hands on training	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	n/a	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	*
19	Describe any relevant industry awards or recognition that your company has received in the past five years	MES has received multiple awards from our vendors to recognize us an industry leader or a partner within the industry. Our awards include platinum and diamond recognition as leading partners as well as multiple Best of Show awards as participants in national and regional fire shows and conferences. Please see attached. Veridian 2022 & 2021 - Diamond Partner Fire Dex 2022 Premier Partner Platinum Award	*
20	What percentage of your sales are to the governmental sector in the past three years	98%. MES supports and supplies local, county, city and state government agencies which comprises the majority of all sales.	*
21	What percentage of your sales are to the education sector in the past three years	2%. MES supports and supplies several university and colleges throughout the nation. This sector comprises a small amount of sales but has seen growth over the last three years.	*
22	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?	NPP - \$18,000,000 HGAC - \$20,500,000 LA COUNTY FIRE - \$6,316,000 STATE OF PA - \$40,000,000	*
23	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?	GSA #GS07F0348V	*

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	*
Denver Fire Department	Phillip Morelli, Division Chief	720-913-3446	*
Aurora Fire Rescue	Jeff Johnson, Captain	303-326-8628	*
Dekalb County Fire	Terence Wilkes, Captain	678-227-1831	*

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** 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 *	
Phoenix Fire Support Services	Government	Arizona - AZ	SCBAs, products, materials, testing, and service	\$323,639	\$11,651,012	*
Dekalb County Purchasing & Contracting	Government	Georgia - GA	SCBAs, products, materials, testing, and service	\$132,074	\$4,754,651	*
DFD Operations	Government	Colorado - CO	SCBAs, products, materials, testing, and service	\$95,556	\$3,440,015	*
Horry County Fire & Rescue	Government	South Carolina - SC	SCBAs, products, materials, testing, and service	\$76,752	\$2,763,088	*
Aurora Fire Department	Government	Colorado - CO	SCBAs, products, materials, testing, and service	\$74,045	\$2,665,637	*

**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 *
26	Sales force.	MES has increased our sales force to 200 Sales Representatives. 170 of our Sales Reps are trained to sell SCBA products and services. The Sales Reps without this training will reach out to their counter parts when presented with an opportunity in this sector. Our Sales force is growing to support our expanding customer base. In addition, we have an internal sales team which works closely with our Sales Representatives to maximize customer support and feedback regarding our products and delivery. We also have a skilled regional office support throughout the US to address customer inquiries and requests effectually and quickly.
27	Dealer network or other distribution methods.	MES is the distributor/dealer for the products listed in this bid.
28	Service force.	MES has increased our service support to 134 service technicians. Our service technicians are equipped with mobile vans, tools, and manufacturer certifications to address customer needs and requests.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders are handled by our sales representatives and our internal customer service teams. Our Sales Representative or customer service reps will receive a PO from our customers. The CSR will then review the order to ensure pricing reflects the Sourcewell member number and correct discount offered. Once review is completed, the CSR contacts our vendor or checks our warehouses to located the product ordered and deliver as per the lead-time requested.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service teams and office support staff has expanded to over 130 skilled and trained teams strategically located at our regional offices throughout the US. Our response time to inquiries are same day or within 24 hours. Our customer service teams are responsible for order placing, job scheduling, and follow-up
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	MES performs training classes and provide updates to our Sales teams via internal newsletters or quarterly correspondence on Sourcewell updates and tips. This equips our teams to identify new members or grow established members product supply of our equipment.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	MES will not be able to support in sales in Canada for SCBAs products or service with the exception of product and materials from RevolveAir.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	MES will not provide any products to Canada with the exception of product and materials from RevolveAir. MES will not provide any products to Hawaii at this time. MES distribution agreements are for the USA and that is where we have sales, service, and customer service staff to maintain the market in the USA. MES covers 44 states so there are only a few areas in the USA MES does not have sales coverage. Maine, Rhode Island, Kentucky, Michigan, Wisconsin, and North Dakota
34	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?	MES has a nationwide presence and coverage with a sales force across the US that our strategically located to support request from government, non-profit, or educational entities. MES has a strategic location in Branford Ontario to support the purchase and installation of RevolveAir Systems.  MES can support and provide products to all participating agencies.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Shipping or freight cost for large or heavy items will require a quote for transportation cost. MES will provide an equitable shipping cost for the customer to review that will meet their expectations and lead-time. Hawaii and Alaska orders will be quoted for shipping. This would also apply to all US territories.

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	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.	Our marketing strategy includes internal and external training classes for our sales teams and customers. We also use literature to describe the process and product offering. We identify and include contract tips in internal newsletters and company wide communication. We also market additional products to our customers of accessories or other materials listed on our contracts during the purchase of materials from our customers.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	MES utilizes Facebook, Twitter, Youtube, Instagram, and LinkedIn to increase our brand awareness. We also interface with potential customers and clients using these platforms and showcase customer testimonials.
38	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?	We value Sourcewell's role in promoting our contracts on the portal and with members searching for particular products. In the past, we have seen that Sourcewell's familiarity with our products frequently provides leads and customer's to our page to make contact for more information.
39	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.	E-procurement can be used using our website ( <a href="http://www.mesfire.com">www.mesfire.com</a> ). Customers are able to register a username and password on this website. Once this is completed, users can research products by vendor name, brand, or commodity. Items selected are placed in a basket. Once all items are selected, users can pay online using a credit card. If more information is needed, customers can print their items for purchase and request a sales representative to contact them.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	MES offers SCBA training, annual testing, and service maintenance for this product. In addition, we offer new certification packs. If customers do ask or require training on any of our products, MES is able to provide this at most times with little or no additional costs. This is part of our training programs such as SCBA training, annual testing, and service maintenance. In addition, we offer new certification packs. If customers do ask or require training on any of our products, MES is able to provide this at most times with little or no additional costs.
41	Describe any technological advances that your proposed products or services offer.	MES provides SOS stores which are signature online stores which are used for customers who are interested in providing a portal for jurisdictions, departments, or towns to purchase specific product online.
42	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.	N/A
43	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.	N/A
44	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.	N/A
45	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?	MES offers the largest and competitive pricing for first responder equipment and materials. Due to our commitment to safety and quality, our sales team consist of current or form fire fighter professionals or police officials. We offer solutions and services that can come directly to the customer with our trained and certified technicians across the nation and in Canada. This experience and service is unique to MES and has been an attribute that keep customers returning for more product due to their positive purchasing experience and trust in materials with MES.
46	Describe compliance to applicable national standards such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	MES adheres to the national standards of NFPA, OSHA, and ANSI through our activities and compliance efforts internally and with our manufacturer's products and materials. We have requirements and testing for specific products that must meet our exceed testing levels by our manufacturer's to supply us with products or materials. Our relationship with 3M Scott for SCBAs also complies with these national standards. Our technicians are trained for testing and product repair to ensure these standards are not compromised. We have annual training and certification requirements that adhere to these standards that our company follows and implements to ensure safety and top quality materials,
47	Describe how your product can be cleaned and decontaminated to prevent exposure to carcinogens.	The Scott Pak can be be grossly deconned to remove large debris prior to disassembly. Once disassembled, the airpak can be scrubbed with a sponge/cloth and warm water mixed with disinfectant. Once dry the airpak can be reassembled.

**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 *
48	Do your warranties cover all products, parts, and labor?	Due to the expanse of our product offerings, our warranties offer numerous product specific assurances for the products purchased by our customers. Typically, our warranties offer a common coverage against manufacturer defects and product performance up to 12 months. The warranties also cover parts and labor within the specified time of coverage.
49	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The majority of the warranties for the manufacturers listed in this bid provides industry standard coverage as part of our vetting process when working with vendor base. We work closely with each manufacturer to work through any warranty issues with our customers.
50	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Most of our warranties do not cover transportation cost or mileage unless there is a gross malfunction or failure of the product purchased. In these instances, we work with the customer directly to ensure MES can rectify the situation.
51	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?	MES does not have any regional technicians located in New Hampshire, Maine or Vermont. We also do not have technicians in Canada for our full product line of SCBAs. We will have support for RevolveAir Systems in Canada. If a customer has a need in these areas, we would offer a solution and the additional cost needed for transportation and other travel cost for the staff needed for training or testing.
52	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?	MES will perform the warranty service as an authorized repair center unless the OEM has specified in the warranty to return the product or products to the OEM's location for repair.
53	What are your proposed exchange and return programs and policies?	Goods received damaged or deflection will be repaired or replaced based on the guidelines and terms of the warranty.
54	Describe any service contract options for the items included in your proposal.	Service contract options for MES includes annual testing, repairs, and 3M Scott Safety repairs and service.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	MES has standard payment terms of Net 30. We also accept payment via credit card for payments under \$10,000.
56	Describe any leasing or financing options available for use by educational or governmental entities.	Leasing is available with Community Leasing Partners.
57	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.	MES will use quotes, purchase orders, and invoices as standard transactions in connection to these products if awarded a contract. Examples are attached.
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	MES accepts the p-card procurement for payment. We do not request fees or additional costs for using this method. P card payments cannot exceed \$10,000

**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 *
59	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.	MES will provide discount off List/MSRP pricing. Attached are our vendors current list price. We will also include a spreadsheet listing each vendor and the discount offered.
60	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.	MES will provide a discount off of the vendor MSRP sheet as the Sourcwell proposed bid price.
61	Describe any quantity or volume discounts or rebate programs that you offer.	N/A
62	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.	N/A
63	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.	N/A
64	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, or shipping is an additional cost only for customer requests for expedited, next day, or for bulky oversized shipments. Items in this category are quoted upon request.
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping and/or freight to Alaska or Hawaii are quoted upon request. We also deliver specific products within the Quebec region of Canada. Freight will be reviewed when requested from our Canadian customers to determine if additional costs and expenses are needed to provide materials. If additional freight cost are identified, the cost will be presented to our Canadian customers for approval prior to delivery.
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	MES offers the unique ability to supply our customer's from the closest warehouse located to the site of service or delivery. Our unique distribution methods provides the ability to deliver quickly and efficiently across the US and in certain areas in Canada. Special delivery requirements or expedited delivery options are also available and can be quoted upon request. In the event a product is not in stock, our relationships with our vendors typically results in expedited availability shipped to our customers with little to no impact to the delivery requirements.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
68	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.	MES utilizes tools such as report analysis and quarterly reviews to self-audit by our Accounting and Contracts Department. Reports are analyzed to make sure vendors listed and products purchased are on contract and listed on the correct agreements. In addition to the reports, internally our software for ordering has checks and balances that our Sales Rep must select before a sales order or quote can be approved.
69	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.	Internally we track quarterly growth and sales compared to the previous year. We also review the top products purchased to identify accessories or services which could help grow the business.
70	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.)	MES proposes to continue our 1% quarterly fee for all sales if awarded the contract.

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

Line Item	Question	Response *
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	MES believes in providing top rated and high quality products in this category. Our vendors and the products are researched to provide the best in attributes such as quality, performance, warranty, and responsiveness. When supplying products and services in structural firefighter equipment or eyewear, the expectation remains the similar across all categories.
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	n/a

**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
73	Self-contained breathing apparatus (SCBA) and supplied air breathing apparatus (SABA)	<input checked="" type="radio"/> Yes <input type="radio"/> No	MES is able to provide products and support in this category in partnership with 3M Scott.
74	Breathing air compressor and compressor systems, including mobile and stationary fill stations, cascade systems, purification, and storage	<input checked="" type="radio"/> Yes <input type="radio"/> No	MES has listed our brand of available air compressor systems with RevolveAir.
75	Related equipment and accessories related to the offering of 71 - 72 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	MES has listed vendors to assist our customers to have accessories and equipment available to help complete repair and maintenance requirements.
76	Services related to the equipment described in 71 - 72 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	MES has 5Star rated technicians to assess and complete options for repair and maintenance to related equipment.

## 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](#) - Final Pricing 011824.zip - Thursday January 18, 2024 15:04:03
  - [Financial Strength and Stability](#) - Financial Statements.zip - Wednesday January 10, 2024 11:03:47
  - [Marketing Plan/Samples](#) - MES Marketing Materials FINAL.docx - Wednesday January 17, 2024 10:58:52
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - AIRPAK - WARRANTY.pdf - Tuesday January 16, 2024 07:53:30
  - [Standard Transaction Document Samples](#) - QT1730512.FIREDEX.pdf - Tuesday January 16, 2024 14:57:55
  - [Requested Exceptions](#) - MES Insurance Exceptions.pdf - Wednesday January 17, 2024 11:48:31
  - [Upload Additional Document](#) - MES 011824 Auth 5Star Awards.zip - Wednesday January 17, 2024 14:43:14

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - John Walker, Chief Financial Officer , Municipal Emergency Services, Inc.

