

**Solicitation Number: RFP #010424****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and All Hands Fire Equipment LLC, 7 3<sup>rd</sup> Ave., Neptune City, NJ 07753 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Firefighting Personal Protective Equipment with Related Equipment Cleaning 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 27, 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 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 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 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 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.

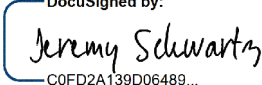
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

## 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

All Hands Fire Equipment LLC

DocuSigned by:  
  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
3/26/2024 | 11:12 AM CDT  
Date: \_\_\_\_\_

DocuSigned by:  
  
0680070AE70144D...  
By: \_\_\_\_\_  
Heather Pizzillo  
Title: Consultant/Contracting Specialist  
3/26/2024 | 8:19 AM PDT  
Date: \_\_\_\_\_



# RFP 010424 - Firefighting PPE and Related Equipment Cleaning

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## Vendor Details

Company Name: All Hands Fire Equipment LLC

Does your company conduct business under any other name? If yes, please state: N/A

Address: 7 3rd Ave  
Neptune City, NJ 07753

Contact: Heather Pizzillo

Email: heather.pizzillo@gmail.com

Phone: 732-245-6465

HST#: 58-2671638

## Submission Details

Created On: Tuesday December 12, 2023 20:16:10

Submitted On: Wednesday January 03, 2024 19:47:47

Submitted By: Heather Pizzillo

Email: heather.pizzillo@gmail.com

Transaction #: 04c8831c-52c8-4c90-80d8-47036440f615

Submitter's IP Address: 96.242.158.245

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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")	All Hands Fire Equipment LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A - no subsidiary entities
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A - no DBA
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UEI: SKKBBG2DG7L7 CAGE Code: 3GNZ1
5	Proposer Physical Address:	7 3rd Ave. Neptune City, NJ 07753
6	Proposer website address (or addresses):	www.allhandsfire.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):	Heather Pizzillo Consultant / Contracting Specialist 1933 State Route 35, Suite 207 Wall, NJ 07719 heather.pizzillo@gmail.com 732-245-6465
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Scott Colarusso Vice President / Co-Owner 900 13th Ave. Belmar, NJ 07719 scott@allhandsfire.com 732-599-9706
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A - no additional contacts for this proposal

**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>Operating for over 22 years, All Hands Fire Equipment LLC has developed into a well-respected, trusted, and thriving public safety business with customers nationwide and beyond, for vendors and fellow dealers alike.</p> <p>Our New Jersey location is a 7,000 square foot facility complete with offices, showroom and training center. The main focus of All Hands has always been to deliver quality customer service to our thousands of customers, and that is thoroughly engrained into the business philosophy, along with a devotion to serving the first responder community. Our employees are always proud to go the extra mile and live by the "All Hands" philosophy - the name is derived from the common phrase "all hands going to work", used daily by the FDNY and other departments across the country.</p> <p>In 2010, at the request of many of our valued customers, All Hands began to expand into police, tactical, EMS, safety, industrial and training. We were already servicing these markets, but decided to commit to showcase more great products and earn our reputation as a complete Public Safety equipment provider.</p> <p>We have achieved this and continue to work hard to earn this solid reputation every year. Our largest amount of business comes from word of mouth and referrals – customers continue to come back to AHF year after year for their PPE, Equipment and Training needs.</p> <p>All Hands Fire Equipment LLC offers products and services in the marketplace that are held to the strictest safety standards, evidenced by Safety Data Sheets that it holds on file with each respective supplier, as required.</p> <p>All Hands Fire Equipment LLC is a go-to source for emergency preparedness equipment, training as well as water rescue outfitter – to which many national, state and local governmental organizations have relied upon for over 20 years, which further demonstrates their trust and confidence in the quality of products and services provided.</p>

11	What are your company's expectations in the event of an award?	The company's expectations in the event of an award are as follows: a) The contract becomes top priority and a meeting with all Team Leads will be held to ensure that action items in each work stream are being promptly addressed; b) Marketing Plan to be implemented immediately; c) Sales force training to be held regarding Sourcewell contract use eligibility requirements and documentation, as well as encouraging potential participating entities to join Sourcewell; d) NetSuite system configuration to be completed for Sourcewell contract as well as associated pricing validations to ensure that contractual internal controls are in place	*
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 find the attached financial statements from All Hands Fire Equipment's accounting software, NetSuite. The company has a strong, stable financial presence and it is particularly noteworthy that the company does not carry any debt. It is authorized for a business line of credit, however it does not utilize these funds, as it consistently produces steady cash flow which both support the business's operating expenses as well as allow for additional savings and reinvestment in the business. The business has also experienced significant growth within the past 5 years and has doubled its 2019 Net Income by 2022, and will more than triple it at the close of 2023.	*
13	What is your US market share for the solutions that you are proposing?	US market share is <1%	*
14	What is your Canadian market share for the solutions that you are proposing?	Canadian market share is <1%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	N/A - The business has never petitioned for bankruptcy protection.	*
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?	The organization is best described as a distributor/dealer/reseller, and is also a service provider for training firefighting departments. All Hands Fire Equipment LLC provides written authorization that it has the authority to act as distributor/dealer/reseller for the manufacturers of the products proposed in this RFP. Dealer network is not independent or company owned.	*
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.	All manufacturers that All Hands Fire Equipment LLC partners with in pursuit of the business contemplated by this RFP are licensed and certified as required by local, state, provincial, federal laws, as applicable. Applicable documentation can be provided upon request for any licenses and/or certifications required.  Additionally, All Hands Fire Equipment LLC is certified as a Small Business Enterprise (SBE) through SAM.gov.	*
18	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	The products and/or equipment offered in this proposal are held to the strictest standards and where applicable and required, NFPA, OSHA, and ANSI compliance standards are either met or exceeded. Applicable documentation can be provided upon request for any product offered in this proposal.	
19	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A - no "Suspension or Debarment" information applies to this organization during the past ten years.	*

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

Line Item	Question	Response *
20	Describe any relevant industry awards or recognition that your company has received in the past five years	- Eflare Distributor Achievement Award, presented in recognition of long term support of Eflare and in obtaining product acceptance and sales to MTA New York City Transit - Office of the Secretary of Defense, Employer Support of the Guard and Reserve recognized Don Colarusso as a Patriotic Employer for contributing to national security and protecting liberty and freedom by supporting employee participation in America's National Guard and Reserve Force - BBB accredited business with A+ rating
21	What percentage of your sales are to the governmental sector in the past three years	Approximately 80% of overall company sales are to the governmental sector.
22	What percentage of your sales are to the education sector in the past three years	In the past three years, <5% of total sales are to the education sector.
23	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?	All Hands Fire Equipment LLC currently holds several contracts with the State of New Jersey, Morris County Co-Op, New York City Transit, and NYC DCAS. The following link outlines specific information and contract numbers for reference: <a href="https://www.allhandsfire.com/contracts">https://www.allhandsfire.com/contracts</a>  Annual average sales volume for each of these state contracts over the past three years is as follows: - New Jersey State Contract \$969K - Morris County Co-Op \$24K - New York City Transit \$655K - New York City Department of Citywide Administrative Services \$253K
24	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?	All Hands Fire Equipment LLC holds GSA Contract # 47QSWA20D00AR. Average annual sales volume over the past three years is \$500,000.

**Table 4: References/Testimonials**

**Line Item 25.** Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Colts Neck Fire Company #1	Mike Cusate	(732) 685-9930
Colts Neck Fire Company #2	Bobby Ciasulli	(732) 778-4647
Warren Township Fire Department	Jim Mitchell	(732) 850-2406
Jersey City Fire Department	Deputy Chief Henry DiGuilio	(201) 705-4877
Monmouth County Fire Marshall's Office	Fred Migliaccio	(732) 904-4741

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

**Line Item 26.** 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 *
New Jersey State Contract	Government	New Jersey - NJ	Firefighter Protective Equipment and Supplies; Police & Homeland Security Equipment and Supplies; Marine Craft	\$4.01 - \$78,000	\$2,905,815
New York City	Government	New York - NY	Safety Lights	\$720 - \$104,356	\$1,964,153
General Services Administration (GSA)	Government	New Jersey - NJ	Protective equipment including firefighting suits and accessories, clothing, footwear, body armor, head protection, breathing air equipment and related items, law enforcement protective equipment, firefighting rescue tools and equipment, fire extinguishers and suppressants, flood mitigation equipment, hoses, valves, fittings, nozzles and related accessories, medical rescue and patient transportation products, marine craft	\$36 - \$274,920	\$1,529,724
New York City Department of Citywide Administrative Services	Government	New York - NY	Personal protective equipment	\$95.04 - \$126,720	\$505,218
Morris County Co-Op	Government	New Jersey - NJ	Personal protective equipment - helmets; as well as various firefighting equipment and accessories	\$14.04 - \$22,589	\$73,256

**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 *
27	Sales force.	<p>All Hands Fire Equipment LLC has a sales force consisting of the following structure listed below. There are a total of 6 sales reps, 3 of which also overlap with customer service. All are located at All Hands' headquarters in New Jersey, however also travel nationwide to meet with, train, and service customers.</p> <p>Structure of National Sales Force:</p> <p>Scott Colarusso – Highest Level Sales, has brokered deals for the Country of Ecuador, Qatar, International US Military Bases, and National sales big and small. Primary Role: Inside &amp; Outside Sales, Product &amp; New Vendor Development, Water Rescue Sales, Large Sales, and International Sales.</p> <p>Donald Colarusso - 2nd Highest Sales, has vast firsthand knowledge and experience in the First Responder Industry. Provided Demo and Training in Panama City Panama, Brokered Escape Systems &amp; Training for Atlantic City FD, NJ; Baltimore City FD, MD; and is in the process of outfitting Philadelphia with Escape Systems for every FF. Primary Role: Inside &amp; Outside Sales, Head of the Training Division, Escape Systems, and Technical Sales.</p> <p>Joe Adams – 3rd Highest, 3rd Highest Sales focused on all generic opportunities, basic to advanced sales, and support. Primary Role: Inside &amp; Outside Sales, Generic (Everything other than noted above) Sales, Tactical Sales, and EV Fire Sales.</p> <p>Sandra, Shannon, Lia – Inside Sales, Support Sales &amp; Customer Service Support. All know how to generate Quotes, Close Sales, and Inside Sales Basics</p>
28	Dealer network or other distribution methods.	<p>All Hands Fire Equipment LLC works with an extensive network of over 800 suppliers / manufacturers in order to distribute its products, and has solidified these relationships over the past 22 years. Additionally, its service sector is all in house, and is a top tier firefighting training facility which also travels to conduct firefighting training courses across the United States.</p>
29	Service force.	<p>The service force is primarily geared towards firefighter training. This sector currently has 58 active direct employees, and there is no third party provider for this sector. Most of the service force is located in the tri-state area, however they travel nationally as required, in order to conduct courses where they are needed most. Please refer to the following site for an outline of the types of courses that are offered: <a href="https://allhandsfiretraining.com/fire-instructors-html/">https://allhandsfiretraining.com/fire-instructors-html/</a></p> <p>Training spans across the following categories:</p> <ul style="list-style-type: none"> <li>- Firefighting Escape Systems</li> <li>- Fire Ground Classes</li> <li>- Fire Officer Classes</li> <li>- Water Rescue</li> <li>- Emergency Vehicle Classes</li> <li>- EMS Medical Programs</li> <li>- Technical Rescue</li> <li>- OSHA Training</li> <li>- Special Programs such as lithium ion battery / EV training, autism awareness for first responders, etc.</li> </ul>
30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>All Hands Fire Equipment LLC provides numerous methods by which its customers can complete their orders, including the allhandsfire.com website, via phone, in person at the headquarters in New Jersey, as well as via various federal, state, and local contracting vehicles. Orders are managed through All Hands' accounting system, NetSuite, and are monitored and processed by the sales and customer service teams, respectively. In order to fulfill the orders, All Hands works with an extensive network of manufacturers / suppliers - relationships which it has developed for over two decades. The customer service team coordinates with each supplier in order to ensure that orders are delivered on time or ahead of schedule. All Hands thoroughly vets its suppliers to ensure that this process runs smoothly, and if there are any unforeseen circumstances, All Hands remains the point of contact for resolution from start to finish in order to ensure that all expectations are met, and that communication remains clear and consistent.</p>