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_3_Self_Contained Breathing Apparatus_RFP_011824</b> Fri January 12 2024 11:10 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_Self_Contained Breathing Apparatus_RFP_011824</b> Wed December 27 2023 08:49 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Self_Contained Breathing Apparatus_RFP_011824</b> Tue December 12 2023 05:20 PM	<input checked="" type="checkbox"/>	1

## **Municipal Emergency Services #011824-MES**

Pricing for contract #011824-MES offers Sourcewell participating agencies the following discounts:

- Up to 16% discount off MSRP, depending on the product and/or vendor

## MES - Sourcwell Contract #011824

<b>PRODUCT CATEGORY</b>	<b>PRODUCT DESCRIPTION</b>	<b>MANUFACTURER</b>	<b>PERCENTAGE OF PUBLISHED PRICE OR AS NOTED</b>
SCBA & Equipment	SCBA sets NFPA	3M Scott Safety	16% Off Current MSRP
SCBA & Equipment	Communications and Face Piece Options	3M Scott Safety	9% Off Current MSRP
SCBA & Equipment	Cylinders	3M Scott Safety	16% Off Current MSRP
SCBA & Equipment	Air Cart	3M Scott Safety	5% Off Current MSRP
SCBA & Equipment	Fill Stations and Compressors	Revolveair	Net MSRP
SCBA & Equipment	Rit Paks	3M Scott Safety	9% Off Current MSRP
SCBA & Equipment	Ska Paks	3M Scott Safety	9% Off Current MSRP
SCBA & Equipment	Pak Tracker	3M Scott Safety	9% Off Current MSRP
SCBA & Equipment	Service for SCBA Air Test	3M Scott Safety	Contact, MES Rep for Service Coverage and Pricing
SCBA & Equipment	Service for SCBA Air Test	MES Scott Tech	Contact, MES Rep for Service Coverage and Pricing
SCBA & Equipment	Service for Fill Stations and Compressors	MES Tech	Contact, MES Rep for Service Coverage and Pricing
SCBA & Equipment	Parts	3M Scott Safety	Net MSRP
SCBA & Equipment	Parts	SCBAs	9% Off Current MSRP
SCBA & Equipment	Parts	Rescue Intellitech	Net MSRP

**Solicitation Number: RFP #011824****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Sea-Western Inc., 12815 NE 124<sup>th</sup> St., Suite H, Kirkland, WA 98034 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment 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.

EXPIRATION DATE AND EXTENSION. This Contract expires March 29, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. 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 or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

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

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

### 3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily 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 or its authorized dealers, distributors, or resellers, as applicable. 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 Sourcwell for this Contract and must provide prompt notice to Sourcwell 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, performance issues, 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 Sourcewell 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 Contract 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, 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. *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 liability-completed operations

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell 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 Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

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

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

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

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell 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 cannot 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 a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the 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.

Sourcewell

Sea-Western Inc.

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 3/27/2024 | 6:30 PM CDT

DocuSigned by:  
*Troy M. Enright*  
By: FD1ECE510C3143E...  
Troy Enright  
Title: Director of Operations  
Date: 3/27/2024 | 5:48 PM CDT

# RFP 011824 - Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment

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## Vendor Details

Company Name: Sea-Western Inc  
Address: 12815 NE 124th St  
Suite H  
Kirkland, Washington 98034  
Contact: Troy Enright  
Email: troy@seawestern.com  
Phone: 360-961-8048  
HST#: 91-0998307

## Submission Details

Created On: Wednesday January 03, 2024 18:31:26  
Submitted On: Thursday January 18, 2024 15:49:45  
Submitted By: Troy Enright  
Email: troy@seawestern.com  
Transaction #: 053db391-a6d8-49d4-a6c8-fd276f82bd34  
Submitter's IP Address: 50.208.200.94

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## 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")	Sea-Western Inc
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 0JXB0 Unique Entity Identifier: L8QLNQHQN8U4
5	Proposer Physical Address:	12815 NE 124th St Suite H Kirkland, WA 98034
6	Proposer website address (or addresses):	<a href="https://seawestern.com/">https://seawestern.com/</a>
7	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):	Troy Enright - Director of Operations  SeaWestern 12815 NE 124th St Suite H Kirkland, WA 98034  info@seawestern.com, troy@seawestern.com 425-821-5858
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Troy Enright - Director of Operations  SeaWestern 12815 NE 124th St Suite H Kirkland, WA 98034  info@seawestern.com, troy@seawestern.com 425-821-5858
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Steve Morris - President  SeaWestern 13126 NE Airport Way Portland, OR 97230  steve@seawestern.com 503-816-4516

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>SeaWestern is a fire distribution company with its corporate headquarters in Kirkland, Washington and has been in the fire distribution business in the Western United States for the past 45+ years. Our company was founded by Russ Morris in 1976 and is currently led by his youngest son, Steve Morris. SeaWestern has been focused on providing the highest level of customer service in the fire distribution industry. The SeaWestern Mission statement is to provide "Quality Products, at a Reasonable Price with Service After the Sale." This focus on service after the sale, has allowed SeaWestern to be highly successful in the Pacific Northwest and the fundamental basis for the recent expansion over the past five (5) years from three (3) states to now serving 11 western states and generating over \$42 million in sales in 2023. Many of these sales are through the fulfillment of purchases through contracts to local/municipal and state organizations. To support SeaWestern's increasing geographic service area we have strategically selected warehouse locations to provide our customers not only with superior products but also a high level of support. Our corporate headquarters is located in Kirkland, Washington, and SeaWestern has branch offices in Tacoma, Washington; Portland, Oregon; Las Vegas, Nevada; and Denver, Colorado.</p> <p>SeaWestern is proud to be the distributor of the highest quality products to the fire service, government agencies including state, local and education and public entities. SeaWestern works with over 60 vendors/manufactures which include industry leaders such as 3M/Scott Fire &amp; Safety, Lion PPE &amp; Training, Bauer Compressors, Key Fire Hose, Elkhart Brass Nozzles, Phenix Helmets, SOLO washers, Flir Thermal Imaging and more. SeaWestern is focused on building strong partnerships and efficient lines of communication both with our manufacturing partners and the customers we serve to make the acquisition process as efficient and smooth as possible.</p>	*
11	What are your company's expectations in the event of an award?	With this award SeaWestern looks forward to providing our sales force an important tool to further educate our customers on a significant procurement vehicle for fire departments and agencies that may or may not use Sourcwell currently, and/or plan to utilize group purchasing contracts to acquire products and services that meets their needs. This added value will help to address purchasing policy requirements by insuring they are getting a competitive RFP process satisfied, a full line of contracted solutions, national discounted pricing, vetted supplier/distribution sources while minimizing the associated cost of going out to bid / RFP. SeaWestern is prepared to ensure full compliance to the solicitation requirements of the contract.	*
12	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.	SeaWestern is a stable and growing organization represented by the bank reference letter and audited financials from 2023. Please see the attachment "Sea-Western 2023 Financial Statements - FINAL"	*
13	What is your US market share for the solutions that you are proposing?	SeaWestern approximates that we currently serve 10-15% of the nationwide market and 30-35% of the western states market for the solutions proposed. Over the past few years SeaWestern has an approximate current growth rate of 40% per year and estimates doing business with 50-60% of the western markets we serve in the next couple of years to which these products and services apply.	*
14	What is your Canadian market share for the solutions that you are proposing?	N/A	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
16	<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>a) SeaWestern is an authorized distributor/dealer/reseller for the manufacturer's products and models represented in this proposal in the regions &amp; territories designated by associated distribution agreements.</p> <p>As a distributor/dealer, SeaWestern is also an authorized / certified service provider for both 3M Scott Fire &amp; Safety and Bauer Compressors. All SeaWestern staff and representatives are employees, and we are an independent dealer.</p> <p>Please see written authorizations attached under: Dist &amp; Serv Certs_Agreements_Catalogs_Manuals (Zip Folder)</p>	*

17	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.	SeaWestern holds business licenses in the 11 western states it conducts business in. SeaWestern is an authorized reseller for both 3M Scott (SCBA) and Bauer (Compressors) and hold certifications to perform services on related products and equipment adhering to National Fire Protection Association (NFPA), National Institute for Occupational Safety and Health (NIOSH), American National Standards Institute (ANSI) and Department of Transportation (DOT) standards. SeaWestern is a certified 3M SCOTT Fire & Safety 5-Star Service Center and a Bauer Compressor Authorized Service Provider. SeaWestern also provides in-house Hydrostatic testing of breathing air cylinders.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A – SeaWestern has not been suspended or disbarred from participating in any solicitation.	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	SeaWestern has won a number of sales achievements and associated awards over the past 30 years. Most recently SeaWestern was named LION Dealer of the Year for 2021 & 2023, and continues to be a Bauer Compressors Top Ten Partner for over the past decade, both top industry distinctions. SeaWestern is one of the few distributors in the nation that is a certified 3M Scott Fire & Safety 5 Star Service Center.	*
20	What percentage of your sales are to the governmental sector in the past three years	SeaWestern estimates that approximately 98%+ of sales have been to the governmental sector in the past three years.	*
21	What percentage of your sales are to the education sector in the past three years	SeaWestern estimates that approximately 2% or less of sales have been to the education and private sector in the past three years.	*
22	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?	Turnout & PPE Contracts: Puget Sound Fire Authority ILA approximately \$12M in past 3 years Portland Fire Dept. approximately \$1.5M in past 3 years Grand Junction Fire Dept. approximately \$925k in past 2 years Denver Fire Dept. approximately \$390k in past year Poudre Fire Dept. approximately \$250k in past year North Las Vegas Fire Dept. approximately \$170k in past year Colorado Division of Fire Protection and Control - \$185k in past 2 years  Thermal Imaging Camera: Tualatin Valley Fire & Rescue ILA approximately \$375K in past 3 years Portland Fire Dept. approximately \$225k in past 3 years  3M/Scott HGAC (Houston-Galveston Area Council) contact sales over the last 3 Years - \$8.25M Bauer NPPGov contract sales over the last 3 Years - \$3.65M	*
23	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?	Currently SeaWestern does not hold any GSA contracts, Standing Offers and Supply Arrangement.	*

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Portland Fire & Rescue	Bill Goforth - Deputy Chief of Logistics	503-823-4558	*
Central Pierce Fire and Rescue	Radcliffe McKenzie - Assist Chief of Safety	253-538-6533	*
North Las Vegas Fire Department	Scott Schuster - Fire Logistics Officer	702-669-3343	*

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** 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 *
Seattle Fire Department	Government	Washington - WA	SeaWestern supports the department with Turnouts, PPE, Helmets, Leather Fronts, Bauer Compressors, Thermal Imaging Cameras and Scott SCBA.	Size of transactions come in various amounts including under \$100, but typically range anywhere from \$10k to \$1M.	\$4.2 million
Tualatin Valley Fire & Rescue	Government	Oregon - OR	SeaWestern supports the department with Turnouts, PPE, Hoods, Gloves, Boots, Stationwear, Fans, Bauer Compressors, Hose & Nozzles, Thermal Imaging Cameras, Scott SCBAs and Service.	Size of transactions come in various amounts including under \$100, but typically range anywhere from \$5k to \$2M.	\$3.5 million
Portland Fire & Rescue	Government	Oregon - OR	SeaWestern supports the department with Turnouts, PPE, Hoods, Gloves, Boots, Stationwear, Fans, Bauer Compressors, SOLO Washers, Thermal Imaging Cameras, Scott SCBAs and Service.	Size of transactions come in various amounts including under \$100, but typically range anywhere from \$5k to \$250k.	\$2.1 million
Tacoma Fire Department	Government	Washington - WA	SeaWestern supports the department with Turnouts, Stationwear, Boots, Gloves, Hose & Nozzles, Thermal Imaging Cameras and Wildland.	Size of transactions come in various amounts including under \$100, but typically range anywhere from \$1k to \$200k.	\$2 million
Central Pierce Fire & Rescue	Government	Washington - WA	SeaWestern supports the department with Turnouts, Stationwear, Response Gear, Helmets, Gloves, Boots, Thermal Imaging Cameras, Hose & Nozzles, Wildland, Bauer Compressors and Service.	Size of transactions come in various amounts including under \$100, but typically range anywhere from \$1k to \$225k.	\$1.8 million

**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 *
26	Sales force.	SeaWestern currently has 43 members of our team of which 41 are full-time employees of which two (2) are part time, one (1) in sales and one (1) in service. SeaWestern has six (6) members in management roles, 17 sales professionals, six (6) members in administrative sales and service support roles, and 14 in service technician roles. SeaWestern's sales force has representatives in all 11 western states that we directly serve with the exception of California (transition) and Wyoming as rep resides in Colorado.