31	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>All Hands Fire Equipment LLC infamously has one of the most responsive, transparent, and caring customer service team there is to offer. We are continuously building the brand daily by building new customers as well as maintaining customers we have had for over two decades. Open Monday-Friday 9am – 5 pm, we are regularly communicating with customers in a friendly, professional manner to get our clientele the items and services they need.</p> <p>Response time is more often than not, same business day. All Hands also offers emergency points of contact who are available after business hours, particularly during emergency response situations where every second counts. For less urgent customer service, customers can always call and directly speak to a representative during business hours and the majority of tickets that the customer service team handles are resolved within 1 business day (24-48 hours latest). We don't have an incentive based structure for our customer service team because they are all in house employees and we do not outsource this component of the business to a third party, as it is a critical differentiating factor for All Hands Fire Equipment and the overall brand. All Hands currently employs 3 dedicated customer service representatives and they are all located at All Hands' headquarters in New Jersey.</p>
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All Hands Fire Equipment LLC operates nationwide, providing products and services to every state across the United States, and is very willing and able to provide products and services to any participating Sourcewell entities in the United States that may require them.
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All Hands Fire Equipment LLC currently has customers in Canada, has operating procedures for processing Canadian orders, and is very willing and able to provide products and services to any participating Sourcewell entities in Canada that may require them.
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A - there are no geographic areas of the United State or Canada that we will NOT be serving.
35	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?	N/A - there are no participating entity sectors that we will NOT be serving. All Hands Fire Equipment LLC has a national, as well as international presence, and does not have contracts that limit its ability to promote another contract.
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A - there are no contract requirements or restrictions that would apply to participating entities in Hawaii and Alaska and in U.S. Territories.

**Table 7: Marketing Plan**

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>The marketing strategy for promoting this contract opportunity will be primarily leveraging All Hands Fire Equipment's strong online presence and social media, as those have proven to be the most effective in recent years, as the company continues to invest in technology and bolsters its search rankings as well as its online ordering avenues. Additionally, a significant portion of All Hands Fire Equipment's business resides within its Training Division, whereby customers come to All Hands Fire Equipment's state of the art training facility (or All Hands travels to them, on site) and they receive extensive training on various types of emergency preparedness equipment and PPE. As a result of the training, customers follow up and order the PPE and equipment that their respective Instructors recommend. These recommendations turn into repeat customers, as All Hands Fire Equipment continues to become a trusted source of first responder expertise across more and more governmental agencies. So All Hands Fire Equipment regularly utilizes this extensive network as a fixture in its marketing strategy. Beyond this, All Hands Fire Equipment would look to partner with Sourcwell in regards to any pre-existing templates and resources that may be available on the Supplier Portal, which could be leveraged as part of a national marketing campaign.</p> <p>Please find the attached uploaded examples of various marketing materials All Hands Fire Equipment utilizes - for reference, there is an example of a marketing email (sent to over 60,000 loyal customers), a sell sheet utilized for trade shows and conferences, as well as the GSA Contractor Catalog sell sheet.</p> <p>Please also find the following links to All Hands Fire Equipment on social media:  <a href="https://www.facebook.com/AllHandsFire/">https://www.facebook.com/AllHandsFire/</a>  <a href="https://www.instagram.com/allhandsfire/?hl=en">https://www.instagram.com/allhandsfire/?hl=en</a>  <a href="https://www.youtube.com/@allhandsfire">https://www.youtube.com/@allhandsfire</a>  <a href="https://www.linkedin.com/company/all-hands-fire">https://www.linkedin.com/company/all-hands-fire</a></p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	All Hands Fire Equipment LLC has a very strong e-commerce presence. Its #1 search rankings have been strategically cultivated over the past 12 years, and this is demonstrated by the fact that All Hands Fire Equipment ranks #1 on over 250 keywords across the industry – and this is ever evolving as they continue to see bump ups from prior positions all the way up to #1. This is increasingly valuable in the digital retail space and is what continues to set All Hands Fire Equipment apart on the e-commerce side of the business. All Hands Fire Equipment would leverage this position in the marketplace in order to further enhance the effectiveness of its overall marketing strategy.
39	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	In All Hands Fire Equipment's view, Sourcwell's role in promoting contracts arising out of this RFP is to act as an overarching support system, but not to be actively selling. It is assumed that the contract awards would be made publicly available so that interested parties and participating Sourcwell agencies would be made aware that they can utilize the contract in order to purchase necessary products/services as applicable. However, in terms of the one on one sales processes, fielding questions, interacting with end users, processing orders and ensuring utmost customer satisfaction - these are all areas that All Hands Fire Equipment specializes in and would expect to be responsible for. All Hands Fire Equipment is happy to integrate any pre-existing Sourcwell processes into its overall sales process where applicable, in order to make most effective use of all tools available and to ensure an active, cooperative partnership throughout the term of the contract.
40	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>All Hands Fire Equipment's products/services are available through several e-procurement ordering processes. The primary one is General Services Administration (GSA), whereby governmental organizations can order directly from <a href="http://www.gsaadvantage.gov">www.gsaadvantage.gov</a>. For reference, the link to All Hands Fire Equipment's GSA website for ordering purposes is as follows:  <a href="https://www.gsaadvantage.gov/advantage/ws/search/advantage_search?q=0:847QSWA20D00AR&amp;db=0&amp;searchType=1">https://www.gsaadvantage.gov/advantage/ws/search/advantage_search?q=0:847QSWA20D00AR&amp;db=0&amp;searchType=1</a></p> <p>Additionally, many governmental and educational customers have utilized the All Hands Fire Equipment website directly, as they can submit a request for quotation directly on the site as follows: <a href="https://www.allhandsfire.com/sca-dev-2022-1-0/checkout.ssp?is=login&amp;login=T&amp;origin_hash=request-a-quote&amp;origin=customercenter&amp;session_id=1704237589&amp;client_id=817981655.1678767029#login-register">https://www.allhandsfire.com/sca-dev-2022-1-0/checkout.ssp?is=login&amp;login=T&amp;origin_hash=request-a-quote&amp;origin=customercenter&amp;session_id=1704237589&amp;client_id=817981655.1678767029#login-register</a></p> <p>Customers can choose to either place an order directly on the website or they can submit a request for quotation, which the customer service team will work with them on and ensure that they have the proper documentation necessary to generate a PO through their respective organization.</p> <p>Additionally, All Hands Fire Equipment has worked with many governmental organizations in terms of utilizing their own procurement portals in order to process contract documentation electronically. All Hands Fire Equipment will always work with customers to accommodate the methodology that works best for them.</p>



**Table 8: Value-Added Attributes**

Line Item	Question	Response *
41	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.	All Hands Fire Equipment LLC offers an extensive training division, lead by industry experts in first responder equipment and specifically firefighting PPE. For reference, please refer to the following website for links to all of the types of training courses currently offered: <a href="https://allhandsfiretraining.com/fire-rescue-classes-html/">https://allhandsfiretraining.com/fire-rescue-classes-html/</a> Training is optional but highly recommended and associated costs are outlined when registering for each respective class on the website.
42	Describe any technological advances, unique design, and/or feature attributes that your proposed products or services offer.	All Hands Fire Equipment LLC actively works with its suppliers to offers the latest technological advances in the field. Product offerings are regularly updated to reflect new technologies, and discontinue older technologies. All Hands Fire Equipment LLC intends to update its contract regularly to reflect this, if awarded.
43	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.	Please find the following link to All Hands Fire Equipment LLC's environmental initiatives: <a href="https://www.allhandsfire.com/AHF-is-green">https://www.allhandsfire.com/AHF-is-green</a>  All Hands is currently working towards reducing its carbon footprint and becoming a 100% green company through the following initiatives: <ul style="list-style-type: none"><li>o Utilizing 100% Renewable and Clean locally produced high quality wind power that provides our facility with all our energy needs.</li><li>o Our Product Guide is 100% Green. It is printed with soy ink on paper containing 100% post-consumer (PCW) fiber. It is 100% recyclable. Fiber for paper-making was obtained from a responsible well-managed forest, is elemental chlorine free (ECF) and was produced using bio gas energy. The soy oil content of the ink has replaced petroleum-based oils.</li><li>o With our New System, we use 90+% Less Paper.</li><li>o In-House Recycle Program for Glass, Plastic, Metal and the remaining Paper we do use.</li><li>o We Re-use all shipping and packing materials.</li><li>o We buy and salvage Used Racks, Office Furniture, and Displays to eliminate them ending up in Landfills.</li><li>o And continuously working with our Vendors and Partners to be more efficient and environmental.</li></ul>
44	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 - All Hands Fire Equipment LLC has not received any third-party issued eco-labels, ratings or certifications relative to these products.
45	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.	All Hands Fire Equipment LLC is certified as a Small Business Enterprise (SBE) through SAM.gov. Please reference attached SAM.gov record for reference.
46	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?	All Hands Fire Equipment LLC offers a wide range of products, brands, vendors that are higher quality, game changing, and provide complete solutions. We offer Training, which most Dealers do not offer. In addition, we look to provide education in our marketing, our discussions and demonstrations with the Customer, through each and every interaction. All Hands provides kits, packages, and caters to each individual and unique need our customers may have. This includes custom kits and packages, sometimes designed for a specific agency. We also suggest products that span across wide applications. Providing a helmet that can service various applications vs. a helmet specifically designed to meet one application (whereby you need 5 different helmets for 5 different applications). In addition, All Hands works to fit just about every budget. We understand every Department is different and many have wide-ranging budgets to pool from.  In terms of most unique attributes - it would be All Hands Fire Equipment's state of the art firefighting training capabilities and expertise, as well as top tier customer service that makes for a very seamless and satisfying customer experience.

**Table 9A: 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 *
47	Do your warranties cover all products, parts, and labor?	All Hands Fire Equipment LLC offers a wide range of products from a wide range of manufacturers, and each of them vary in terms of the specific items that are covered under warranty. Please see attached examples of several of the warranties that our manufacturers provide for the products offered under this proposal, for reference. Additionally, All Hands Fire Equipment LLC stands behind the quality of all products and services offered to its customers. It operates under a customer first mentality and will ensure that it partners with the manufacturer to ensure that every effort is put forth to help the customer resolve any warranty issue that may arise.

48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	All Hands Fire Equipment LLC is not aware of any usage restrictions or other limitations that would adversely affect warranty coverage that its manufacturers provide. However, if any of these items should arise - All Hands Fire Equipment stands behind the quality of its products and associated warranties, and will work hand in hand with the customer to ensure adequate resolution with regards to any warranty claims that may arise.	*
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	The standard manufacturer warranties that are offered do not cover the expense of the technicians' travel time and mileage to perform warranty repairs.	*
50	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?	There are no geographic regions of the United States or Canada (as applicable) for which All Hands Fire Equipment LLC cannot provide a certified technician to perform warranty repairs. Sourcewell participating entities in these regions will be guided by the All Hands Fire Equipment Customer Service Team in terms of how to schedule their warranty service repairs, as well as the step by step process.	*
51	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?	All Hands Fire Equipment LLC stands by its customers every step of the way, and is known across the industry for its above-and-beyond customer service. Whereas the warranties themselves will go back to the original manufacturer, the All Hands Fire Equipment Customer Service Team will help to guide the customer through this process and will serve as a regular liaison with the manufacturer in order to ensure proper and timely resolution.	*

52	What are your proposed exchange and return programs and policies?	<p>Returns, Exchanges, Refund Policy:</p> <ol style="list-style-type: none"> <li>1. A customer may return an item if it is defective. All Hands Fire Equipment will NOT accept the return of any item that shows any sign of wear or use. Restocking fee(s) may apply.</li> <li>2. In cases where All Hands Fire agrees that manufacturers defects are present due to poor quality or workmanship, the item may be returned for warranty repair or replacement. Customers should first contact All Hands® Fire Equipment prior returning any product. We will not be held responsible for any item's returned without prior authorization.</li> <li>3. All returns must be made within 30 days of purchase (date of invoice). Restocking fee(s) may apply.</li> <li>4. Any claim of damage and/or shortages must be made within 48 hours of receipt or product(s).</li> <li>5. No product may be returned without approval and return directions from All Hands® Fire Equipment. We require all returns and/or exchanges to include our Return &amp; Exchange Form. You need to be logged into your account to use this form).</li> <li>6. Customers are responsible for the cost of shipping the product in question back to All Hands® Fire Equipment or to the Manufacturer. In addition, customers are responsible for shipping costs associated with exchanges or re-shipping.</li> </ol> <p>* Does not apply to products with Manufacturer defects due to poor quality or products that were shipped in error due to All Hands® Fire Equipment or Manufacturers mistake.</p> <ol style="list-style-type: none"> <li>7. Products that are to be returned should use the same packaging and include a copy of the packing slip and/or invoice, and our Return &amp; Exchange Form. In order to use the form you need to be logged into your account.). Customers are responsible for products that are being shipped back to All Hands® Fire Equipment or to the Manufacturer. All Hands® Fire Equipment LLC is not responsible for lost or damaged shipments. We recommend that you ship the product in a manner that can be tracked. You may also wish to insure the shipment.</li> <li>8. Refunds, or credit: Customers will not be credited the amount(s) charged for shipping and handling. Customers will only be credited or refunded for the value of the product. Does not apply to products with Manufacturer defects due to poor quality or products that were shipped in error due to All Hands® Fire Equipment or Manufacturers mistake.</li> <li>9. NO refund, credit or exchange will be given until the product in question is returned and has been examined by All Hands® Fire Equipment or an authorized representative.</li> <li>10. Products being returned must have no evidence of use and must be received in its original box and packaging</li> <li>11. Boot/Footwear Return Policy: Boots and footwear fall under normal Returns, Exchanges Refunds Policy. However, customers must make sure boots and footwear fit properly and are the correct size prior to putting them into service. ANY signs of wear and tear (including but not limited to scuff and/or dirt marks, creases, dirty or scraped soles, etc.) will NOT be accepted. Boots with ANY sign of use and/or wear will be rejected and returned to you without credit, refund or exchange.</li> <li>12. Helmet Policy (Pre-Configured): All pre-configured Helmets fall under normal Returns, Exchanges Refunds Policy. Cancellations for helmets must be made within 24 hours of original order date. ANY signs of wear and tear (including but not limited to sweat stains, scuff and/or dirt marks, alterations, markings, any removal of parts including protective coverings, and/or decal additions) will not be accepted. You must make sure the helmet fits properly and is the correct size prior to putting your helmet into service. ANY Helmets with sign of use or any alterations will be rejected and returned to you without credit, refund or exchange and shipping will be billed to you.</li> <li>13. Helmet Policy (Including Build-Your-Own / Customized): All Hands® Fire Equipment offers a Build-Your-Own feature that allows our customers to create customized products, manufactured and assembled to your specifications. Our cancellation policy on customized orders is as follows: Cancellations for helmets must be made within 24 hours of original order date. Cancellation of Customized Orders will not be permitted after 24 hours of original order date. A customized product may not be returned or exchanged (Does not apply to products with Manufacturer defects due to poor quality or products that were shipped in error due to All Hands® Fire Equipment or Manufacturers mistake). Customized products that are manufactured in error due to customer mistake will not be refunded. Please double check all your specifications prior to ordering a customized product. Most, if not all, Customized Helmets may take more than 12 weeks.</li> <li>14. Customized Product Orders: All Hands® Fire Equipment offers a Build-Your-Own features and other Customized products that allows our customers to create customized products, manufactured to your specifications. Our cancellation policy on customized orders is as follows: Cancellations for customized products must be made within 24 hours of original order date. Cancellation of Customized Orders will not be permitted, refunded or credited after 24 hours of original order date. A customized product may not be returned or exchanged (Does not apply to products with Manufacturer defects due to poor quality or products that were shipped in error due to All Hands® Fire Equipment or Manufacturers mistake). Customized products that are manufactured in error due to customer mistake will not be refunded. Please double check all your specifications prior to ordering a customized product.</li> <li>15. Gift Certificates: Gift Certificates are not returnable or refundable for cash.</li> </ol> <p>To start the return process, log into your account, or to create a new account and request a return or exchange, or call for instructions.</p>
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53	Describe any service contract options for the items included in your proposal.	<p>Service contract options for the items included in the proposal are primarily centered on PPE and first responder training as referenced in Table 6, Line Item 29.</p> <p>Training spans across the following categories:</p> <ul style="list-style-type: none"> <li>- Firefighting Escape Systems</li> <li>- Fire Ground Classes</li> <li>- Fire Officer Classes</li> <li>- Water Rescue</li> <li>- Emergency Vehicle Classes</li> <li>- EMS Medical Programs</li> <li>- Technical Rescue</li> <li>- OSHA Training</li> <li>- Special Programs such as lithium ion battery / EV training, autism awareness for first responders, etc.</li> </ul>
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#### Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *
54	Describe any performance standards or guarantees that apply to your services	All Hands Fire Equipment LLC operates to the strictest performance standards and is A+ rated by the Better Business Bureau. The primary standards and controls that are in place relative to performance are housed within NetSuite, where there are internal controls relative to each employee who is processing orders and responding to customer inquiries. Whereas there are not specific guarantees that are applicable for the services provided, All Hands Fire Equipment operates under a customer service first philosophy and stands behind the satisfaction of its customers. Additionally, from a product standpoint, All Hands Fire Equipment offers a price match guarantee for all of its customers as follows: <a href="https://www.allhandsfire.com/price-match-policy">https://www.allhandsfire.com/price-match-policy</a>
55	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	All Hands Fire Equipment LLC incorporates segregation of duties via its NetSuite sales and accounting system, in order to ensure that there is a thorough review process in place for each and every order. Aside from the customer receiving regular communications regarding the status of an order, there are also internal reviews that take place in which the document is reviewed by at least 4 separate internal parties - including sales associate, customer service clerk, vendor, and manager. Various fail safes are systematically in place throughout this process to ultimately ensure a smooth customer experience.