27	Dealer network or other distribution methods.	<p>SeaWestern works with Direct Sales Representatives (DSR) of manufacturers and independent manufacturers' representative firms to provide additional direct to customer support.</p> <p>As an example, SeaWestern works closely with Shur-Sales, a multi-divisional independent manufacturers' representative firm that has a sales force in the Industrial Safety Equipment and Fire-Fighting Equipment marketplaces. Each division has a dedicated sales force, focusing on their specific markets to support SeaWestern with represented manufacturer products in designated territories.</p> <p>Shur-Sales &amp; Marketing Industrial Safety Team territory includes; Colorado, Montana, Wyoming, Idaho, Utah, New Mexico, North-Western Nevada, Kansas, Nebraska, Missouri, and Southern Illinois.</p> <p>The Shur-Sales Fire Service Team territory includes Colorado, Montana, Wyoming, Idaho, Utah, Arizona, Nevada, Washington, Oregon, California, El Paso, Texas, Hawaii, and Alaska.</p>	*
28	Service force.	<p>SeaWestern service personnel members are a combination of 3M Scott Fire &amp; Safety and Bauer Compressor certified technicians. We have 14 service technicians located throughout our territory designations which includes 10 mobile service technicians, and four (4) in-house service technicians at our office locations in Kirkland WA, Portland OR, Las Vegas NV, and Denver CO.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Often SeaWestern provides our customers with a quote for review. When SeaWestern receives authorization (verbal, written or purchase order) from the participating customers entities to place an order, SeaWestern then enters the order for product and / or services through our NetSuite automated ERP system. Customers can also place orders online via our SeaWestern website. Orders are then fulfilled from SeaWestern inventory and / or a Purchased Order is placed to a manufacturer / supplier which may or may not drop ship directly to customers. Once an order has been fulfilled, either a receipt is sent for credit card orders, or an invoice is sent to the customer with Net30 terms to remit payment.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>SeaWestern understands that delivery, in addition to quality and price, matters. With that in mind, we strive to keep a large inventory of the items our customers want on our shelves. We ship all orders received by 1pm the same day. Being centrally located means next-day delivery for most of our customers. In addition, we stock a large volume of sought-after merchandise, which enables us to obtain some very attractive volume pricing from our manufacturers; value that we gladly pass along to our customers in the form of reasonable prices. We work hard on our customers' behalf to secure the very best pricing.</p> <p>SeaWestern recognizes that in today's world, we all have a lot of tasks competing for our time. With that in mind, SeaWestern employs a full-time, factory-certified mobile technician available to provide maintenance on your 3M Scott SCBA's and/or air system needs (compressor, fill stations, etc) right at your station!</p> <p>SeaWestern's commitment to Service after the Sale is further supported by an in-house 3M Scott 5-Star Certified repair center which offers fast turn-around on the repair of 3M Scott SCBA's, flow testing and hydrostatic testing.</p> <p>In valuing our customer's time, we strive to have a knowledgeable outside sales staff and inside customer service staff; so the customer's call is handled with the first inquiry. We back up that commitment by providing product training seminars for our staff at regular intervals and opportunities for factory-provided training.</p> <p>SeaWestern's headquarters is located in Kirkland, WA and the standard hours of operation are Monday through Friday from 7:30am – 5pm PST. However, SeaWestern territory sales representatives and mobile service technicians may provide extended hours based upon geographical location and customer agreement. A SeaWestern representative can be reached by phone at 1-800-327-5312 or by email at info@seawestern.com. During the business day we strive to return messages within a couple hours and provide next business day turnaround on phone and email inquiries outside of normal business hours. The local SeaWestern sales representative and mobile service technician will provide their contact information directly to customers they serve in case of emergencies outside typical operating hours. For emergency work outside of regularly scheduled service SeaWestern makes every effort to address within 48 hours during the business week.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>In combination with the broad products and services it provides, SeaWestern looks forward to a Sourcewell award to better serve our customers in our designated territories by providing the additional value of a government entity / purchasing vehicle for the ease and security of acquisition. With SeaWestern's growing territory and sales team, we look to increase Sourcewell contract utilization as we have the personnel, infrastructure, processes, and capacity to implement effectively and adhere to the contact terms and conditions set forth.</p>	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	N/A - SeaWestern only conducts business domestically in the western United States.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Based on our current manufacturer territory agreements, SeaWestern does not serve beyond Colorado in the central to eastern regions of United States nor any part of Canada. SeaWestern conducts in-person business with our fire service customers in 11 western states, including Alaska, Arizona, California, Colorado, Idaho, Montana, Nevada, Oregon, Utah, Washington and Wyoming.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	At this time the only limiting factor to NOT fully serving participating entity sectors (i.e., government, education, not-for-profit, etc) would be due to regional presence. No other cooperative purchasing contracts or agreements limit our ability to promote another contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	SeaWestern does not currently serve Hawaii or other US Territories. Due to the potential complexity of logistics to remote locations in Alaska, SeaWestern will provide a quote for shipping/transportation before customer acquisition.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *	
36	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>SeaWestern looks forward to further educating our sales force by providing Sourcewell contract details, resources and play book to promote to current and new customers simplifying administrative tasks and offering them discounted pricing. SeaWestern will also market to all potential customer entities by utilizing promotional tools online, email and print materials, immediately announcing the Sourcewell award on these mediums.</p> <p>SeaWestern has a boots on the ground model with direct Sales Reps visiting fire departments on an ongoing basis. Our sales reps have strong relationships with fire service departments that in some cases goes back decades. SeaWestern participates in trade shows and conferences across the western region (approx. 15-20 per year). SeaWestern also maintains a marketplace website providing contract and product information allowing customers to place online orders via the website.</p> <p>Please see attached examples: Marketing Plan (Zip Folder)</p>	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	SeaWestern understands that we live in a digital age where technology and data greatly impact the marketing of one's brand, products and services. SeaWestern uses metadata to enhance marketing effectiveness and utilizes social media such as Facebook and LinkedIn to network with agencies and increase promotion. In addition, SeaWestern promotes its products and services through several 3rd party online outlets such as Daily Dispatch. A few years ago, SeaWestern moved to an Oracle Netsuite (ERP) platform to handle administration functions for our business providing an increased technological integration providing a suite of tools and reporting functions measuring our success rates.	*
38	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?	SeaWestern sees Sourcewell listing the awarded dealers contact and contract information on the website, public disclosures and marketing material including email blasts. SeaWestern is familiar with promoting similar contracts such as HGAC, and NPPGov, and comfortable navigating these platforms and adhering to terms. SeaWestern will integrate Sourcewell contract and marketing tools into ongoing Sales Meetings and Trainings to provide a high level of knowledge to our Sales force and support teams in an effort to increase contract sales.	*
39	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.	Yes, we have e-commerce through our website www.seawestern.com where government, education and related customer entities can place marketplace transactions and inquire on products and services. Government and education customers use the website to easily identify featured brands and search through its categorized product groups with detailed descriptions, pricing and features such as "Quick Shop" or "Chose Options" and searchable filters such as, brand, best sellers, etc. Customers can find their local sales support through the "Locate a Sales Rep" interactive territory map.	*

**Table 8: Value-Added Attributes**

Line Item	Question	Response *	
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40	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>SeaWestern Sales representatives offer in-person product demonstrations and no charge in-service operator training on purchased products such as SCBAs and Breathing Air compressors. SeaWestern occasionally hosts manufactures partners to provide informational and product training seminars to customers at no-cost. Often upon coordination with the customer our reps will also assist them with unboxing and recording of product receipt into their records at no charge.</p> <p>SeaWestern does charge a fee for Breathing Air compressor final set-up that may include connecting components and providing additional air supply line installation.</p>	*
41	Describe any technological advances that your proposed products or services offer.	<p>Local SeaWestern Sales Representatives are well versed on the latest technology in the market and carry a wide assortment of current products for hands on demonstration to customers. SeaWestern represents the highest quality products and market leaders in 3M Scott Fire &amp; Safety and Bauer Compressors. 3M/Scott is known for their SCBA air supply redundancy and more recently for their Radio Direct Interface technology for on or off-air communications. Bauer continues to innovate with its advanced purification monitoring systems and integrated digital controls and RFID reading cylinder fills and hydrotest dates. For more information, please see attached product catalogs.</p>	*
42	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>SeaWestern realizes with increasing growth comes increasing inputs into the world. It is our goal to progressively move our organization in policy and process toward a more renewable economic model that avoids depletion of resources and increases Triple Bottom Line value. We address environmental, economic and social goals through reduce/reuse, stakeholder engagement/strategic planning, and job creation for a diverse workforce which all add to the goals of Sustainability.</p> <p>Our management team includes our Director of Operations who has experience and education in the field, holding a Bachelor of Applied Science in Sustainable Practices.</p> <p>In 2019 SeaWestern transitioned its business administration and data completely to the cloud moving from a small business with an analog model and paper heavy environment to a more streamlined digital infrastructure, by implementing full a service ERP system and electronic record management to reduce the amount of paper used. Whenever possible SeaWestern looks to reuse and repurpose materials and equipment. This includes but is not limited to box /packaging materials, storage/furniture, and refurbished tools such as breathing air compressors and steel cylinders. We try to minimize hazardous materials and use local agencies to properly dispose of them. In addition to our current paper/cardboard recycling we are in the process of implementing a more robust recycling and compost program to include other clean recyclables, food waste and paper products (compostable ware, paper towels etc.) that cannot be recycled. To decrease energy consumption, SeaWestern looks for more energy efficient equipment when upgrading (computer etc.) and identifies efficient shipping &amp; bundle methodologies to reduce trips.</p> <p>SeaWestern management works on strategic and sustainable growth strategies to increase economic opportunity and job creation on a regional level. We take a consultative approach with our customers to provide added value before, during and after the acquisition process to ensure a smooth delivery and return on investment during ownership. SeaWestern works closely with our partners and product manufacturers through cooperative planning on operational procedures to increase logistical efficiencies which include growing localized distribution. Specifically in relation to this project, SeaWestern's partner 3M/Scott has a comprehensive Sustainability / ESG strategy that encompasses Environmental, Social and Governance detailed through highlights, metrics and Global impact reporting which can be found here <a href="https://www.3m.com/3M/en_US/sustainability-us/">https://www.3m.com/3M/en_US/sustainability-us/</a></p>	*
43	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>N/A – As SeaWestern is a distributor/dealer/reseller, these ratings and certifications would be at the manufacturer level.</p> <p>Please see the attached product catalogs under: Dist &amp; Serv Certs_Agreements_Catalogs_Manuals (Zip Folder)</p>	*
44	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.	N/A	*

45	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>SeaWestern is a family owned and operated company with over four decades of experience serving the fire service. SeaWestern prides itself on building relationships with the department personnel - like a family, SeaWestern is there when you need us. Our mission is to provide Quality Products at a Reasonable Price with Service After the Sale.</p> <p>The SeaWestern family began 45+ years ago with the vision of Russell E. Morris. It continues today with Steve, running the company. SeaWestern partners with the very best manufacturers to provide quality products to its customers. SeaWestern is proud to represent quality manufacturers such as 3M Scott Fire &amp; Safety SCBA's and TIC's, LION Turnout Gear and Station Wear, BAUER Compressors, HAIX Leather Boots, Elkhart Brass, Key Fire Hose, BlowHard Fans, Red Head Brass, ZICO, and more. We align ourselves with manufacturers that pride themselves on having innovative products that exceed the NFPA standards.</p> <p>In today's world, SeaWestern understands that delivery, in addition to quality and price, matters. With that in mind, we strive to keep a large inventory of the items our customers want on our shelves. We ship all orders received by 1pm the same day. Being centrally located means next day delivery for most of our customers. In addition, we stock a large volume of sought-after merchandise, which enables us to obtain some very attractive volume pricing from our manufacturers; value that we gladly pass along to our customers in the form of reasonable prices. We work hard on our customers' behalf to secure the very best pricing.</p> <p>SeaWestern recognizes that in today's world, we all have a lot of tasks competing for our time. With that in mind, SeaWestern employs full-time, factory-certified mobile technicians available to provide maintenance on your 3M Scott SCBA's and Bauer Breathing Air Compressor systems needs right at your station.</p> <p>SeaWestern's commitment to Service after the Sale is further supported by an in-house 3M Scott certified repair center which offers fast turn-around on the repair of 3M Scott SCBA's, flow testing and hydrostatic testing (*Kirkland and Portland locations).</p> <p>In valuing our customer's time, we strive to have a knowledgeable outside sales staff and inside customer service staff; so the customer's call is handled with the first inquiry. We back up that commitment by providing product training seminars for our staff at regular intervals and opportunities for manufacturer provided training.</p>
46	Describe compliance to applicable national standards such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	All products SeaWestern offers and is proposing are in compliance with the applicable national standards such as NFPA, OSHA, NIOSH and ANSI.
47	Describe how your product can be cleaned and decontaminated to prevent exposure to carcinogens.	<p>Cleaning and decontamination procedures are included with the product manufacturer's operating and maintenance documentation.</p> <p>Please see product operating and maintenance manuals attached under: Dist &amp; Serv Certs_Agreements_Catalogs_Manuals (Zip Folder)</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 *
48	Do your warranties cover all products, parts, and labor?	As SeaWestern is a distributor/reseller, warranties fall under the manufacturers for the specific products as each will have different warranty terms. SeaWestern warranties all service labor performed to insure a high level of customer support.
49	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Misuse restrictions would apply. However, SeaWestern advocates for its customers and works with its manufacturer partners on best outcomes.  Please see manufacturer's warranties attached under: Warranty Info (Zip Folder)
50	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	SeaWestern warranties the service work performed by our service technicians but does not provide product warranty which falls under the manufacturer. Where stated by manufacturer's standard warranty travel time and mileage will be covered. However, this is a rare exception, and typically they are not covered, in such instances the service issue will be handled case by case.
51	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?	Based on our current manufacturer territory agreements, SeaWestern does not serve beyond Colorado in the central to eastern regions of United States nor any part of Canada.  SeaWestern currently provides a certified technician to perform warranty repairs to the territories/states we are authorized to sell in based on the manufacturer.  SeaWestern conducts in-person business with 11 western states, including Alaska, Arizona, California, Colorado, Idaho, Montana, Nevada, Oregon, Utah, Washington and Wyoming.  SeaWestern does not directly conduct business in Canada.
52	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	As SeaWestern is an authorized service center for 3M Scott Fire & Safety and Bauer Compressor, SeaWestern certified technicians can carry out manufacturer warranty related service requests.
53	What are your proposed exchange and return programs and policies?	SeaWestern will except returns of new unused products with original packaging within 30 days of receipt. Customized items are nonreturnable. Exchanges are handled on a case-by-case basis.
54	Describe any service contract options for the items included in your proposal.	SeaWestern can provide several service contract options which may include annual flow testing, out of warranty service repair, preventative maintenance, air quality testing, hydrotesting etc. The scope and contract terms typically vary from one (1) to five (5) years.  Please see example service contract attached under: Dist & Serv Certs_Agreements_Catalogs_Manuals (Zip Folder)