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

Line Item	Question	Response *
56	Describe your payment terms and accepted payment methods.	<p>Depending on terms with our customers, we may offer due upon receipt or up to 45 net days. Our terms depend on the end user. Municipalities, government, etc. will typically have net 30 terms. Most other customers, including resellers, are normally due upon receipt.</p> <p>Customers with terms will receive an invoice upon complete shipment of their products or completion of their services. Invoice may be received by email, fax, physical mail, or through a customer's vendor portal if necessary. Accounts payable will begin to do follow ups for payment status as the due date approaches.</p> <p>With customers that are due upon receipt, we require credit card authorization in order to secure the order. The purchaser's card will not be charged until the order or services are complete. At that point if the customer requests a receipt, it can be emailed, faxed, or mailed.</p> <p>All Hands Fire Equipment LLC accepts all major credit cards including American Express, Discover, Mastercard, &amp; Visa payments as well as PayPal. There are no fees pertaining to the customer to use these forms of payment. We also accept ACH or bank wire transfer if the customer prefers or All Hands deems it necessary to secure payment (case by case basis).</p>
57	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Financing Options:</p> <p>Program Details</p> <ul style="list-style-type: none"> <li>• Competitive lease rates with LCA Bank Corporation</li> <li>• FREE proposal generator – create a professional lease quote just by entering an equipment cost</li> <li>• NEW myLEASE® custom quoting tool available</li> <li>• Prefunding up to 100% available</li> <li>• Syndication desk for marginal and start-up credits</li> <li>• Credit turnaround time of 2 to 4 hours and up to \$150,000 application only</li> <li>• LCA will prepare all lease documents</li> <li>• Start-up funding up to \$25,000</li> <li>• eSignature lease documents</li> <li>• Standard and specialized lease programs including LCA's 12-Month 0% Interest or Zero Down, 90 Days Deferred</li> <li>• Knowledgeable – over 29 years of financing experience</li> <li>• Prompt service – dedicated LCA Account Executive and same day funding available</li> <li>• LCA is a direct funder</li> <li>• Minimum finance amount is \$2,000</li> </ul> <p>what IT IS myLEASE® is a customized, online financing tool that can be accessed from your website, providing customers a leasing option – 24/7.</p> <p>what IT DOES</p> <ul style="list-style-type: none"> <li>• Real-time estimates</li> <li>• Request a formal quote</li> <li>• Apply online in minutes</li> </ul> <p>benefits TO YOU</p> <ul style="list-style-type: none"> <li>• Generate quotes in the field on any device</li> <li>• Online credit submission and decisions within minutes</li> </ul>
58	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>All standard transaction documents for All Hands Fire Equipment orders are generated through, and maintained in, its accounting software NetSuite. NetSuite standard transaction documents primarily consist of Sales Order, Purchase Order, Invoice, and Item Fulfillment, as applicable. Please find the attached examples of each document.</p> <p>Please also find the following link to All Hands Fire Equipment's Terms and Conditions: <a href="https://www.allhandsfire.com/terms-and-conditions?page=1">https://www.allhandsfire.com/terms-and-conditions?page=1</a></p>
59	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?	<p>Yes, All Hands Fire Equipment LLC accepts the P-card procurement and payment process. There is no additional cost to Sourcwell participating entities for using this process.</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 *	
60	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 model consists of standard list pricing from each manufacturer / vendor for all of the part numbers / SKUs that they offer, less a percentage discount to be applied for Sourcewell. Please find the attached zip file, which includes standard list price sheets from each of the manufacturers / vendors, as well as an "Pricing and Discount Summary" Excel file which summarizes both the standard Sourcewell discount percentages as well as the volume discount percentages, and volume discounting criteria.	*
61	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 proposal represents a percentage discount from MSRP or list, based on the attached Excel Pricing Summary by manufacturer / vendor. Standard percentage discounts range from 5% to 25%.	*
62	Describe any quantity or volume discounts or rebate programs that you offer.	Please see attached pricing summary for an outline of each volume discount by manufacturer / vendor. Volume percentage discounts range from 10% to 30%.	*
63	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 "open market" items or "nonstandard options", All Hands Fire Equipment LLC will supply a quote for each such request.	*
64	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 - All elements of the total cost of acquisition, not directly identified as freight or shipping charges, have already been included in the pricing submitted with the response.	*
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Delivery and shipping charges within the continental United States are included in the quoted price, except for oversized or overweight items that require a freight carrier. Additional freight charges to be based on quote from freight carrier.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping and delivery terms for Alaska, Hawaii, Canada, or any offshore delivery are shipped via US Postal Service or UPS Second Day Air. Additional charges may apply, depending on location as well as the specifics of the item(s) being ordered (i.e. whether they qualify for oversize / overweight freight shipment) and are assessed on a case by case basis.	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A - There are no unique distribution and/or delivery methods offered in the proposal. All Hands Fire Equipment LLC will utilize the distribution methods necessary to delivery the products / services based on customer requirements.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
68	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 *
69	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.	All Hands Fire Equipment's account software, NetSuite, has built in capabilities with regards to self-audit processes. For example, for All Hands Fire Equipment's current GSA contract, it is a requirement that government pricing is verified in comparison to commercial pricing in order to ensure that GSA is always receiving the lowest price. NetSuite has the capability to examine each Sales Order, analyze the items included in the Sales Order, and assess whether or not they are being offered at a lower price than the GSA contract price. Similarly, if awarded this Sourcewell contract, system checks and verifications would be added to All Hands Fire Equipment's NetSuite software in order to ensure that the Sales Order price for Sourcewell items matches the Sourcewell approved pricing structure. Additionally, all Sourcewell Sales Orders would be specifically identified via header fields, which allow for quarterly sales reporting and assessment of the proper administrative fee. For your reference, please find the attached example of a quarterly report that is currently provided to GSA in order to verify and calculate the administrative fee for that respective contract (their current Industrial Funding Fee rate is 0.75%). The report for Sourcewell would model this process, but would be calculated at a rate of 2% of total sales under the contract.
70	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.	All Hands Fire Equipment's accounting software, NetSuite, has the capability to track sales by contract number and also by item. All Hands Fire Equipment has decades of experience with data analysis and currently provide quarterly detailed reports for GSA, as one example, and also for state and local contracts as required. If awarded this Sourcewell contract, All Hands Fire Equipment would set up the contract in NetSuite, similarly to other contracts that they currently operate, in order to specifically track sales and profitability relative to the contract and approved items on the contract, in order to measure its success.
71	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.)	2% of All Hands Fire Equipment's sales under this contract

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

Line Item	Question	Response *
72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	All Hands Fire Equipment LLC is offering a wide array of firefighting PPE and related equipment across 27 different manufacturers as outlined in the pricing summary. All Hands Fire Equipment is well equipped to outfit any organization with end to end PPE as well as full training services for how to utilize the equipment. Additional details regarding the specific part numbers offered can be found in the attached manufacturers' price lists.
73	Describe available options for customization of the products and/or equipment offered in your proposal.	The available options for customization are outlined at the following link on All Hands Fire Equipment's website: <a href="https://www.allhandsfire.com/Categories/Design-Your-Own">https://www.allhandsfire.com/Categories/Design-Your-Own</a> . Additionally, All Hands Fire Equipment LLC is very flexible with customer requests and has the ability to offer additional customizations upon request.
74	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	All Hands Fire Equipment LLC has extensive experience providing sizing, fitting and alterations for customers and governmental agencies across the country, fully outfitting them with turnout gear, PPE, as well as other size-dependent products. All Hands' Customer Service team works hand in hand with the customer to review size charts and discuss sizing needs for the team in order to help ensure the most accurate upfront assessment possible. Additionally, in cases where adjustments are needed, All Hands' Customer Service will work with the customer to ensure either a proper exchange takes place or necessary alterations are scheduled.
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	PPE has expanded from just turnout gear to incorporating various operations that firefighters will partake in, including but not limited to - SAR, water rescue, hazmat, extrication, active shooter, etc. These are 5+ PPE ensemble categories that All Hands Fire Equipment views as substantial subcategories for the PPE solutions being offered. Additionally, a separate category which directly ties into the PPE items offered, primarily via the service and training component of the solution, are firefighting escape systems - which work hand in hand with the turnout gear proposed and would be a subcategory of turnout gear.



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	
76	Protective Clothing	<input checked="" type="radio"/> Yes <input type="radio"/> No	NRS, Force 6, First Watch, PIP, Rothco, True North, Petra Roc, Gerber Outerwear	*
77	Helmets and related accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	Cairns / Mine Safety Company, Team Wendy, Majestic, Life Liners / Stanfield's Ltd., Quest Fire Apparel	*
78	Other related equipment and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	Vanguard, United Shield, Dragon Fire Gloves, 221B Tactical, Condor Outdoor, Haix, Holik Fire & Rescue, Sterling Rope, Gemtor	*
79	Firefighting apparel and station-wear	<input checked="" type="radio"/> Yes <input type="radio"/> No	Veridian, 511 Tactical, Propper, Pinnacle / Topps, VF Workwear	*
80	Extractors, laundry machines, mechanical dryers, drying and storing racks	<input checked="" type="radio"/> Yes <input type="radio"/> No	Groves	*
81	Cleaning and decontamination service and maintenance	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A - not offered	
82	Firefighting PPE cleaning supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Chief's Choice	
83	Cleaning equipment for other firefighting equipment and tools	<input checked="" type="radio"/> Yes <input type="radio"/> No	Chief's Choice	
84	Services Related to the equipment described above	<input checked="" type="radio"/> Yes <input type="radio"/> No	All Hands Fire Equipment Training Division courses spanning across the following categories: - Firefighting Escape Systems - Fire Ground Classes - Fire Officer Classes - Water Rescue - Emergency Vehicle Classes - EMS Medical Programs - Technical Rescue - OSHA Training - Special Programs such as lithium ion battery / EV training, autism awareness for first responders, etc.	

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

**Line Item 85. 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](#) - Pricing.zip - Wednesday January 03, 2024 19:23:40
- [Financial Strength and Stability](#) - All Hands Fire Equipment LLC\_Financial Statements.xlsx - Tuesday December 19, 2023 18:36:09
- [Marketing Plan/Samples](#) - Marketing Materials.zip - Tuesday January 02, 2024 17:44:30
- [WMBE/MBE/SBE or Related Certificates](#) - Small Business Enterprise Certification\_SAM.gov.pdf - Tuesday December 19, 2023 23:41:06
- [Warranty Information](#) - Warranty Examples.zip - Tuesday January 02, 2024 19:05:41
- [Standard Transaction Document Samples](#) - Standard Transaction Document Examples.zip - Tuesday January 02, 2024 22:53:42
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Example of NetSuite Contract Summary Report for Quarterly Administrative Fee Calculation.xlsx - Tuesday January 02, 2024 16:57:07

## 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. - Heather Pizzillo, Consultant / Authorized Negotiator, All Hands Fire Equipment 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
Addendum_5_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Fri December 15 2023 12:51 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu December 14 2023 01:51 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Mon December 4 2023 04:00 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu November 30 2023 10:28 AM	<input checked="" type="checkbox"/>	2
Addendum_1_Firefighting_PPE_and_Related_Equipment_Cleaning_RFP_010424 Thu November 9 2023 04:34 PM	<input checked="" type="checkbox"/>	1

**All Hands Fire Equipment LLC #010424-ALH**

Pricing for contract #010424-ALH offers Sourcewell participating agencies the following discounts:

- 5%-25% discount off the list price for Sourcewell members
- 10% - 30% volume discounts off the list price for Sourcewell members

**Solicitation Number: RFP #010424****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 Firefighting Personal Protective Equipment with Related Equipment Cleaning 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 27, 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 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 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 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 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.

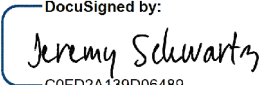
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

## 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: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 3/26/2024 | 12:44 PM CDT

DocuSigned by:  
  
By: 78C210D897D2486...  
Teddy Castellanos  
Title: Supply Chain & Operation Manager  
Date: 3/26/2024 | 9:24 AM PDT

# RFP 010424 - Firefighting PPE and Related Equipment Cleaning

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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: Thursday December 07, 2023 10:35:48

Submitted On: Tuesday December 19, 2023 11:13:41

Submitted By: Teddy Castellanos

Email: tc@danenterprisesteam.com

Transaction #: 5bc2e2e1-0548-4198-9e38-cd4207ac7dbb

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):	Teddy Castellanos 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 *
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 the presentation of 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.</p> <p>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.	*
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 clients 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	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?	Our company is an authorized distributor of important brands in the Fire and Rescue sector (attached letters). As all our products and services comply with all the regulations required in this sector such as OSHA and NFPA.	*
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.	Our company count with several SBA certifications. (certifications attached)	*
18	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	As all our products and services comply with all the regulations required in this sector such as OSHA and NFPA.	
19	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Our company has never been suspended or debarred.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
20	Describe any relevant industry awards or recognition that your company has received in the past five years	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 clients.	*
21	What percentage of your sales are to the governmental sector in the past three years	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.	*
22	What percentage of your sales are to the education sector in the past three years	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.	*
23	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?	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	*
24	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?	Our team is working on submit to GSA a new offer to get a contract.	*

Table 4: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell 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 26.** 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 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 *	
27	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 clients.	*
28	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 and support for our customers. The relationship with the sales managers of each brand is so close that they accompany us to visit our clients if necessary.	*
29	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)	*
30	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 tenders, 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.	*
31	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 Review lead time of VPO _____ Review tracking # _____ Other _____</li> <li>- Quantities requested Review packing list _____ Review VPO _____ 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>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell 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.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell 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.	*
34	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.	*
35	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 not limited, we can offer our services to whoever requires it.	*
36	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 *
37	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
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Marketing Presentation attached
39	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 they can have an order and be receiving their products. 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.
40	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 client list to this platform.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
41	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.	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.
42	Describe any technological advances, unique design, and/or feature attributes 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=cWJjg1ssFw">https://www.youtube.com/watch?v=cWJjg1ssFw</a>
43	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>
44	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.
45	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.
46	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?	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 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.

**Table 9A: 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 *	
47	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)	*
48	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.	*
49	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.	*
50	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.	*
51	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.	*
52	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.	*
53	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 9B: Performance Standards or Guarantees**

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

Line Item	Question	Response *	
54	Describe any performance standards or guarantees that apply to your services	Our company complies with the warranty conditions offered by each of our manufacturers.	*
55	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	KPI Sales by each Sales Reps.	*

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

Line Item	Question	Response *	
56	Describe your payment terms and accepted payment methods.	Wire transfers, Credit Card, Government Credit Cards, Zelle, etc.	*
57	Describe any leasing or financing options available for use by educational or governmental entities.	Net 30 or Net 45 available to the government customers.	*
58	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.	*
59	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 Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
60	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.	Our price list includes the following equipment: Boots, Helmets, Suits, gloves and goggles for firefighters. The brands included in the proposal are: BLACK DIAMOND (Boots), VIKING LIFE-SAVING EQUIPMENT (Suits), BULLARD (Helmets), DRAGON FIRE and HEXARMOR (Gloves and Eye protections), H6 HOMELAND-SIX (Radio Strap/Holders)
61	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 20% off MSRP for each item.
62	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.
63	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.
64	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.
65	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Our prices already include shipping cost in US or Canada.
66	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
67	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
68	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 *
69	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 client.
70	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)
71	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.)	2% of fee max we are able to pay.

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

Line Item	Question	Response *
72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>We are able to supplies the following items:</p> <ul style="list-style-type: none"> <li>- FIREFIGHTING ESTRUCTURAL BOOTS (Black Diamond) <a href="https://www.youtube.com/watch?v=Wiv2-m4d-bl">https://www.youtube.com/watch?v=Wiv2-m4d-bl</a></li> <li>- FIREFIGHTING TOURNOUT GEAR &amp; HOOD (Viking Life-Saving Equipment) <a href="https://www.youtube.com/watch?v=wfkNah9KUMc">https://www.youtube.com/watch?v=wfkNah9KUMc</a></li> <li>- FIREFIGHTING HELMETS (Bullard) <a href="https://www.youtube.com/watch?v=VYY-N6g0hbc">https://www.youtube.com/watch?v=VYY-N6g0hbc</a></li> <li>FIREFIGHTING GLOVES (Dragon Fire) (HexArmor) <a href="https://www.youtube.com/watch?v=gNdv2LkOxS4">https://www.youtube.com/watch?v=gNdv2LkOxS4</a> <a href="https://cdn.hexarmor.com/pdf/450711e6-1536-4b06-8dd6-f126448f6f68.pdf">https://cdn.hexarmor.com/pdf/450711e6-1536-4b06-8dd6-f126448f6f68.pdf</a> <a href="https://cdn.hexarmor.com/pdf/3c32515b-aa8e-4894-b848-ed3d7fa34c42.pdf">https://cdn.hexarmor.com/pdf/3c32515b-aa8e-4894-b848-ed3d7fa34c42.pdf</a></li> <li>- EYE PROTECTION (HexArmor) <a href="https://www.hexarmor.com/videos/wearability-a-hexarmor-safety-eyewear-exclusive">https://www.hexarmor.com/videos/wearability-a-hexarmor-safety-eyewear-exclusive</a></li> <li>- RADIO STRAP / HOLDER (H6 HomeLand) <a href="https://www.youtube.com/watch?v=averiQ85tqg">https://www.youtube.com/watch?v=averiQ85tqg</a></li> </ul>
73	Describe available options for customization of the products and/or equipment offered in your proposal.	According to NFPA 1971 Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting our company is available. NFPA 1971 protects fire fighting personnel by establishing minimum levels of protection from thermal, physical, environmental, and bloodborne pathogen hazards encountered during structural and proximity fire fighting operations.
74	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	To customize the FIREFIGHTING TOURNOUT GEAR & HOOD requested by each Fire Department and agency, we must schedule a technical meeting with the end user to discuss the specific characteristics requested according to the protocol and needs of the Fire Department. Our company following NFPA 1970 for evaluating the whole ensemble for thermal protection, heat stress impact, and protection from particulates and gases.
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>TRAINING &amp; EDUCATION</p> <ul style="list-style-type: none"> <li>— Educational &amp; Academy Materials</li> <li>— Training Course</li> <li>— Training Ladders</li> <li>— Training Manikin</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	
76	Protective Clothing	<input checked="" type="radio"/> Yes <input type="radio"/> No	Brands: - VIKING Life-Saving	*
77	Helmets and related accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	Brands: - Bullard Helmets	*
78	Other related equipment and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	We can offer and respond to any need related to Fire, Rescue and EMS products.	*
79	Firefighting apparel and station-wear	<input checked="" type="radio"/> Yes <input type="radio"/> No	Brands: - VIKING Life-Saving	*
80	Extractors, laundry machines, mechanical dryers, drying and storing racks	<input type="radio"/> Yes <input checked="" type="radio"/> No	No services or cleaning machines	*
81	Cleaning and decontamination service and maintenance	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do not offer this services.	
82	Firefighting PPE cleaning supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Clean products according NFPA	
83	Cleaning equipment for other firefighting equipment and tools	<input checked="" type="radio"/> Yes <input type="radio"/> No	Clean products according NFPA	
84	Services Related to the equipment described above	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do not offer this services to clean gears but with offer any other services realeted to training, and supplies equipment.	

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

**Line Item 85. 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 PPE - Price List.xlsx - Monday December 18, 2023 16:53:55
- [Financial Strength and Stability](#) - DAN PL & BS 2022 2023 sba.pdf - Thursday December 14, 2023 10:32:59
- [Marketing Plan/Samples](#) - Dan Presentation Marketing 2023.pptx - Thursday December 14, 2023 10:35:16
- [WMBE/MBE/SBE or Related Certificates](#) - Certifications & Letter Performance DAN.pdf - Tuesday December 19, 2023 08:19:16
- [Warranty Information](#) - Dan Enterprise Authorized Dealer Letter 2023.pdf - Tuesday December 19, 2023 08:20:04
- [Standard Transaction Document Samples](#) - ISO-FP Final.pdf - Friday December 15, 2023 11:43:52
- Requested Exceptions (optional)
- [Upload Additional Document](#) - DET Presentation 2023.pdf - Friday December 15, 2023 11:53:18



## 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 and Operation Manager, 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
Addendum_5_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Fri December 15 2023 12:51 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu December 14 2023 01:51 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Mon December 4 2023 04:00 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu November 30 2023 10:28 AM	<input checked="" type="checkbox"/>	2
Addendum_1_Firefighting_PPE_and_Related_Equipment_Cleaning_RFP_010424 Thu November 9 2023 04:34 PM	<input checked="" type="checkbox"/>	1



**Solicitation Number: RFP #010424****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Fire-Dex, LLC, 780 S. Progress Dr., Medina, OH 44256 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Firefighting Personal Protective Equipment with Related Equipment Cleaning 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 27, 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 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 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 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 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.

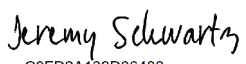
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

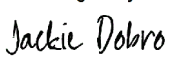
## 22. CANCELLATION

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

Fire-Dex, LLC

DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 3/26/2024 | 1:49 PM CDT

DocuSigned by:  
  
By: B1FCFEBEA26C4C4...  
Jackie Dobro  
Title: Director of Sales Operations  
Date: 3/26/2024 | 10:22 AM CDT

# RFP 010424 - Firefighting PPE and Related Equipment Cleaning

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## Vendor Details

Company Name: Fire-Dex LLC  
780 South Progress Dr.  
Address: Medina, OH 44256  
Contact: Jackie Dobro  
Email: jackiedobro@firedex.com  
Phone: 330-723-0000 375  
Fax: 330-723-0035  
HST#: 20-8033614

## Submission Details

Created On: Wednesday November 15, 2023 10:20:50  
Submitted On: Thursday January 04, 2024 09:30:00  
Submitted By: Jackie Dobro  
Email: jackiedobro@firedex.com  
Transaction #: 66a87f47-371d-449d-a964-47783ef20102  
Submitter's IP Address: 107.214.51.128

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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")	Fire-Dex, 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.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 0MFJ4 Unique Entity ID: N9SZSA1N6BR6	*
5	Proposer Physical Address:	780 S. Progress Dr. Medina, Ohio 44256	*
6	Proposer website address (or addresses):	www.firedex.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):	Jackie Dobro Director of Sales Operations 780 South Progress Drive Medina, OH 44256 Jackiedobro@firedex.com Office: (330) 427-8453 Cell: (216) 235-2250	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jackie Dobro Director of Sales Operations 780 South Progress Drive Medina, OH 44256 Jackiedobro@firedex.com Office: (330) 427-8453 Cell: (216) 235-2250	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Kelsey McKinley Contract Administrator 780 South Progress Drive Medina, OH 44256 kelseymckinley@firedex.com Office: (330) 427-8440 Cell: (614) 747-2078	