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	SeaWestern has Net 30 terms and payment can be remitted by check, ACH, credit card, and wire transfer.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	<p>For leasing and financing options SeaWestern refers customers entities to:</p> <p>Blake J. Kaus  Vice President &amp; Director of Leasing  Community Leasing Partners  215 S. Seth Child Road  Manhattan, KS 66502  Division of Community First National Bank – Member FDIC  <a href="https://www.clpusa.net">https://www.clpusa.net</a>  P: 888.777.7850  M: 785.313.3154  F: 888.777.7875  E: blakekaus@clpusa.net</p>	*
57	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.	<p>SeaWestern utilizes Quotes, Sales Orders with Standard Terms &amp; Conditions and Service Agreements in connection with an awarded contract.</p> <p>Please see examples attached under: Standard Transaction Documents (Zip Folder)</p>	*
58	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?	SeaWestern accepts credit cards and charges a 3% processing fee on orders over \$2,500.	*

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	SeaWestern will provide List/MSRP price sheets from the manufacturers and will provide a discount off of List/MSRP as the Sourcewell price.  Please see list pricing and discount attached under: Pricing and Delivery (Zip Folder).
60	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.	Pricing will vary depending on the vendor. See attachment titled "Sourcewell Discount Structure" for a breakdown of the discounts offered.
61	Describe any quantity or volume discounts or rebate programs that you offer.	SeaWestern provides our best pricing based on overall business and cost structures. Any additional volume discounts would be based on promotional pricing on a case-by-case basis.
62	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.	For customer entities requesting "open market" or "non-standard," "sourced" products or related services not found on contract, a SeaWestern quote will be supplied upon request.
63	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.	When applicable SeaWestern provides product in-service training at no cost.  For the acquisition of 3M Scott products there are no additional charges.  For the acquisition of Bauer Compressors there is an additional setup fee which varies depending on the type of compressor, the components to be connected and location of setup.  The customer entity is responsible for delivery receipt of the compressor, its final placement, and the electrical supply & hook up. SeaWestern will then perform the check list to complete the set/up and initial start-up.
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Direct to customer dropship freight is included at no additional charge for 3M Scott products.  For Bauer Compressors freight is quoted on a case-by-case basis dependent on location and customer requested accommodation.  Approximate best method shipping costs are determined by utilizing associated carrier freight calculators and are listed separately on associated quotes.
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For 3M/Scott products freight is included at no additional charge to Alaska. We do not currently sell to Hawaii or Canada.  For Bauer Compressors freight is quoted on a case-by-case basis to Alaska (remote locations). We do not currently sell to Hawaii or Canada.
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	SeaWestern has four (4) brick and mortar locations across the western states, that include Kirkland, WA; Portland, OR; Las Vegas, NV; and Denver, CO; that carry varying degrees of inventory to help minimize turnaround time and associated costs. SeaWestern works with a number of national, regional and local carriers to facilitate the best low-cost option based on capacity and location service. As SeaWestern Sales reps frequent departments to provide a high level of service we are often able to hand deliver products to further mitigate costs to the customer.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
68	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.	As applicable, SeaWestern will check a box in the NetSuite system on the Quote/Sales Order specifying a Sourcewell contract purchase and note the contract number and participating customer entity number in the associated field.  SeaWestern has a designated team assigned to managing our sales through the various cooperative purchase agreements we currently utilize. Contract orders will be reviewed by two parties for accuracy and compliance. Management will review the quarterly report to ensure it adheres to the terms in the Sourcewell contract.
69	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.	If awarded SeaWestern will utilize monthly, quarterly, and year-on-year sale data of the products included on the contract, and conversion rate of quotes done with contract pricing versus those without contract pricing to measure success with the contract.
70	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.)	SeaWestern proposes to pay Sourcewell a 1% administrative fee for related quarterly contract sales.

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

Line Item	Question	Response *
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	SeaWestern is pleased to offer Sourcewell customers the quality products of 3M/Scott Fire & Safety Self-Contained Breathing Apparatus (SCBA), supplied air breathing apparatus (SABA) and related equipment, and Bauer Compressors for Breathing Air Compressors, compressor systems and related equipment.  Please see product and service descriptions under: Dist & Serv Certs_Agreements_Catalogs_Manuals (Zip Folder)
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Subcategories related to SCBA solutions include open circuit and/or closed-circuit systems, facepieces & communications, fit testing, regulators, RIT (rapid intervention team) packs, rapid intervention crew/company universal air connection (RIC, UAC), cylinders and hydrotesting. Subcategories related to Breathing Air Compressor solutions include all-in-one compressors, stationary, mobile & trailer compressors, compressor components, fill-stations, cascade systems, purification, cylinders storage and racking.

**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
73	Self-contained breathing apparatus (SCBA) and supplied air breathing apparatus (SABA)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, SeaWestern is offering 3M/Scott Fire & Safety SCBA and SABA solutions within our proposal.

74	Breathing air compressor and compressor systems, including mobile and stationary fill stations, cascade systems, purification, and storage	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, SeaWestern is offering Bauer Breathing air compressors, compressor systems, including mobile and stationary fill stations, cascade systems, purification, storage and associated equipment solutions in varying configurations.	*
75	Related equipment and accessories related to the offering of 71 - 72 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, Seawestern is offering 3M/Scott Fire & Safety personal alert safety systems (PASS), air supply monitoring systems, gas masks, belts, harnesses.	*

<p>76</p>	<p>Services related to the equipment described in 71 - 72 above</p>	<p><input checked="" type="radio"/> Yes  <input type="radio"/> No</p>	<p>In addition to complimentary product demos and in-service training SeaWestern provides various fee based services to support and maintain the equipment proposed. These include testing, servicing, maintenance, repair, set-up/installation, and service programs.</p> <p>SeaWestern provides the following services:</p> <p>In-House 3M/SCOTT-Certified Repair Centers which offer fast turnaround on the repair of SCBAs, Flow testing and Hydrostatic testing. Our DOT-approved hydrostatic test facilities in Kirkland, WA, and Portland, OR, are certified to test all SCBA manufacturers cylinders. Refilling service is also available. Complimentary pick-up and delivery of repaired equipment and/or hydrostatically tested cylinders available, subject to location your Sales Representatives' travel schedule.</p> <p>SeaWestern has a full time 3M SCOTT-Certified Mobile Technicians to assist departments with complying with manufacturers' recommendation that SCBAs are flow tested annually. Departments supply the SCBA and air and we will get the SCBAs flow tested.</p> <p>Note: Scott SCBA Warranty: 3M Scott has improved the warranty on the X3 Pro SCBA to "As long as you own the SCBA" warranty. This means that all the SCBA have a warranty for as long as you own the SCBA. No more worry about years of coverage for this part or that part, but the entire SCBA is covered by the as long as you own the SCBA warranty. This includes headnet adjustment straps and headnets.</p> <p>SeaWestern also provides Compressor Service. Similar to your apparatus engines, providing routine maintenance on your compressor greatly increases the longevity of your breathing air system. Our Factory-Certified Technicians are available to get the task done. Additionally, when your compressor is down, we have designations for emergency service requests.</p> <p>SeaWestern has established a popular Quarterly Air Test Kit program to assist your department with meeting the new NFPA 1500 standard. Every quarter, an Air Test Kit is automatically shipped to your department. You simply fill the empty container, seal the package, and mail. An air quality certificate will be mailed back to you.</p>
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**Table 15: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 77. NOTICE:** To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

**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](#) - Pricing and Delivery.zip - Thursday January 18, 2024 11:38:50
  - [Financial Strength and Stability](#) - Sea-Western 2023 Financial Statements - FINAL.pdf - Wednesday January 17, 2024 15:12:34
  - [Marketing Plan/Samples](#) - Marketing Plan.zip - Thursday January 18, 2024 12:51:06
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Warranty Info.zip - Wednesday January 17, 2024 16:11:48
  - [Standard Transaction Document Samples](#) - Standard Transaction Documents.zip - Thursday January 18, 2024 12:50:18
  - Requested Exceptions (optional)
  - [Upload Additional Document](#) - Dist & Serv Certs\_Agreements\_Catalogs\_Manuals.zip - Thursday January 18, 2024 12:50:49

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

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

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

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_3_Self_Contained Breathing Apparatus_RFP_011824</b> Fri January 12 2024 11:10 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_Self_Contained Breathing Apparatus_RFP_011824</b> Wed December 27 2023 08:49 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Self_Contained Breathing Apparatus_RFP_011824</b> Tue December 12 2023 05:20 PM	<input checked="" type="checkbox"/>	1



**RFP #011824**  
**REQUEST FOR PROPOSALS**  
**for**  
**Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with**  
**Related Equipment**

**Proposal Due Date: January 18, 2024, 4:30 p.m., Central Time**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 18, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

**SOLICITATION SCHEDULE**

Public Notice of RFP Published:	November 30, 2023
Pre-proposal Conference:	December 20, 2023, 10:00 a.m., Central Time
Question Submission Deadline:	January 11, 2024, 4:30 p.m., Central Time
<b>Proposal Due Date:</b>	<b>January 18, 2024, 4:30 p.m., Central Time</b> Late responses will not be considered.
Opening:	January 18, 2024, 4:30 p.m., Central Time See RFP Section V.G. "Opening"

## I. ABOUT SOURCEWELL

### A. SOURCEWELL

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 facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

### B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities<sup>1</sup>;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

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<sup>1</sup> Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

## **II. SOLICITATION DETAILS**

### **A. SOLUTIONS-BASED SOLICITATION**

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

## B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment, including but not limited to:
  - a. Self-contained breathing apparatus (SCBA) and supplied air breathing apparatus (SABA) such as:
    - i. Open circuit and/or closed-circuit systems, facepieces, cylinders, regulators, and rapid intervention crew/company universal air connection (RIC UAC);
  - b. Breathing air compressor and compressor systems, including mobile and stationary fill stations, cascade systems, purification, and storage;
  - c. Related equipment and accessories to the extent that the offering is ancillary or complementary to 1.a. and b. above such as:
    - i. Personal alert safety systems (PASS), air supply monitoring systems, gas masks, belts, harnesses, and;
  - d. Related services to the extent that the offering is ancillary or complementary to the equipment described in 1. a.-c. above such as:
    - i. Training, testing, servicing, maintenance or repair, refurbishments, installation, certifications, and warranty programs.
2. The primary focus of this solicitation is on Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment. This solicitation should NOT be construed to include services-only solutions.
3. This solicitation does not include those equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below:
  - a. Firefighting Equipment and Rescue Tools (RFP #040220);
  - b. Public Safety Training and Simulation Equipment and Technology (RFP #011822);
  - c. Medical Supply Solutions (RFP #022422)
  - d. Critical Care and EMS Equipment (RFP #041823); and,
  - e. Firefighting PPE and Related Equipment Cleaning (RFP #010424).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

### C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

### D. PROSPECTIVE CONTRACT TERM

The term of any resulting contract(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

#### E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$30 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

#### F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

#### G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

### **III. PRICING**

#### A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
  - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
  - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

#### B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

### IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

## **V. RFP PROCESS**

### **A. PRE-PROPOSAL CONFERENCE**

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

### **B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION**

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

### **C. ADDENDA**

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

#### D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the

proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

#### E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

#### F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

#### G. OPENING

The Opening of proposals will be conducted in the Sourcewell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed."

Members of the public may attend the Opening at Sourcewell's office located at 202 12th Street NE, Staples, MN to hear the results.

## **VI. EVALUATION AND AWARD**

#### A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
  - A comprehensive selection of the requested equipment, products, or services;
  - A sales and service network ensuring availability and coverage for Participating Entities' use; and
  - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

#### B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
<b>TOTAL POINTS</b>	<b>1000</b>

#### C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. A

protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

#### D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

#### E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



12/12/2023

Addendum No. 1

Solicitation Number: RFP 011824

Solicitation Name: Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Will there be a weblink for the December 20th Pre-proposal Conference, or have I missed something?

**Answer 1:**

Refer to the RFP section V. RFP Process, "Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account." Instructions are sent approximately 48 hours prior to the Conference.

---

End of Addendum

Acknowledgement of this Addendum to RFP 011824 posted to the Sourcewell Procurement Portal on 12/12/2023, is required at the time of proposal submittal.



12/27/2023

Addendum No. 2

Solicitation Number: RFP 011824

Solicitation Name: Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

The contract template provided is for the State of Minnesota, will the Canadian Vendors be signing a contract with Canoe? and if so, could you provide a Canadian contract template as well?

**Answer 1:**

All awarded vendors will sign a contract with Sourcewell. Refer to RFP Section I. A. – About Sourcewell, “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 facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada.” Members of the Canoe procurement group are eligible to use Sourcewell contracts. Refer to RFP Section I. B. – Use of Resulting Contracts, for further details.

---

End of Addendum

Acknowledgement of this Addendum to RFP 011824 posted to the Sourcewell Procurement Portal on 12/27/2023, is required at the time of proposal submittal.



01/12/2024

Addendum No. 3

Solicitation Number: RFP 011824

Solicitation Name: Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

In Table 11. Pricing and Delivery, question 63. 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.