**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>Fire-Dex is a family-owned and operated company that prides itself on being the fastest-growing manufacturer of head-to-toe PPE for first responders and the world's largest Independent Service Provider (ISP) of PPE care and maintenance under its subsidiary, Gear Wash. Headquartered in Medina, Ohio, with three additional manufacturing locations in Georgia, North Carolina, and Mexico, we are a global company that prides itself on being a family-owned and operated business with a mission "to serve those who serve". For 40 years, our dedicated team of associates has helped pave the path of innovation for new products and services that focus on the health and safety of first responders by offering turnout gear, alternative PPE, boots, hoods, gloves, helmets, and PPE rentals.</p> <p>Fire-Dex is a privately held company acquired in 1983 and that has since expanded, acquiring Chieftain Safety Manufacturing in 2008, TECGEN in 2015, and Gear Wash in 2019. With a strong emphasis on health and safety, Fire-Dex has paved the path of innovation for the manufacturing of firefighting gear while focusing on the continuous improvement of our products and processes. Fire-Dex has an on-site laboratory and uses the efficient Toyota Sewing System, using the youngest fleet of state of the art sewing machines and fabric cutting machines in the industry. Our vision is to become the world leader in personal protective equipment and are values are FIRE: F - Fun, I - Integrity, R - Respect, E - Excellence.</p>
11	What are your company's expectations in the event of an award?	In the event of an award, Fire-Dex would expect to market & use this contract selling to departments throughout the entire United States & Canada.
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.	Fire-Dex LLC is a privately held company. As such these financial statements are extremely confidential and are meant to be used specifically for this bid process only. We have included the most recent consolidated financial statements in our response.
13	What is your US market share for the solutions that you are proposing?	Fire-Dex has an approximate US market share of 15% for the products we are proposing.
14	What is your Canadian market share for the solutions that you are proposing?	Fire-Dex has an approximate Canadian market share of 3% for the products we are proposing.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Fire-Dex has never petitioned for bankruptcy protection.
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?	Fire-Dex is a manufacturer that has a dedicated sales team of 18 persons throughout the US. We also have a sales operations team who provides service for contracts and a dedicated customer service team of 9 who service our dealer accounts. We utilize a dealer network throughout the US and Canada who have sales representatives that are employed by each individual dealer.
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.	Fire-Dex is ISO 9001: 2015 certified. Our products are also independently certified at UL or SEI and include NFPA 1971 certified turnout gear, boots, gloves, standard knit hoods, particulate barrier hoods, and helmets; NFPA 1999 certified EMS coat & pants, NFPA 1951 & 1999 certified USAR coats & pants, NFPA 1951 & 1977 certified TECGEN51 fatigues, NFPA 1977 certified Wildland coats, pants & coveralls, and NFPA 1951 certified gloves.
18	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	Fire-Dex products are tested at UL and SEI and are NFPA compliant. Our boots are NFPA 1971 & 1992 compliant, our hoods, gloves, helmets, & turnout coats & pants are NFPA 1971 compliant, our EMS coats & pants are NFPA 1999 compliant, our USAR coat & pants are NFPA 1999 & 1951 compliant, our TEGEN51 fatigues are NFPA 1977 & 1951 compliant, our Wildland coats, pants & coveralls are NFPA 1977 compliant, and we also offer a NFPA 1951 certified glove.
19	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	We do not and have not had any "suspension or debarment" information for our organization, this is not applicable to our company



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

Line Item	Question	Response *	
20	Describe any relevant industry awards or recognition that your company has received in the past five years	Fire-Dex has received multiple awards throughout the past five years including: SR 2019 most valuable brands award, Smart Culture Award, NorthCoast 99, Weatherhead 100, Growth and Family Business & Longevity Award, Cascade Capital Business Award, Huntington Legacy Award, Inc. 5000 list, Northeast Ohio Smart 50 Award. Many of these awards have been won in multiple years.	*
21	What percentage of your sales are to the governmental sector in the past three years	An estimated 5% of our sales have been to the government sector in the past 3 years.	*
22	What percentage of your sales are to the education sector in the past three years	We estimate that less than 1% of our sales have been to the education sector in the past 3 years.	*
23	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?	Fire-Dex currently holds the following contracts with the estimated average annual sales for the past 3 years: New York Contract: \$502,595 New Jersey Contract: \$2,537,434 Mississippi Contract: \$362,424 Houston-Galveston Area Council Contract: Unknown, use of dealers with their own executed contracts processing orders Buyboard: Unknown, use of dealers with their own executed contracts processing orders Sourcewell: \$211,019	*
24	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?	Fire-Dex does not hold any GSA contracts.	*

**Table 4: References/Testimonials**

**Line Item 25.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Salem Fire Department	Chief John Prillaman	540-389-7128	*
Tipton County Fire Department	Chief Jonathan Piercey	901-476-0217	*
Gallatin Fire Department	Assistant Chief Scott Woodward	615-452-2543	*

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

**Line Item 26.** 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 *	
US Navy SW	Government	California - CA	Outfitting members for search and rescue teams with boots and alternative PPE	Multiple transactions of boots and alternative PPE	\$137,000	*
MS Military Department	Government	Mississippi - MS	Outfitting members with turnout gear, boots, gloves, hoods, and alternative PPE	Multiple transactions of various products	\$74,000	*
Red Rocks Community College	Education	Colorado - CO	Turnout gear for fire academy	80 sets of turnout gear	\$82,000	*
New Jersey EMS Task Force	Government	New Jersey - NJ	Outfitting search and rescue team members	104 USAR coats	\$82,000	*
Division of Homeland Security and Emergency Services-New York	Government	New York - NY	Outfitting members with turnout gear, boots, gloves, hoods, and alternative PPE	Multiple transactions of various products	\$91,000	*

**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 *
27	Sales force.	Fire-Dex has a Vice President of Sales, a Senior Regional Zone Director, 2 Regional Zone Directors, 8 Regional Sales Managers, a Metro account representative, and a Director of International Sales. We also have a Sales Operations team of 4 members who support the outside sales team. All of these employees are direct and full-time, located throughout the United States.
28	Dealer network or other distribution methods.	Fire-Dex utilizes a distributor network that is spread throughout the US & Canada who are employed by each distributor individually. We have authorized distributors in each state and throughout Canada.
29	Service force.	Fire-Dex has a team of 9 customer service members who service our distributor accounts and process orders.
30	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 received through email or our FireWriter ordering system and processed by the customer service team. Acknowledgements are sent to the distributor as a confirmation of the order with estimated ship dates and orders are invoiced once they have been shipped. All orders will be handled by authorized Fire-Dex distributors.
31	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 manager has a team of 8 customer service representatives who have dedicated dealer accounts and areas that they service. All orders are processed in a timely manner. When an inquiry is sent to our customer service representatives, through phone or email, they are responded to within 24 hours. Customer service representatives are cross-trained across accounts to be able to provide service at all times to each account.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Fire-Dex has authorized distributors throughout the United States and Canada and 16 sales representatives that service this area, including one specifically for metro accounts. Our customer service team has a dedicated representatives for each area within the United States and Canada to assist with orders and inquiries. We offer a variety of products that will be offered to any participating entity.
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Fire-Dex has several dealers throughout Canada and a Director of International Sales who is the primary Fire-Dex contact for Canada. Our customer service team has a dedicated representative to process Canadian orders. We offer a variety of products that will be offered to any participating entity.
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Fire-Dex will service the entire United States & Canada.
35	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?	Fire-Dex plans to service all Sourcewell Member sectors through the proposed contract.
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no contract requirements or restrictions that apply to members in Hawaii, Alaska, or US Territories.

**Table 7: Marketing Plan**

Line Item	Question	Response *
37	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.	We plan to continue educating our dealer network as well as the fire departments we work with and talk to through various marketing mediums about the benefits of ordering using this contract. This will include continuing to include information about utilizing this contract as a resource to our website ( <a href="https://www.firedex.com/fire-department-procurement-contracts/">https://www.firedex.com/fire-department-procurement-contracts/</a> ), optimizing SEO and implementing an ongoing social media and email strategy to effectively reach our target audience. We provide training to new Fire-Dex employees and authorized distributors on the use of this contract and provide them with reference materials that can be shared with interested departments who wish to make a purchase. Attached is an example.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Fire-Dex has a section dedicated to our current Sourcewell contract on our website ( <a href="https://www.firedex.com/fire-department-procurement-contracts/">https://www.firedex.com/fire-department-procurement-contracts/</a> ) and intends to keep this resource up to date. We will continue to implement social media to enhance marketing effectiveness of this contract, including Facebook and Instagram.
39	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 believe Sourcewell should continue to promote this contract on their website, giving easy access to members searching for the items included in the solicitation. Sourcewell should also continue to promote webinars for vendors & members that review the benefits of using a contract such as this in order to easily and effectively purchase the items their departments need. Fire-Dex plans continue to have the Sourcewell contract included in our sales process by continuing on-going training to our sales team & dealer network on the availability of the contract & including the "how to purchase" guide for using this contract (attached) as well as keeping the details of the contract available on our website.
40	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.	Fire-Dex offers several items through e-procurement ( <a href="https://www.firedex.com/shop/">https://www.firedex.com/shop/</a> ). We also have several distributors who offer e-procurement ordering.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
41	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.	Fire-Dex has various resources for training available on our website and at our headquarters in Medina, Ohio. Our sales team and dealer network are available for training by appointments. These are optional training sessions and the cost of travel to Ohio would be incurred by the attendees, Fire-Dex would provide lodging and meals. We also host various training webinars a routinely send newsletters and other communications for continued education around our products.
42	Describe any technological advances, unique design, and/or feature attributes that your proposed products or services offer.	Fire-Dex offers an exclusive outer shell material, TECGEN71, that is the only outer shell on the market that can be paired with the lightest thermal liners and moisture barriers to create the most lightweight system available. We have also introduced a new product. AeroFlex™ is the first and only turnout suit to utilize AeroVent™ Technology, a ventilation design that maximizes airflow efficiency. By ingeniously incorporating four strategically placed vents, air flows from the wearer's core through the thermal liner and moisture barrier where heat increases the most: under the armpits and along the inner thighs. Active movement promotes airflow by decreasing the amount of sweat buildup, keeping your body cool and dry. By combining a breathable, 3-layer composite system, the VaporLite™ Panels offer the best RET and THL performance in the industry by moving heat via the evaporation of sweat-carrying moisture vapor from your skin to the outer environment. Ultimately, AeroFlex™ provides enhanced breathability that enables you to regulate your core body temperature, reducing the risk of heat stress and other cardiac-related issues.
43	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.	Fire-Dex continues to recycle and has a commercial grade water bottle refilling station at our headquarters located in Medina, Ohio.
44	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.	Fire-Dex does not have any of these ratings or certifications related to energy efficiency or conservation.
45	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.	Fire-Dex does not have any WMBE or SBE certifications.
46	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?	Fire-Dex is solely focused on the fire service and is the only personal protective clothing manufacturer to produce head to toe protection. The TECGEN71 outer shell material is owned exclusively by Fire-Dex and is lighter, thinner, and more flexible in order to combat with heat stress which is the leading cause of line of duty deaths in the industry. AeroFlex™ is the first and only turnout suit to utilize AeroVent™ Technology, a ventilation design that maximizes airflow efficiency, also designed to combat heat stress.

**Table 9A: 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 *	
47	Do your warranties cover all products, parts, and labor?	All of our products are covered by our general warranty. If an item is covered under warranty that will include parts and labor.	*
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our warranty is valid when products are used as directed.	*
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Our general warranty would cover shipping costs to return items for any repair work covered under the warranty.	*
50	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?	Fire-Dex works with several independent service providers throughout the US and Canada that we authorize to perform repair work under warranty. Fire-Dex's subsidiary, Fire-Dex GW, LLC dba Gear Wash, is the largest Fully Verified Independent Service Provider (ISP) of PPE care and maintenance in the world and used for performing work under warranty at one of our 10 locations throughout the United States. Warranty requests should be submitted through the customer service representative for the coverage area who will direct you to the nearest warranty repair facility to send the items.	*
51	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?	Fire-Dex will only warranty items manufactured by Fire-Dex and is not offering items made by other manufacturers.	*
52	What are your proposed exchange and return programs and policies?	Fire-Dex does not accept returns or exchanges on custom items unless they are deemed defective. Any stock items can be exchanged or returned with a restocking fee applied.	*
53	Describe any service contract options for the items included in your proposal.	Fire-Dex does not offer any service contract options in the proposal.	*

**Table 9B: Performance Standards or Guarantees**

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

Line Item	Question	Response *
54	Describe any performance standards or guarantees that apply to your services	Fire-Dex prides itself on our performance standards and quality of workmanship. During our manufacturing of products gear goes through 17 inspection points throughout the process. Each team and section has an inspection station with electronic access to specifications and WI's. Fire-Dex has a data collection system to monitor in process quality and productivity and provide quality incentives to insure "Right the First Time" for all sewers. Fire-Dex guarantees high quality workmanship and through continually inspecting not only our products but processes to ensure we best meet our mission of "serving those who serve".
55	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>Fire-Dex is ISO 9001:2015 compliant with an operating culture based upon continuous improvement and process excellence. Fire-Dex has strict process and product controls to ensure the accuracy of all finished products. The Company ensures all methods and procedures used in design and manufacturing are repeatable and robust to meet the high demands of the first responders they supply.</p> <p>Quality Equipment and Facilities Fire-Dex has invested in its facilities and standard processes to ensure the reliability and functionality of its equipment meet the demands of custom production. The equipment consists of state-of-the-art CAD/CAM cutting software and equipment to safeguard the accuracy of custom order production. It is important to note that the company maintains strict controls between design software and manufacturing software. This eliminates the possibility of changing patterns in the manufacturing arena and further heightens our commitment to pinpoint order accuracy. Fire-Dex uses "error proofing" techniques embedded in the pattern design to attain order accuracy throughout sewing operations. The Fire-Dex facility is divided into work cells to promote continuous inspection and efficient flow of material to heighten order quality. Fire-Dex abides by a philosophy that quality is built into a product, yet there are minimum of 17 inspection stations throughout the process to protect order accuracy. Fire-Dex has a sophisticated testing lab within the Medina, Ohio headquarters. The lab is supplied with numerous testing devices that are outlined in test requirements for NFPA standards. The lab is used for routine inspection of raw materials, finished goods, and is used in combination with third party testing labs to facilitate annual re-certification and development of new products.</p> <p>Systems Fire-Dex has a state-of-the-art document management system, with tight editorial controls, that are available to all associates. Forms, documents, procedures, and detailed work instructions are available to every employee with "point and click" access at terminals strategically located throughout the facility. As such, Fire-Dex has rigorous process and product change control procedures to eliminate variation and instill repeatability of the products we manufacture. Fire-Dex also has sophisticated data collection systems to monitor product quality for continuous improvement to the products and effectiveness of the quality management system. All quality metrics are visible to all associates to engage them in the ongoing maintenance and enhancement of the system. Quality records are maintained according to ISO standards and lot traceability is maintained electronically in accordance to NFPA standards.</p> <p>Fire-Dex has a full time Quality Compliance Coordinator, teams of internal auditors, Six Sigma Green Belts, and Six Sigma Black Belts on staff full time. Fire-Dex has a thorough new employee and ongoing employee training program. Fire-Dex continually invests in its staff by providing ongoing quality education programs both internally and with local University's in the area. Fire-Dex actively participates in NFPA standards development and has participated on the committees for greater than 15 years.</p> <p>Records Maintenance Fire-Dex maintains all records required by NFPA 1971 detailing construction of and testing the materials used in manufacturing garments.</p>

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

Line Item	Question	Response *
56	Describe your payment terms and accepted payment methods.	Fire-Dex payment terms are net 30. Accepted payment methods are check, wire transfer, or credit card.
57	Describe any leasing or financing options available for use by educational or governmental entities.	Fire-Dex distributors have various financing options available.
58	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.	Fire-Dex uses a custom website for quoting and ordering products. Order must be placed through this site which includes standard terms and conditions with each order placed. Examples attached.
59	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?	Fire-Dex does not accept the P-card procurement and payment 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 Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
60	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.	Fire-Dex has included our full price list for this contract proposal. Fire-Dex would like to offer a 45% discount from list for all items included in the price list provided.	*
61	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.	Fire-Dex would like to offer a 45% discount from list for all items included in the price list provided.	*
62	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity or volume discounts will be considered on a case by case basis.	*
63	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.	Fire-Dex does not offer "sourced" products or related services.	*
64	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.	There are no additional costs other than shipping or freight.	*
65	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Fire-Dex & our dealers will negotiate the best rates possible for freight and add them to the invoice.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Fire-Dex & our dealers will negotiate the best rates possible for freight and add them to the invoice.	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
68	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Fire-Dex has offered the same discount off of list pricing structure for all of our awarded contracts (HGAC, BuyBoard, New York State, New Jersey State, Mississippi State)

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
69	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.	Fire-Dex has a newly launched and updated web-based quoting system, Fire-Writer3, which will have the contract prices available. Customer service will review orders received to ensure the contract prices are accurate & to calculate the administrative fee to Sourcewell. These sales will be compiled for the required quarterly report to Sourcewell.
70	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.	Fire-Dex will review the quarterly report of sales using this contract to determine it's success. Fire-Dex will also compare these reports from the previous contract sales to work for year over year growth and customer retention.
71	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.)	Fire-Dex proposes to continue with a 1% administrative fee to be paid to Sourcewell for facilitating, managing, and promoting the contract.

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

Line Item	Question	Response *
72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Fire-Dex manufactures NFPA 1971 compliant custom turnout gear, helmets, gloves, hoods, as well as USAR apparel, EMS apparel, and ARFF apparel. NFPA 1971 compliant leather and rubber fire boots are also available. With a strong emphasis on health and safety, Fire-Dex has paved the path of innovation for the manufacturing of firefighting gear while focusing on the continuous improvement of our products and processes. Fire-Dex has an on-site laboratory and uses the efficient Toyota Sewing System, using the youngest fleet of state of the art sewing machines and fabric cutting machines in the industry.
73	Describe available options for customization of the products and/or equipment offered in your proposal.	Fire-Dex specializes in custom specified orders with over 90% of orders being fully custom. We have recently launched an updated system for ease of customization and visualizing the end product.
74	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	Fire-Dex recommends the use of sizing gear and we have trained dealers to accurately perform sizing for their orders and all of our products provided in this contract. Sizing is always provided through a trained and authorized Fire-Dex representative.
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Helmets, Footwear, EMS, Wildland, Turnouts, Gloves, Hoods



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	
76	Protective Clothing	<input checked="" type="radio"/> Yes <input type="radio"/> No	Fire-Dex offers protective clothing certified to NFPA 1971, 1951, 1999, 1977, available in coats, pants, and coveralls.	*
77	Helmets and related accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	Fire-Dex manufactures 2 different styles of helmets (modern & traditional) and offers and standard or deluxe version.	*
78	Other related equipment and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	Fire-Dex manufactures 2 different styles of leather boots, 1 rubber boot, 2 styles of gloves, and both standard and particulate blocking hoods.	*
79	Firefighting apparel and station-wear	<input checked="" type="radio"/> Yes <input type="radio"/> No	Fire-Dex manufactures several product lines of apparel, including wildland offerings.	*
80	Extractors, laundry machines, mechanical dryers, drying and storing racks	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
81	Cleaning and decontamination service and maintenance	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	
82	Firefighting PPE cleaning supplies	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	
83	Cleaning equipment for other firefighting equipment and tools	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	
84	Services Related to the equipment described above	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	

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

**Line Item 85. 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](#) - Sourcwell Price List 2024.pdf - Wednesday January 03, 2024 14:05:29
  - [Financial Strength and Stability](#) - Fire-Dex & Fire-Dex GW Financial Documents 2021-2022.pdf - Thursday December 28, 2023 08:11:44
  - [Marketing Plan/Samples](#) - Sourcwell- How to Purchase.pdf - Wednesday December 27, 2023 13:47:15
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Fire-Dex Warranty 11.23.21.pdf - Wednesday December 20, 2023 15:20:36
  - [Standard Transaction Document Samples](#) - Fire-Dex Quote Example with Terms & Conditions.pdf - Wednesday January 03, 2024 17:50:03
  - Requested Exceptions (optional)
  - [Upload Additional Document](#) - Master Catalog.pdf - Wednesday December 20, 2023 15:34:15

## 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. - Jackie Dobro, Director of Sales Operations, Fire-Dex, 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
Addendum_5_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Fri December 15 2023 12:51 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu December 14 2023 01:51 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Mon December 4 2023 04:00 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu November 30 2023 10:28 AM	<input checked="" type="checkbox"/>	2
Addendum_1_Firefighting_PPE_and_Related_Equipment_Cleaning_RFP_010424 Thu November 9 2023 04:34 PM	<input checked="" type="checkbox"/>	1

**Solicitation Number: RFP #010424****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Haix North America, Inc., 2320 Fortune Drive, Suite 120, Lexington, KY 40509 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Firefighting Personal Protective Equipment with Related Equipment Cleaning 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 27, 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 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 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 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 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.

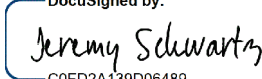
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

## 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

Haix North America, Inc.