As delivery receipt, compressor placement and electrical hook are responsibilities of the customer, is it sufficient for a distributor to state as such as they will not know the associated cost?

**Answer 1:**

It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

**Question 2:**

When will last addendum be posted?

**Answer 2:**

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be

delivered to potential proposers through the Sourcewell Procurement Portal.  
Sourcewell accepts no liability in connection with the delivery of any addenda.

---

End of Addendum

Acknowledgement of this Addendum to RFP 011824 posted to the Sourcewell Procurement Portal on 01/12/2024, is required at the time of proposal submittal.



*NYS' official source of contracting opportunities  
Bringing business and government together*

## Contracting Opportunity

**Title:** Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment

**Agency:** Sourcewell

**Division:** Procurement Department

**Contract Number:** 011824

**CR Number:** 2104148

**Contract Term:** 4 years

**Date of Issue:** 11/30/2023

**Due Date/Time:** 01/18/2024 4:30 PM  
Central Time

**County(ies):** All NYS counties

**Classification:** Safety & Security - *Commodities*

**Opportunity Type:** General

**Entered By:** Tara Wolff

**Description:** Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 18, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

**Service-Disabled Veteran-Owned Set Aside:** No

**Business entities awarded an identical or substantially similar procurement contract within the past five years:**

None

## Contact Information

**Primary contact:** Sourcewell  
Procurement Department  
Tara Wolff  
Procurement Manager  
202 12th Street NE  
P.O. Box 219  
Staples, MN 56479  
United States  
Ph: 218-541-5362  
[rfp@sourcewell-mn.gov](mailto:rfp@sourcewell-mn.gov)

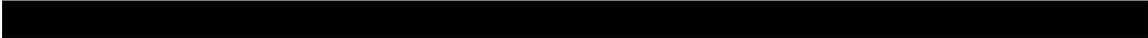
**Submit to contact:** Sourcewell  
Procurement Department  
Tara Wolff  
Procurement Manager  
202 12th Street NE  
P.O. Box 219  
Staples, MN 56479  
United States  
Ph: 218-541-5362  
[rfp@sourcewell-mn.gov](mailto:rfp@sourcewell-mn.gov)

## **Bid Results**

Bid Results have not been entered

## Awards

Awards have not been entered



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**Affidavit of Publication**

To: Sourcewell - Carol Jackson  
Po Box 219  
Staples, MN, 564790219

Re: Legal Notice 2561548, SELF-CONTAINED BREATHING APPARATUS (SCBA) AND BREATHING AIR SYSTEMS WITH RELATED EQUIPMENT

State of OR

}  
} SS:  
}

County of Multnomah

I, Michelle A. Ropp, being duly sworn, depose and say that I am the Principal Clerk of the Daily Journal of Commerce, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.101 and 193.020, published in Portland in the aforesaid County and State; that I know from my personal knowledge that the notice described as:

SELF-CONTAINED BREATHING APPARATUS (SCBA) AND BREATHING AIR SYSTEMS WITH RELATED EQUIPMENT  
SOURCEWELL

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper 1 time(s) in the following issues:

**12/01/2023.**

**SEE EXHIBIT A**

State of Oregon  
County of Multnomah

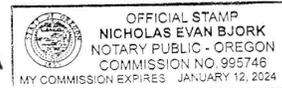
SIGNED OR ATTESTED BEFORE ME ON 6<sup>th</sup> day of December 2023

By:



Michelle A. Ropp

By:



Nick Evan Bjork  
Notary Public, State of OR  
No. 995746  
My commission expires on January 12, 2024

## EXHIBIT A

### **SOURCEWELL SELF-CONTAINED BREATHING APPARATUS (SCBA) AND BREATHING AIR SYSTEMS WITH RELATED EQUIPMENT**

**Proposals due 4:30 pm,  
January 18, 2024**

#### **REQUEST FOR PROPOSALS**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 18, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

Published Dec. 1, 2023. 2561548

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# LOCALiQ

The Oklahoman

PO Box 631643 Cincinnati, OH 45263-1643

## **PROOF OF PUBLICATION**

PO Box 219  
Carol Jackson  
202 12th St NE  
Staples MN 56479-0219

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA

The Oklahoman, a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

11/30/2023, 12/07/2023

and that the fees charged are legal.  
Sworn to and subscribed before on 12/07/2023

\_\_\_\_\_  
Legal Clerk

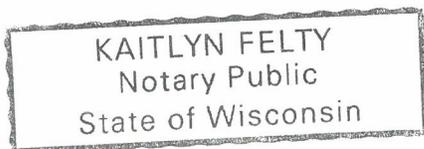
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Notary, State of WI, County of Brown

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Request For Proposals  
Sourcewell, a State of  
Minnesota local govern-  
ment unit and service  
cooperative, is request-  
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Contained Breathing  
Apparatus (SCBA) and  
Breathing Air Systems  
with Related Equipment**  
to result in a contract-  
ing solution for use by its  
Participating Entities.  
Sourcewell Participating  
Entities include thousands  
of governmental, higher  
education, K-12 education,  
nonprofit, tribal govern-  
ment, and other public  
agencies located in the  
United States and Canada.  
A full copy of the Request  
for Proposals can be found  
on the Sourcewell Procure-  
ment Portal [[https://  
proportal.sourcewell-mn.  
gov](https://proportal.sourcewell-mn.gov)]. Only proposals  
submitted through the  
Sourcewell Procurement  
Portal will be considered.  
Proposals are due no later  
than January 18, 2024, at  
4:30 p.m. Central Time,  
and late proposals will not  
be considered.

LPXLP

November 30, December  
7 2023

LOKL0037635



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 The Belleville News-Democrat  
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 Idaho Statesman  
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Durham | The Herald-Sun  
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Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
34474	494320	Print Legal Ad-IPL01496530 - IPL0149653		\$166.08	1	19 L

Attention: Carol Jackson

SOURCEWELL  
 PO BOX 219  
 STAPLES, MN 56479

carol.jackson@sourcewell-mn.gov

**REQUEST FOR PROPOSALS**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 18, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.  
 IPL0149653  
 Nov 30 2023

State of South Carolina

County of Richland

I, Tara Pennington, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 insertion(s) published on:  
 11/30/23

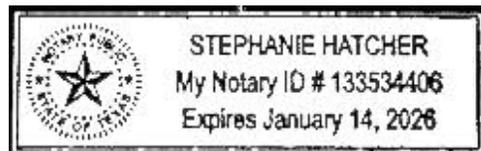
*Tara Pennington*

Tara Pennington

Sworn to and subscribed before me this 30th day of November in the year of 2023

*Stephanie Hatcher*

Notary Public in and for the state of Texas, residing in Dallas County



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Extra charge for lost or duplicate affidavits.  
 Legal document please do not destroy!

COLLEGE FOOTBALL PLAYOFF SCENARIOS

# Eight teams still have a realistic title shot

Paul Myerberg  
USA TODAY

Eight teams are in the mix for the College Football Playoff, and there are a number of ways things could unfold over the final weekend of the regular season, from ho-hum predictable to burn-it-all-down chaos.

### Can Ohio State get back into the playoff?

A year ago, Ohio State lost to Michigan by 22 points but still backdoored into the playoff and nearly upset Georgia in the Peach Bowl. The landscape this year is dramatically different, leaving the Buckeyes with a narrow avenue for a top-four finish but there is a way:

**Georgia beats Alabama.** That takes the Crimson Tide out of the equation.

**Michigan beats Iowa.** An Iowa win would make the Buckeyes the third-place team from the Big Ten, an easy disqualifier for the committee.

**Washington beats Oregon.** Losing the rematch would knock the Ducks out of contention.

**Louisville beats Florida State.** This upset would be the biggest piece of the puzzle for Ohio State.

**Oklahoma State beats Texas.** This would hand the Longhorns a second loss.

This scenario would leave unbeaten Georgia, Michigan and Washington as the top three seeds. The fourth spot would come down to five nonconference champions: one-loss teams in Ohio State and Florida State and two-loss teams in Oregon, Alabama and Texas.

The argument would then settle on the Buckeyes and Seminoles. This is a debate that would favor Ohio State, the top-ranked team in the playoff rankings for multiple weeks and the close runner-up in one of the two best leagues in the FBS.

There's even a chance Ohio State would reach the top four if all the above occurs but Oregon beats Washington, leaving a comparison between the Buckeyes and Huskies. But that's one that might lean toward UW because of a high-quality resume, an appearance in the conference championship game and the fact the Huskies topped the Ducks earlier in the year.

### Does Georgia get in with a loss to Alabama?

It's hard to say. For one, the Bulldogs would become the second-ranked team from the SEC, and we know this year's field may be too jammed to include multiple



Wide receiver Arian Smith and two-time defending champion Georgia aren't completely safe in reaching the playoff. BRETT DAVIS/USA TODAY SPORTS

teams from a single league. There's no doubt the Bulldogs would have a case at 12-1, under one condition: that Michigan is the only unbeaten Power Five team. In other words, as above, Louisville beats Florida State and Oregon beats Washington. With a win against Oklahoma State, Texas would secure a spot due in large part to this year's win against the Crimson Tide.

Plugging in the Wolverines, Alabama and the Longhorns into the field would leave Georgia in competition with Ohio State and one-loss teams from the Pac-12 and ACC.

We believe Georgia would be picked ahead of Ohio State; the Bulldogs were ahead in the playoff rankings when both were unbeaten and had identical records, and should then remain in front with one additional win and a division crown. The Bulldogs would also come in ahead of Florida State with room to spare.

That would leave the comparison with the one-loss winner of the Pac-12. It would be a very difficult decision: Oregon has been dominant and would have avenged an earlier loss to Washington.

This could be the most difficult choice of the four-team era. Would the committee take a Power Five champion with a resume that warrants a top-four finish and leave the two-time defending national champions on the outside?

### Does Florida State need to be nervous?

Not really. Every unbeaten Power Five team has

made the playoff during the format's existence, so there's no legitimate reason for concern as long as Florida State takes care of business against Louisville.

Um, almost no reason for concern. With the possibility of being compared to one-loss Georgia and Texas should Alabama win the SEC championship, the Seminoles could stand to beat Louisville with some style to prove they can thrive without quarterback Jordan Travis and to put the committee at ease. Florida State backup Tate Rodemaker completed 12 of 25 attempts for 134 yards in Saturday's close win against Florida, which finished with a losing record.

### What are five possible playoff fields?

**No. 1 Georgia, No. 2 Michigan, No. 3 Washington, No. 4 Florida State.** This is the dream scenario for the committee: four unbeaten Power Five champions and no reason for any real debate. While the unbeaten teams could hold serve in conference championship games and leave a no-doubt top four, the committee has never gotten this lucky before.

**No. 1 Georgia, No. 2 Michigan, No. 3 Washington, No. 4 Texas.** There's some chaos after Florida State loses to Louisville, leaving a path for Texas to claim a top-four finish. In this scenario, the Longhorns would win the debate against the second-place teams from the Big Ten and Pac-12.

**No. 1 Michigan, No. 2 Washington, No. 3 Texas, No. 4 Alabama.** Two Power Five unbeaten teams and then Texas and the Crimson Tide, with the Longhorns landing ahead because of the head-to-head tiebreaker. Georgia gets squeezed here because of the loss to Alabama in the SEC championship game and the fact that Alabama can't reach the top four without one-loss Texas also making the field.

**No. 1 Georgia, No. 2 Michigan, No. 3 Oregon, No. 4 Texas.** The Ducks top Washington and Louisville beats FSU, dumping the Huskies and Seminoles from the conversation. Alabama is out due to the loss to Georgia and the Longhorns easily leapfrog Ohio State thanks to one more win, the victory against the Tide and the conference championship.

**No. 1 Michigan, No. 2 Alabama, No. 3 Oregon, No. 4 Georgia.** Michigan beats Iowa. Alabama beats Georgia. Oregon beats Washington. Louisville beats FSU. Oklahoma State beats Texas. While there's no way to get Ohio State into the top four, this would represent one of the most star-studded playoff groups in history.

PLAYOFF RANKINGS WINNERS AND LOSERS

# Committee's top five and Liberty get good news

Paul Myerberg  
USA TODAY

The stage has been set. With conference championships to come, the penultimate College Football Playoff rankings continue to center on the eight teams with any hope of reaching the national semifinals.

Now we wait.

No. 1 Georgia plays No. 8 Alabama for the SEC championship. No. 3 Washington has a rematch with No. 5 Oregon to decide the final Pac-12 champion. No. 2 Michigan plays No. 16 Iowa to decide the Big Ten. No. 4 Florida State looks to win the ACC and complete an unbeaten regular season against No. 14 Louisville.

At some point after midnight on Sunday, we'll know exactly what teams the committee will unveil atop the final rankings. Barring an unexpected barrage of upsets, the playoff will put forth perhaps the most star-studded, accomplished field in the history of the four-team format.

Here are the winners and losers from the second-to-last playoff rankings of the year:

### Winners The top five (and No. 8)

While the race for the national semifinals does go eight teams deep, only six members of this elite group can say the following: win and we're in. This begins with Georgia, Michigan, Washington and Florida State, presenting the committee with the chance to put forth an undefeated-only playoff field. Oregon is also in with a win against the Huskies. But you can't make the same case for No. 6 Ohio State and No. 7 Texas, which will need help to crack the top four – the Buckeyes in particular. Then there's No. 8 Alabama, which didn't budge in the rankings after a miraculous Iron Bowl win against Auburn and can make a late-in-the-day leap with an SEC championship.



Oregon running back Bucky Irving runs for a TD through the tackle of Washington's Michael Powell (3) and Jabbar Muhammad. LINDSEY WASSON/AP

### Liberty

That SMU didn't land in the rankings despite completing an unbeaten run through American play qualifies as good news for No. 24 Liberty. It's been a banner, borderline unforgettable year under new coach Jamey Chadwell, who inherited one heck of a foundation from current Auburn coach Hugh Freeze and led the Flames to a perfect march into the Conference USA championship game against New Mexico State. Beating the Aggies for the second time this season would move the needle for the committee, especially after New Mexico State went into Auburn this month and dealt Freeze's new team an epically embarrassing 21-point defeat. But don't look for the good news to continue: Liberty won't move ahead of Tulane should the Green Wave take home another AAC crown and will almost certainly be leapfrogged in the final rankings by SMU should the Mustangs score the win.

### Missouri

After capping the regular season with a rout of Arkansas, the only thing Missouri can do now is wait to see how the committee maps out the New Year's Six. In specific, the Tigers are keeping tabs on how they compare to one team in particular, Ole Miss, since the Rebels are the other two-loss SEC team in the mix to join the loser of Georgia and Alabama in one of these major bowls. Good news: Missouri landed at No. 9 for the third week in a row while the Rebels moved up two spots to No. 11. Barring a late change of heart from the committee, the Tigers will find a home in the New Year's Six slate.

### Loser The Group of Five

The committee continues to include No. 21 Tennessee, for some reason, has brought No. 23 Clemson back into the rankings and placed Kansas State at No. 25 after the Wildcats' defensive meltdown in a loss to Iowa State. (That they stayed in the rankings is more good news for Missouri.) Doing so has come at the cost of overlooking a number of deserving teams from the Group of Five conferences, beginning with SMU. Other teams with an argument include Toledo, which lost a close one to Illinois in September but has been rolling since, and Troy, winners of nine in a row.

### College Football Playoff committee Top 25

1. Georgia (12-0)
2. Michigan (12-0)
3. Washington (12-0)
4. Florida State (12-0)
5. Oregon (11-1)
6. Ohio State (11-1)
7. Texas (11-1)
8. Alabama (11-1)
9. Missouri (10-2)
10. Penn State (10-2)
11. Ole Miss (10-2)
12. Oklahoma (10-2)
13. LSU (9-3)
14. Louisville (10-2)
15. Arizona (9-3)
16. Iowa (10-2)
17. Notre Dame (9-3)
18. Oklahoma State (9-3)
19. North Carolina State (9-3)
20. Oregon State (8-4)
21. Tennessee (8-4)
22. Tulane (11-1)
23. Clemson (8-4)
24. Liberty (12-0)
25. Kansas State (8-4)

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**NOTICES**

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Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment to result in a contracting solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal <https://portal.sourcewell-mn.gov>

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than January 18, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

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## Opportunity Notice

# Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment

**Category:** Goods

Potential vendors (bidders) may view the bid package here.

[View Bid Package](#)

## Opportunity Information

**Organization:** Canoe Procurement Group of Canada

**Organization Address:**

**Reference Number:** AB-2023-07008

**Solicitation Number:** AB-2023-07008

**Solicitation Type:** Request for Proposal

**Posting (MM/dd/yyyy):** 11/30/2023  
09:00:00 AM Alberta Time

**Closing (MM/dd/yyyy):** 01/18/2024  
03:30:00 PM Alberta Time

**Last Update (MM/dd/yyyy):** 11/29/2023  
01:25:33 PM Alberta Time

**Agreement Type:** NWPTA/TILMA & CFTA & CETA & TCA

**Region of Opportunity:** Open

**Region of Delivery:** Alberta

**Opportunity Type:** Open & Competitive

Interested vendors (bidders) who wish to submit a response to this opportunity should register their interest by downloading the document(s) from the bid package.

[View Interested Vendors \(Bidders\)](#)

### Commodity Codes:

N4240: Safety and Rescue Equipment  
 N4240A: Canister, Oxygen Generating, Breathing Apparatus, Except Aircraft  
 N4210PF: Truck, Fire, Crash, Rapid Intervention Vehicle, Medium Size (RIV)(B)  
 N4240DB: Masks, Safety and Rescue Equipment, N.E.S.  
 N4240B: Breathing Apparatus, Oxygen Generating  
 N4240DA: Masks, Air Filtering, Disposable  
 N4240AD: Canister, Gas Mask (CW)  
 N4210PE: Truck, Fire, Crash, Rapid Intervention Vehicle, Commercial (RIV)(C)  
 N4220B: Compressors, Underwater Breathing Apparatus  
 N4460: Air Purification Equipment

### Response Submission:

Only Proposals submitted through the Sourcwell Procurement Portal will be considered.

<https://proportal.sourcwell-mn.gov>

Proposals are due no later than January 18, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

### Response Contact:

Wolff, Tara  
 Manager of Procurement  
 2510 Sparrow Drive

Nisku, Alberta T9E 8N5  
Tel: 218-541-5362  
Email: tara.wolff@sourcewell-mn.gov

**Response Specifics:**

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 18, 2024, 4:30 pm Central Time, and late proposals will not be considered.

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered. It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

**Opportunity Description:**

Canoe Procurement Group of Canada, is posting the solicitation on behalf of CivicInfo BC, RMA, SARM, AMM, LAS, UMN, NSF, FPEIM, MNL, NWTAC, NAM, AYC and its current and potential Members and represented Associations and their Members, which includes all MASH/MUSH sectors, Provincial Governments, Federal Agencies, Crown Corporations, local Governmental and other not-for-profit organizations located in all provinces and territories in Canada including but not limited to British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland and Labrador, Northwest Territories, Yukon Territories and Nunavut. Request for Proposal ("RFP") to result in regional and/or national contract solutions under the rules and regulations of Canadian trade agreements (including Canadian Free Trade Agreement (CFTA) Chapter 5, Ontario-

**Bid RFP #011824 - Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment**

[\[Switch to Vendor View\]](#)

**Bid Type** RFP  
**Bid Number** 011824  
**Title** Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment  
**Start Date** Nov 30, 2023 9:35:06 AM CST  
**End Date** Jan 18, 2024 4:30:00 PM CST  
**Agency** Sourcewell  
**Bid Contact** Tara Wolff  
 (218) 541-5362  
 rfp@sourcewell-mn.gov  
 202 12th Street NE  
 P.O. Box 219  
 Staples, MN 56479-0219

**Access Reports**  
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**Questions**  
 0 Questions  
 0 Unanswered  
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**Description**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 18, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

**Pre-Bid Conference**

**Date** Dec 20, 2023 10:00:00 AM CST  
**Location** Online Conference  
**Notes** Login information will be emailed two business days prior to the event.

**Documents**

No Documents for this bid



Register

View Edit Delete Revisions

OPEN

### Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 18, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

#### Important Dates

Pre-Proposal Conference:  
December 20, 2023 at 10:00 am CST

Proposals Due:  
January 18, 2024 at 4:30 pm CST

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

[Sourcewell Procurement Portal](#)



## View Details

Click [here](#) to return to the Sourcewell Procurement Portal home page.

 Bid Details 

Bid Classification:	Goods
Bid Type:	RFP - General
Bid Number:	RFP 011824
Bid Name:	Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment
Bid Status:	<b>Open</b>
Bid Closing Date:	Thu Jan 18, 2024 4:30:00 PM (CST)
Question Deadline:	Thu Jan 11, 2024 4:30:00 PM (CST)
Electronic Auctions:	Not Applicable
Language for Bid Submissions:	English unless specified in the bid document
Submission Type:	Online Submissions Only
Submission Address:	Online Submissions Only
Public Opening:	Yes
Public Opening Address:	See RFP and FAQ documents for details
Description:	Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for <b>Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment</b> to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [ <a href="https://proportal.sourcewell-mn.gov">https://proportal.sourcewell-mn.gov</a> ]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than <b>January 18, 2024, at 4:30 p.m. Central Time</b> , and late proposals will not be considered.
Bid Document Access:	Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.
Categories:	<a href="#">Show Categories [+]</a>

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**Publish**

- Bid Announcements
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Bidding Type 1 Bid Notice Only

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**Solicitation Setting**

- ✓ Invite Bidders No
- ✓ Evaluate Response online No
- ✓ Internal Approval No
- ✓ Enable Collaboration with other Users No

**Solicitation Details**

Mandatory Information

Solicitation Type	RFP	Solicitation Number	011824
Solicitation Name	Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment	Procurement Type	Goods
Country & Province/State	Canada / Ontario	Published By	Sourcewell
Accept Questions	Not Applicable		

Internal Information (For Internal Use Only)

Procurement Title/Project Name	011824 Self-Contained Breathing Apparatus (SCBA)
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Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	
Publish Date	11/30/2023	Closing Date & Time	01/18/2024 16:30:00 CT
Publish Option		Value Range for this Solicitation	10,000,001 over

Selected Categories

- Business Services/ Supplies (0)**
- Safety Equipment/ Services / Supplies First Aid training/supplies, Safety gears-boots, belts, helmet, Health and safety inspections (Fire Sprinkler systems), lifeline systems, fall arrest, fire extinguishers services and supply, Asbestos Management Plan, crowd control / portable gates etc.



Solicitation Overview



**Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment**

011824

**Closing Date:** 01/18/2024 04:30:00 PM CT

**Detail:**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 18, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

X

- 1 Preview
- 2 Amendments
- 3 Bid Results
- 4 Award
- 5 Audit



## Preview

Print

Notice Categories

### Basic Information

**Estimated Contract Value (CAD)**  
120,000,000.00 (Not shown to suppliers)

**Reference Number**  
0000260563

**Issuing Organization**  
Sourcewell

**Solicitation Type**  
RFP - Request for Proposal (Formal)

**Solicitation Number**  
011824

**Title**  
Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related

**Source ID**  
PP.CO.USA.868485.C88455

### Details

**Location**  
Canada, All of Canada, All of Canada

**Purchase Type**  
Duration: 4 years

**Description**  
Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12... [See more](#)

### Dates

**Publication Date**  
2023/11/30 09:52:24 AM EST

**Question Acceptance Deadline**  
2024/01/11 05:30:00 PM EST

**Questions are submitted online**  
No

**Closing Date**  
2024/01/18 05:30:00 PM EST

**Bid Intent**  
Not Available

**Prebid Conference**  
2023/12/20 11:00:00 AM EST

### Contact Information

Procurement Department  
rfp@sourcewell-mn.gov

218-894-1930

### Pre-Bidding Events

**Event Type**  
Prebid Conference

**Attendance**  
Recommended

**Event date**  
2023/12/20 11:00:00 AM EST

**Location**  
Online Conference

**Event Note**  
Login information will be emailed two business days prior to the event.

### Bid Submission Process

**Bid Submission Type**  
Electronic Bid Submission

**Pricing**  
In attached document

#### Bid Documents List

Item Name	Description	Mandatory	Limited to 1 file
Bid Documents	Documents defining the proposal	Yes	No



## Proposal Opening Record

Date of opening: January 18, 2024

Sourcewell posted Request for Proposal #011824, for the procurement Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment, on the Sourcewell Procurement Portal [[proportal.sourcewell-mn.gov](http://proportal.sourcewell-mn.gov)] on Thursday, November 30, 2023, and the solicitation remained in an open status within the portal until January 18, 2024, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on January 18, 2024, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #011824 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

911 Fleet & Fire Equipment Holdings, LLC - Submitted Thu Jan 18, 2024 3:43:57 PM  
Arctic Compressor, LLC - Submitted Thu Jan 18, 2024 2:56:18 PM  
Associated Fire Safety Group, Inc. - Submitted Thu Jan 18, 2024 1:43:19 PM  
Atlantic Emergency Solutions, Inc. - Submitted Thu Jan 18, 2024 3:20:42 PM  
Bauer Compressors, Inc. - Submitted Fri Jan 12, 2024 12:35:34 PM  
DAN ENTERPRISES TEAM, LLC - Submitted Tue Jan 16, 2024 1:05:23 PM  
 Draeger Safety Canada, Ltd. - Submitted Thu Jan 18, 2024 7:58:53 AM  
 Draeger, Inc. - Submitted Thu Jan 18, 2024 8:55:14 AM  
 Interspiro, Inc. - Submitted Thu Jan 18, 2024 1:49:16 PM  
 L.N. Curtis & sons - Submitted Thu Jan 18, 2024 4:03:00 PM  
 MSA Safety Sales, LLC - Submitted Thu Jan 18, 2024 6:42:24 AM  
 Municipal Emergency Services, Inc. - Submitted Thu Jan 18, 2024 3:04:32 PM  
 Safety Source Fire, Inc. - Submitted Thu Jan 18, 2024 10:32:49 AM  
 Sea-Western, Inc. - Submitted Thu Jan 18, 2024 3:49:45 PM  
 Sub-Aquatics, Inc. DBA Breathing Air Systems and Safe Air Systems - Submitted Fri Jan 12, 2024 7:51:11 PM  
 Ten-8 Fire & Safety, LLC - Submitted Thu Jan 18, 2024 9:41:31 AM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on January 18, 2024, at 4:30 pm CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

DocuSigned by:  
*Greg Grunig*  
7DDDCFEFD8B3D45D...

---

Greg Grunig, M.S., Senior Procurement Analyst

DocuSigned by:  
*Carol Jackson*  
6EE63AEDED5F46E...

---

Carol Jackson, Procurement Analyst



## Proposal Evaluation

### Self Contained Breathing Apparatus and Breathing Air Systems with Related Equipment RFP #011824

Possible Points	911 Fleet & Fire Equipment Holdings, LLC	Arctic Compressor, LLC	Associated Fire Safety Group, Inc.	Atlantic Emergency Solutions Inc.	Bauer Compressors, Inc.	DAN ENTERPRISES TEAM, LLC	Draeger Safety Canada, Ltd.	Draeger, Inc.
	Conformance to RFP Requirements	50	40	38	39	39	39	43
Pricing	400	276	308	253	224	303	294	304
Financial Viability and Marketplace Success	75	56	54	55	51	55	64	63
Ability to Sell and Deliver Service	100	73	73	68	68	79	76	83
Marketing Plan	50	39	36	29	38	40	41	38
Value Added Attributes	75	53	55	51	55	57	61	53
Warranty	50	38	41	42	39	41	42	42
Depth and Breadth of Offered Equipment, Products, or Services	200	168	156	150	148	158	160	174
Total Points	1,000	743	761	687	662	772	781	800
Rank Order		12	10	13	16	9	7	8

Possible Points	Interspiro, Inc.	L.N. Curtis & sons	MSA Safety Sales, LLC	Municipal Emergency Services, Inc.	Safety Source Fire, Inc.	Sea-Western, Inc.	Sub-Aquatics, Inc.	Ten-8 Fire & Safety, LLC
	Conformance to RFP Requirements	50	42	43	39	41	42	39
Pricing	400	311	328	329	291	245	311	271
Financial Viability and Marketplace Success	75	57	65	67	65	50	64	55
Ability to Sell and Deliver Service	100	79	75	85	83	67	70	60
Marketing Plan	50	40	39	43	37	37	39	35
Value Added Attributes	75	60	63	65	55	50	56	47
Warranty	50	44	41	41	40	36	41	35
Depth and Breadth of Offered Equipment, Products, or Services	200	162	167	154	175	160	170	141
Total Points	1,000	795	821	827	785	686	793	681
Rank Order		4	2	1	6	14	5	11

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 Brandon Town, NIGP-CPP, CPSM, CPSD, Senior Procurement Analyst

DocuSigned by:  
  
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 Greg Grunig, MS, Senior Procurement Analyst

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 Scott Dobreiner, CPPO, NIGP-CPP, Procurement Analyst

DocuSigned by:  
  
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 Nick Scholer, Procurement Analyst



**COMMENT AND REVIEW**  
to the  
REQUEST FOR PROPOSAL (RFP) #011824  
Entitled

**Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment**

The following advertisement was placed November 30, 2023 in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website [www.sourcewell-mn.gov](http://www.sourcewell-mn.gov), Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Biddingo, Merx, PublicPurchase.com, The New York State Contract Reporter [www.nyscr.ny.gov](http://www.nyscr.ny.gov), December 1, 2023 in Oregon's *Daily Journal of Commerce*, and November 30 and December 7, 2023 in *The Oklahoman*:

*Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 18, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.*

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

171 EMERGENCIA, INC.	Hous4gens, LLC
911 Fleet & Fire Equipment Holdings, LLC	Interspiro, Inc.
9195-6664 Quebec, Inc.	Kaisaro, LLC
A&M INDUSTRIAL, INC.	L.N. Curtis & sons
All Hands Fire Equipment, LLC	M&L Supply, Fire & Safety
Altek, Inc.	Macqueen Equipment
Amrocor, LLC	MedServ Marketplace, LLC
Aramco, Inc.	MSA Safety Sales, LLC
Arctic Compressor, LLC	Municipal Emergency Services, Inc.
Associated Fire Safety Group, Inc.	North America Fire Equipment Co., Inc.
Atlantic Diving Supply, Inc.	Possible Missions, Inc.
Atlantic Emergency Solutions, Inc.	PTR Baler and Compactor Company

Bauer Compressors, Inc.	RS HUGHES CO., INC.
BlackBay Investigations, Inc.	Safety Source Fire, Inc.
DAN ENTERPRISES TEAM, LLC	Saris and Things
Dana Safety Supply, Inc.	Scientific Sales, Inc.
Defense Equipment Company	Sea-Western, Inc.
Draeger Safety Canada, Ltd.	Station Automation, Inc.
Draeger, Inc.	Sub-Aquatics, Inc. DBA Breathing Air Systems and Safe Air Systems
FIRE-ETC	Technology International, Inc.
Gardner Denver, Inc., dba Mako Compressors	Ten-8 Fire & Safety, LLC
Guillevin International Co.	Ward Apparatus, LLC
HAZMAT RESOURCE, INC.	Wesco Distribution Canada

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on January 18, 2024 at 4:30 pm CT. Proposals were received from the following:

911 Fleet & Fire Equipment Holdings, LLC  
 Arctic Compressor, LLC  
 Associated Fire Safety Group, Inc.  
 Atlantic Emergency Solutions, Inc.  
 Bauer Compressors, Inc.  
 DAN ENTERPRISES TEAM, LLC  
 Draeger Safety Canada, Ltd.  
 Draeger, Inc.  
 Interspiro, Inc.  
 L.N. Curtis & sons  
 MSA Safety Sales, LLC  
 Municipal Emergency Services, Inc.  
 Safety Source Fire, Inc.  
 Sea-Western, Inc.  
 Sub-Aquatics, Inc. DBA Breathing Air Systems and Safe Air Systems  
 Ten-8 Fire & Safety, LLC

Proposals were reviewed by the Proposal Evaluation Committee:

Greg Grunig, M.S., Senior Procurement Analyst  
 Brandon Town, NIGP-CPP, CPSM, CPSD, Senior Procurement Analyst  
 Scott Dobereiner, CPPO, NIGP-CPP, Procurement Analyst  
 Nick Scholer, Procurement Analyst

**The findings of the Proposal Evaluation Committee are summarized as follows:**

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements and were evaluated.

Dan Enterprises, LLC is focused on offering emergency equipment and firefighting systems to governmental entities. Dan Enterprises holds several certifications, including the 8(a) Business Development Program and Woman-Owned Small Business designations from the Small Business Administration. As an authorized distributor, Dan Enterprises has access to manufacturers specializing in products for the Fire and Rescue Sector. The company's pricing reflects substantial discounts for Sourcewell participating entities.

Draeger Safety Canada, Ltd provides NFPA approved SCBA and NIOSH certified SABA PAS hip mounted light breathing apparatus, to include optional accessories. They can serve Sourcewell participating entities throughout Canada with their six service centers and certified technicians. Draeger Safety Canada, Ltd offers Sourcewell participating entities better pricing than they typically offer other municipalities, universities, and school districts with a solid discount from list price.

Draeger, Inc., is global organization that supplies respiratory protection equipment including self-contained breathing apparatus, escape respirators, supplied air respirators, thermal imaging cameras, a variety of masks and filters, and portable and fixed gas detection monitors. Their robust sales team and distributor network, based in the United States, are available to assist Sourcewell participating entities. Draeger, Inc., offers Sourcewell participating entities a solid discount off list price.

Interspiro Inc. develops respiratory protection and regulators that are often used by firefighters. The offered SCBA equipment comes with a 15-year warranty. Through a direct sales and a distribution network, Interspiro can serve Sourcewell participating entities throughout the United States and Canada. Operational training is provided at no charge. participating entities receive a discount of MSRP.

Curtis offers a comprehensive line of firefighting and emergency products and services to local, state, and federal agencies throughout the United States. Curtis is a distributor/dealer so they can utilize their vast network of manufacturers to provide products to participating entities worldwide. Curtis provides a competitive discount off the manufacturers' suggested price and will provide volume discounts whenever feasible.

MSA Safety Sales LLC offers a full line of SCBA and accessories. Through their small business subcontracting plan, they seek out historically underutilized business. MSA Safety Sales has an internal sales team that partners with over 400 distributors to service the United States and Canada. They are offering their solutions at a substantial discount from list price.

Municipal Emergency Services is a national full-line first responder and public safety distributor in the United States. MES offers SCBA, compressors and other air supply devices along with product support, SCBA annual test service, maintenance, and training. They offer competitive pricing, with significant discounts from MSRP, and pass along manufacturer warranties on the equipment purchased.

Sea-Western originated as a distributor specializing in top-tier products for fire service and government agencies. Collaborating with more than 60 manufacturers, Sea-Western concentrates on supplying government agencies within the United States the supplies they need. They provide training opportunities and favorable discounts for Sourcewell participating entities.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #011824 to:

Dan Enterprises Team, LLC	#011824-DAN
Draeger Safety Canada, Ltd.	#011824-DRA
Draeger, Inc.	#011824-DRG
Interspiro Inc.	#011824-INT
L.N. Curtis & Sons	#011824-LNC
MSA Safety Sales LLC	#011824-MSS
Municipal Emergency Services Inc	#011824-MES
Sea-Western Inc	#011824-SEW

The preceding recommendations were approved on March 11, 2024.

DocuSigned by:  
*Greg Grunig*  
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Greg Grunig, M.S., Senior Procurement Analyst

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*Brandon Town*  
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Brandon Town, NIGP-CPP, CPSM, CPSD, Senior Procurement Analyst

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*Scott Dobereiner*  
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Scott Dobereiner, CPPO, NIGP-CPP, Procurement Analyst

DocuSigned by:  
*Nick Scholer*  
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Nick Scholer, Procurement Analyst

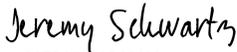
### STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #011824 for Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

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Jeremy Schwartz, CSSBB, CPPO, NIGP-CPP  
Sourcewell Chief Procurement Officer

**SOURCEWELL  
STATE OF MINNESOTA**



Member Kircher moved the adoption of the following Resolution:

**RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES**

**10/17/2023**

**Resolution No. 2023\_25**

**WHEREAS**, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

**WHEREAS**, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell’s cooperative purchasing and contracting program; and

**WHEREAS**, the Chief Procurement Officer recommends approval of categories detailed above.

**NOW THEREFORE BE IT RESOLVED** that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Dahlberg and the following voted in favor: (list names here)

Zylka, Nagel, Thiel, Barrows, Arts, Kircher, Kicker, Dahlberg

and the following voted against: (list names here or “NONE”)

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:  
Linda Arts  
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**Clerk to the Board of Directors**

## APPENDIX A

**SOURCEWELL PROCUREMENT DEPARTMENT**  
**BOARD ITEMS - October 2023**

<b>CONSENT AGENDA ITEMS</b>	<b>Requesting Board permission to Solicit the following categories:</b>		
	Self-Contained Breathing Apparatus, Breathing Air Systems, and Related Technology		
<b>CONSENT AGENDA ITEMS</b>	<b>Requesting Board permission to Re-Solicit the following categories:</b>		
	Ambulance and Emergency Medical Service Vehicles		
	Firefighting Personal Protective Equipment with Related Equipment Cleaning		
	Uniforms with Related Products and Services		
<b>CONSENT AGENDA ITEMS</b>	<b>NEW CONTRACTS</b>		
	<b>Supplier Name</b>	<b>Contract Number</b>	<b>Solicitation Title</b>
	Dant Clayton Corp.	081523-DCT	"Event Seating and Staging Solutions with Related Accessories and Services"
	Figueras Seating USA	081523-FGS	"Event Seating and Staging Solutions with Related Accessories and Services"
	Hussey Seating Company	081523-HSC	"Event Seating and Staging Solutions with Related Accessories and Services"
	National Recreation Systems	081523-NRS	"Event Seating and Staging Solutions with Related Accessories and Services"
	SICO America	081523-SICO	"Event Seating and Staging Solutions with Related Accessories and Services"
	Kubota Tractor Corporation	082923-KBA	"Ag Tractors with Related Attachments, Accessories and Supplies
	Deere & Company	082923-DAC	"Ag Tractors with Related Attachments, Accessories and Supplies
	CNH Industrial America	082923-CNH	"Ag Tractors with Related Attachments, Accessories and Supplies
	AGCO Corporation	082923-AGCO	"Ag Tractors with Related Attachments, Accessories and Supplies
	<b>CONTRACT EXTENSIONS</b>		
	<b>Supplier Name</b>	<b>Contract Number</b>	<b>Solicitation Title</b>
	McNeilus Financial dba McNeilus Truck & Manufacturing	091219-MCN	"Mobile Refuse Collection Vehicles with Related Equipment, Accessories and Services"
	The Heil Co.	091219-THC	"Mobile Refuse Collection Vehicles with Related Equipment, Accessories and Services"
Landscape Structures	010521-LSI	"Playground and Water Play Equipment with Related Accessories and Services"	
PlayPower	010521-LTS	"Playground and Water Play Equipment with Related Accessories and Services"	
Rain Drop Products	010521-RDP	"Playground and Water Play Equipment with Related Accessories and Services"	
SofSurfaces	010521-SFS	"Playground and Water Play Equipment with Related Accessories and Services"	
Waterplay Solutions Corp.	010521-WTR	"Playground and Water Play Equipment with Related Accessories and Services"	
Hussey Seating Company	091719-HSC	"Event Seating and Staging Solutions with Related Accessories and Services"	
<b>NEW IDIQ CONTRACTS</b>			
<b>Company Name</b>	<b>Contract Number</b>	<b>Region - Type of Work</b>	
None			
<b>IDIQ Contract Extensions</b>			
<b>Company Name</b>	<b>Contract Number</b>		
Diamond Ridge Development Corporation	AZ-R2-GC-082522-DRD		
Dallago Corporation	AZ-R5-HVAC-082522-DCO		
Dallago Corporation	AZ-R5-PLUM-082522-DCO		
Jim Brown and Sons Roofing Co., Inc.	AZ-R4-R-082522-JBS		
Loven Contracting, Inc.	AZ-R5-GC-082522-LOV		
Diamond Ridge Development Corporation	AZ-R1-GC-082522-DRD		
Henderson Building Solutions, LLC	AZ-R3-GC-082522-HBS		
Jim Brown and Sons Roofing Co., Inc.	AZ-R5-R-082522-JBS		
Pueblo Mechanical and Controls, LLC	AZ-R2-HVAC-082522-PME		
Diversified Maintenance Systems, Inc.	AZ-R4-GC-082522-DIV		
Alco Building Solutions	AZ-R2-E-082522-ABU		
Pueblo Mechanical and Controls, LLC	AZ-R2-PLUM-082522-PME		

## APPENDIX A Continued

Pueblo Mechanical and Controls, LLC	AZ-R4-PLUM-082522-PME	
RYTAN Construction	AZ-R2-GC-082522-RYT	
Interstate Mechanical Corporation	AZ-R2-HVAC-082522-IMC	
Jim Brown and Sons Roofing Co., Inc.	AZ-R1-GC-082522-JBS	
Diversified Maintenance Systems, Inc.	AZ-R2-GC-082522-DIV	
Interstate Mechanical Corporation	AZ-R4-HVAC-082522-IMC	
Interstate Mechanical Corporation	AZ-R2-PLUM-082522-IMC	
Jim Brown and Sons Roofing Co., Inc.	AZ-R3-GC-082522-JBS	
Loven Contracting, Inc.	AZ-R4-GC-082522-LOV	
Alco Building Solutions	AZ-R3-E-082522-ABU	
Diversified Maintenance Systems, Inc.	AZ-R5-GC-082522-DIV	
Pueblo Mechanical and Controls, LLC	AZ-R1-HVAC-082522-PME	
Alco Building Solutions	AZ-R4-E-082522-ABU	
Dallago Associates	AZ-R5-FLS-082522-DCO	
Alco Building Solutions	AZ-R5-E-082522-ABU	
Henderson Building Solutions, LLC	AZ-R4-GC-082522-HBS	
Interstate Mechanical Corporation	AZ-R3-HVAC-082522-IMC	
Interstate Mechanical Corporation	AZ-R3-PLUM-082522-IMC	
Henderson Building Solutions, LLC	AZ-R5-GC-082522-HBS	
Jim Brown and Sons Roofing Co., Inc.	AZ-R3-R-082522-JBS	
Loven Contracting, Inc.	AZ-R2-GC-082522-LOV	
Pueblo Mechanical and Controls, LLC	AZ-R4-HVAC-082522-PME	
Pueblo Mechanical and Controls, LLC	AZ-R1-PLUM-082522-PME	
Alco Building Solutions	AZ-R1-E-082522-ABU	
AXIOS Builders LLC	AZ-R4-GC-082522-AXI	
Diversified Maintenance Systems, Inc.	AZ-R3-GC-082522-DIV	
Interstate Mechanical Corporation	AZ-R5-HVAC-082522-IMC	
Interstate Mechanical Corporation	AZ-R4-PLUM-082522-IMC	
Pueblo Mechanical and Controls, LLC	AZ-R3-HVAC-082522-PME	
AXIOS Builders LLC	AZ-R3-GC-082522-AXI	
RYTAN Construction	AZ-R5-GC-082522-RYT	
Pueblo Mechanical and Controls, LLC	AZ-R3-PLUM-082522-PME	
Pueblo Mechanical and Controls, LLC	AZ-R5-PLUM-082522-PME	
RYTAN Construction	AZ-R1-GC-082522-RYT	
RYTAN Construction	AZ-R4-GC-082522-RYT	
Diversified Maintenance Systems, Inc.	AZ-R1-GC-082522-DIV	
Interstate Mechanical Corporation	AZ-R1-HVAC-082522-IMC	
Jim Brown and Sons Roofing Co., Inc.	AZ-R5-GC-082522-JBS	
Loven Contracting, Inc.	AZ-R1-GC-082522-LOV	
Loven Contracting, Inc.	AZ-R3-GC-082522-LOV	
Diamond Ridge Development Corporation	AZ-R3-GC-082522-DRD	
Interstate Mechanical Corporation	AZ-R1-PLUM-082522-IMC	
Interstate Mechanical Corporation	AZ-R5-PLUM-082522-IMC	
Jim Brown and Sons Roofing Co., Inc.	AZ-R2-GC-082522-JBS	
Jim Brown and Sons Roofing Co., Inc.	AZ-R4-GC-082522-JBS	
Jim Brown and Sons Roofing Co., Inc.	AZ-R1-R-082522-JBS	
Jim Brown and Sons Roofing Co., Inc.	AZ-R2-R-082522-JBS	
Pueblo Mechanical and Controls, LLC	AZ-R5-HVAC-082522-PME	
RYTAN Construction	AZ-R3-GC-082522-RYT	

**SOURCEWELL  
STATE OF MINNESOTA**



Member Barrows moved the adoption of the following Resolution:

**RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS**

**4/18/2024**

**Resolution No. 2024\_14**

**WHEREAS**, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

**WHEREAS**, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

**WHEREAS**, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

**WHEREAS**, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

**WHEREAS**, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

**NOW THEREFORE BE IT RESOLVED** by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Dahlberg and the following voted in favor: (list names here)

Zylka, Nagel, Thiel, Barrows, Arts, Kicker, Dahlberg

and the following voted against: (list names here or "NONE")

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

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Clerk to the Board of Directors

## APPENDIX A

**SOURCEWELL PROCUREMENT DEPARTMENT**  
**BOARD ITEMS - April 2024**

<b>CONSENT AGENDA ITEMS</b>	<b>Requesting Board permission to Solicit the following categories:</b>		
	Energy Savings Performance Contracting with Related Services		
<b>CONSENT AGENDA ITEMS</b>	<b>Requesting Board permission to Re-Solicit the following categories:</b>		
	Office Supply and Workplace Catalog Solutions		
	Indefinite Delivery Indefinite Quantity - Ohio		
<b>CONSENT AGENDA ITEMS</b>	<b>NEW CONTRACTS</b>		
	<b>Supplier Name</b>	<b>Contract Number</b>	<b>Solicitation Title</b>
	Anchortex Corporation	011124-ATX	"Uniforms with Related Products and Services"
	Blauer Manufactruing Co.	011124-BLA	"Uniforms with Related Products and Services"
	Courage Tactical dba CopsPlus	011124-CPS	"Uniforms with Related Products and Services"
	Galls	011124-GAL	"Uniforms with Related Products and Services"
	LION First Responder PPE	011124-LIO	"Uniforms with Related Products and Services"
	Municipal Emergency Services	011124-MES	"Uniforms with Related Products and Services"
	UniFirst Corporation	011124-UFC	"Uniforms with Related Products and Services"
	Vestis Services	011124-VST	"Uniforms with Related Products and Services"
	All Hands Fire Equipment	010424-ALH	"Firefighting Personal Protective Equipment with Related Cleaning"
	Dan Enterprises Team	010424-DAN	"Firefighting Personal Protective Equipment with Related Cleaning"
	Fire-Dex	010424-FDX	"Firefighting Personal Protective Equipment with Related Cleaning"
	Haix North America	010424-HAX	"Firefighting Personal Protective Equipment with Related Cleaning"
	L.N. Curtis & Sons	010424-LNC	"Firefighting Personal Protective Equipment with Related Cleaning"
	LION First Responder PPE	010424-LIO	"Firefighting Personal Protective Equipment with Related Cleaning"
	Morning Pride Mfg. LLC dba Honeywell First Responder	010424-MNP	"Firefighting Personal Protective Equipment with Related Cleaning"
	Municipal Emergency Services	010424-MES	"Firefighting Personal Protective Equipment with Related Cleaning"
	Ricochet Manufactruing Company	010424-RIC	"Firefighting Personal Protective Equipment with Related Cleaning"
	Viking Life Saving Equipment	010424-VKN	"Firefighting Personal Protective Equipment with Related Cleaning"
	Dan Enterprises Team	011824-DAN	"Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment"
	Draeger Safety Canada	011824-DRA	"Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment"
	Draeger, Inc.	011824-DRG	"Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment"
	Interspiro Inc.	011824-INT	"Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment"
	L.N. Curtis & Sons	011824-LNC	"Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment"
	MSA Safety Sales	011824-MSS	"Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment"
	Municipal Emergency Services	011824-MES	"Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment"
	Sea-Western	011824-SEW	"Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment"
	Abernethy Schwartz Partners	012524-ABN	"Water Service Line Inventory and Management Systems with Related Services"
	Global Environmental Consulting	012524-GEC	"Water Service Line Inventory and Management Systems with Related Services"
	Trinnex	012524-TRX	"Water Service Line Inventory and Management Systems with Related Services"

## APPENDIX A Continued

TruePani	012524-TRP	"Water Service Line Inventory and Management Systems with Related Services"
Voda	012524-VDA	"Water Service Line Inventory and Management Systems with Related Services"
WithersRavenel	012524-WHR	"Water Service Line Inventory and Management Systems with Related Services"
All Hands Fire Equipment	020124-ALH	"Firefighting Equipment and Rescue Tools with Related Supplies and Accessories"
Atlantic Diving Supply	020124-ADS	"Firefighting Equipment and Rescue Tools with Related Supplies and Accessories"
C.E.T. Fire Pumps Mfg.	020124-CET	"Firefighting Equipment and Rescue Tools with Related Supplies and Accessories"
L.N. Curtis & Sons	020124-LNC	"Firefighting Equipment and Rescue Tools with Related Supplies and Accessories"
Municipal Emergency Services	020124-MES	"Firefighting Equipment and Rescue Tools with Related Supplies and Accessories"
Sea-Western	020124-SEW	"Firefighting Equipment and Rescue Tools with Related Supplies and Accessories"
Tempest Technology Corporation	020124-TEM	"Firefighting Equipment and Rescue Tools with Related Supplies and Accessories"
W.S. Darley & Co.	020124-WSD	"Firefighting Equipment and Rescue Tools with Related Supplies and Accessories"
<b>CONTRACT EXTENSIONS</b>		
<b>Supplier Name</b>	<b>Contract Number</b>	<b>Solicitation Title</b>
Konica Minolta Business Solutions	030321-KON	"Copiers, Printers, and Multi-Function Devices, with Related Supplies, Accessories and Services"
Sharp Electronics Corporation	030321-SEC	"Copiers, Printers, and Multi-Function Devices, with Related Supplies, Accessories and Services"
TK Elevator	080420-TKE	"Elevators, Escalators, and Moving Walks with Related Equipment, Services and Supplies"
Johnson Controls Fire Protection	030421-JHN	"Facility Security Systems, Equipment, and Software with Related Services"
Geotab	020221-GEO	"Fleet Management Technologies with Related Software Solutions"
All-American Arena Products	120320-ALL	"Ice Rink and Arena Equipment with Related Supplies and Services"
Athletica Sport Systems	120320-ATH	"Ice Rink and Arena Equipment with Related Supplies and Services"
Modern Mechanical Ice Systems	120320-AMR	"Ice Rink and Arena Equipment with Related Supplies and Services"
Zamboni	120320-FZC	"Ice Rink and Arena Equipment with Related Supplies and Services"
Outdoor-Fit Exercise Systems	010721-ODR	"Outdoor Fitness Equipment with Related Accessories and Services"
American Ramp Company	112420-ARC	"Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories and Services"
Artisan Skateparks	112420-ART	"Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories and Services"
California Skateparks	112420-CAS	"Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories and Services"
Spohn Ranch	112420-SRI	"Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories and Services"
<b>NEW IDIQ CONTRACTS</b>		
<b>Company Name</b>	<b>Contract Number</b>	<b>Region - Type of Work</b>
Sunland Asphalt & Construction, LLC	CO-R1-PAC-022924-SAC	Region 1 - Asphalt/Paving/Concrete
CORE Construction, Inc.	CO-R1-GC-022924-CORE	Region 1 - General Construction
JOC Construction, LLC	CO-R1-GC-022924-LRI	Region 1 - General Construction
ACCO Engineered Systems, Inc.	CO-R1-HVAC-022924-AES	Region 1 - Mechanical/HVAC
ACCO Engineered Systems, Inc.	CO-R1-PLUM-022924-AES	Region 1 - Plumbing
Sunland Asphalt & Construction, LLC	CO-R2-PAC-022924-SAC	Region 2 - Asphalt/Paving/Concrete
CORE Construction, Inc.	CO-R2-GC-022924-CORE	Region 2 - General Construction
Facilities Contracting	CO-R2-GC-022924-FCI	Region 2 - General Construction
JOC Construction, LLC	CO-R2-GC-022924-LRI	Region 2 - General Construction
Pacific Construction Services, LLC	CO-R2-GC-022924-PCS	Region 2 - General Construction
TKM Group, LLC	CO-R2-GC-022924-TKM	Region 2 - General Construction
ACCO Engineered Systems, Inc.	CO-R2-HVAC-022924-AES	Region 2 - Mechanical/HVAC