DocuSigned by:  
  
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By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 3/29/2024 | 12:29 PM CDT

DocuSigned by:  
  
3C40BD1693B44D4...  
By: \_\_\_\_\_  
Lindsay Rose  
Title: Contract Manager  
Date: 3/29/2024 | 7:34 AM PDT



# RFP 010424 - Firefighting PPE and Related Equipment Cleaning

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## Vendor Details

Company Name: HAIX NORTH AMERICA  
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## 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")	Haix North America, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	List of all authorized dealers attached.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	List of all authorized dealers attached.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity ID: GH4CYV3AM1A4 CAGE Code: 38TY1
5	Proposer Physical Address:	2320 Fortune Drive Suite 120 Lexington, KY 40509
6	Proposer website address (or addresses):	www.haixusa.com US www.haixca.com CANADA
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):	Lindsay Rose, Contract Manager 2320 Fortune Drive, Suite 120 Lexington, KY 40509 l.rose@haix.com 859-281-0111 ext. 141
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Lindsay Rose, Contract Manager 2320 Fortune Drive, Suite 120 Lexington, KY 40509 l.rose@haix.com 859-281-0111 ext. 141
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Sandy Longarzo, Marketing Manager 2320 Fortune Drive, Suite 120 Lexington, KY 40509 s.longarzo@haix.com 859-281-0111

**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.	HAIX® is a family-owned footwear manufacturer trusted by first responders worldwide. Our mission has always been to make the best specialized protective footwear on the market, and our hallmarks are Quality, Craftsmanship and Care for our users and the environment. We offer the industry's most innovative and thoughtfully designed products. We aim to create protective, comfortable footwear at a good price-to-performance ratio—boots that stand up to years of use under the most rigorous conditions. The safety of our customers is our top priority. In 1948, Bavarian shoemaker Xaver Haimerl began making hiking and work boots. His son, Ewald Haimerl, was a local fire chief. After seeing a need for a safer and more durable fire boot, he developed the area's first leather fire boot in 1992. Today, we hand-craft over 1 million pairs of shoes annually and we employ over 2,300 people. HAIX controls all aspects of production from start to finish to ensure only the best quality product is delivered. All products are made in our factories in Germany and Croatia, and 100% of our materials are sourced in Europe. We control research and development in-house as well as sourcing raw materials. We also conduct quality control testing in our state of the art facilities. HAIX holds several large footwear contracts including the French Army, the UK Army, Vancouver, Toronto, US Customs and Border Patrol, LA City and LA County Fire, Phoenix and Chicago Fire. In 2022, HAIX factories produced over 1.67 million pairs of shoes with global sales approaching \$225 million. HAIX North America was established in 2003 and serves the United States and Canada. Our corporate offices are located in Lexington, KY. We have experienced steady growth over the past 20 years. We currently have 18,000 sq. ft. of warehouse and shipping facility space, stocked with 40,000+ pairs of boots. HAIX ships daily all-over North America to distributors as well as directly to end users. HAIX receives regular shipments from our parent company in Europe to ensure that stock is maintained and refreshed regularly. HAIX North America can easily prepare and ship single boot orders as well as large palletized shipments anywhere in North America.

11	What are your company's expectations in the event of an award?	HAIX knows that community contracts are growing in popularity for departments to purchase product. We see this Sourcewell opportunity as a new avenue for our customers to be able to purchase HAIX through our dealers without having to worry about the bidding process. Our end goal with this award would be to tap into Sourcewell's extensive contacts and resources to continue to grow our sales in the US and Canadian markets as well as continue to spread awareness of the HAIX brand.	*
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.	Balance Sheet & PL through November 2023 for Haix financials is attached.	*
13	What is your US market share for the solutions that you are proposing?	US FIRE: 18% US EMS: 22%	*
14	What is your Canadian market share for the solutions that you are proposing?	Canada FIRE: 30% Canda EMS: 35%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, HAIX has never petitioned for bankruptcy protection. We have enjoyed steady revenue growth since 1948.	*
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?	HAIX is a footwear manufacturer -- HAIX employs an outside sales force of 8 regional sales managers, including our Director of Sales, across the US and Canada that partner with our dealer network to promote our brand within the industry. Many of our dealers also employ sales teams.	*
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.	NFPA 1971-2018, NFPA 1990-2022/1992-2018, NFPA 1999-2018, NFPA 1977-2016, NFPA 1951-2013, NFPA 1999-2018, ASTM F2413-2011, ASTM CAN/CSA Z195-2014	*
18	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	We are 100% compliant with the applicable national standards for the products offered in our proposal. Our structural fire boots all meet NFPA 1971-2018, 1990-2022/1992-2018, CAN/CSA-Z195-2014, and ASTM F 2413-2018. The Missoula and Missoula 2.1 Wildland boots meets NFPA 1977-2016 and ASTM F 2892-2018 standards. The Fire Eagle Xtreme meets NFPA 1971-2018, 1951-2013, 1977-2016, 1990-2022, CAN/CSA-Z195-2014, and ASTM F 2413-2018. The Airpower XR2 and R2 meet NFPA 1999-2018, CAN/CSA-Z195-2014, and ASTM F2413-2011 standards. The quad-certified Airpower XR1 Pro meets NFPA 1999-2018, NFPA 1977-2016, 1951-2013 and 1990-2022/1992-2018, CAN/CSA-Z195-2014, and ASTM F2413-2011 standards. The Black Eagle Safety 52 line meets ASTM F2413-2011 and CAN/CSA Z 195-2014 standards and the Black Eagle Safety 55 Mid Side Zip also meets NFPA 1999-2018 standards.	*
19	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 *	
20	Describe any relevant industry awards or recognition that your company has received in the past five years	N/A	*
21	What percentage of your sales are to the governmental sector in the past three years	Estimated 95%	*
22	What percentage of your sales are to the education sector in the past three years	Estimated 2%	*
23	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?	New Jersey Start: \$452,957.23 New York HIRE: \$546,937.33 NPP: \$350,000 HAIX is represented on the following co-op contracts: BuyBoard, HGAC, NY HIRE, NYSID, Sourcewell and Omnia contracts by dealer partners. Haix is represented on the following state fire contracts: AZ, CO, CT (CRCOG), DE, HI (Honolulu), IA, MA, ME, PA, TX (CRCOG), VA, UT.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not directly hold any GSA contracts but dealers in our network list HAIX as part of their GSA offering at a percentage discount.	*

Table 4: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Orlando Fire Department	Tracie Brown	407.246.3633	*
Vancouver Fire Department	Kevin Tomyk	604-665-6063	*
Portland Fire Department	Lisa Williamson	503-823-4016	*

Table 5: Top Five Government or Education Customers

Line Item 26. 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 *	
Custom Border Patrol	Government	Tennessee - TN	Footwear for CBP officers	Large orders at least every other month. Serviced through VF Imagewear	\$2,337,019.00	*
LA County Fire	Government	California - CA	LA County Fire Departments Footwear	Purchasing done as needed for firefighters	\$774,076.00	*
LA City Fire	Government	California - CA	Station Boots for Firefighters	Purchasing done as needed for firefighters	\$514,728.00	*
Chicago Fire Department	Government	Illinois - IL	Station Boots for Firefighters	Purchasing done as needed for firefighters	\$1,097,368.00	*
Phoenix Fire Department	Government	Arizona - AZ	Bunker and Station Boots for Firefighters	Purchasing done as needed for firefighters	\$768,555.00	*

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

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

Line Item	Question	Response *	
27	Sales force.	HAIX currently employs 8 Sales Managers and Sales Representatives throughout the United States and Canada. HAIX also employs a customer service team to support our salespeople out in the field. They both work directly with local distributors and government municipalities educating them on the benefits of HAIX protective footwear and servicing their protective footwear needs. If awarded this contract, the entire sales team will be provided all related collateral materials related to this contract. They will also be educated in a company-wide training after award. The sales team will work with our dealer network to identify opportunities to promote and utilize this contract.	*
28	Dealer network or other distribution methods.	HAIX has identified a group of dealers that will be our preferred method of distribution of HAIX products purchased through this contract. However, if for some reason a dealer is unable to meet a customer's needs, HAIX will allow for Sourcewell members to purchase directly with HAIX.	*
29	Service force.	Our customer service team consists of 5 members onsite and 8 outside sales managers.	*
30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Order placed to dealer from agency/end user. Dealer sends purchase order, places order with HAIX. HAIX Distribution department enters the order (including checking availability, determination of confirmation/shipping date, etc.) Order is assigned to the Haix warehouse. Haix warehouse processes order (picking, packing, shipping). Tracking info and Invoice is forwarded to Dealer once order has shipped.	*
31	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.	HAIX employs a team of 5 customer service representatives who provide top notch customer service to all who contact them. Our customer service team can be reached by telephone. They also supervise our contact email, service email and run a chat on our website for more immediate customer assistance.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We have provided an extensive list of dealers for agencies to use to secure their HAIX footwear. Many departments will be familiar with the our authorized dealers as there are many that service agencies are nation-wide.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	HAIX currently serves the Canadian market and have provided a list of Canadian dealers.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographical areas of the United States or Canada HAIX or our Authorized Dealers would be unable to serve through the proposed contract.	*
35	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?	HAIX is unaware of any restrictions on existing contracts that would prevent us from servicing any area covered by the Sourcewell membership.	*
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Shipping to these areas requires additional shipping and handling charges - the dealer working with members in those territories will identify best methods to ship and service.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
37	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.	HAIX has a dedicated marketing team consisting of social media management, graphic design, email marketing, copywriter and digital marketing and ecommerce specialist. If awarded this contract, HAIX will issue a press release to any relevant industry media outlets announcing the award. This press release can be posted on the HAIX website and will be promoted through social media, primarily LinkedIn. Our graphic design department will work with our email marketing department to create a targeted email to our end users announcing the award and the HAIX products offered. We will review participating Sourcewell agencies, and send a geographically targeted email. Regional sales managers and representatives will also be notified of the award and any relevant marketing materials (such as emails, flyers or social posts) will be made available to them. HAIX regularly participates in regional and national industry trade shows, which presents a number of opportunities to meet with municipal and state buyers to communicate our participation in the contract. Sales managers and representatives will be well versed in the agreement and promoting the contract will be an objective when meeting with buyers.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	HAIX has a dedicated Social Media Manager who will utilize our presence on Instagram (47.8K followers), Facebook (154K followers) and LinkedIn (3K followers) to help promote the opportunity for Sourcewell members to purchase HAIX through the contract. Research will be done to determine best channels and geographical areas to target to build awareness. In addition, with permission of Sourcewell, we can send targeted emails to their membership advertising our participation with Sourcewell. HAIX also has over 130K email subscribers that are or can be segmented by geographical area, profession, interests, open rate, previous purchase history, etc. We regularly target specific segments via email in order to increase effectiveness of marketing efforts.
39	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?	In our view, Sourcewell's role would be to provide resources to help Haix grow our brand through providing marketing tools and helping us promote value and quality over price. Integrating a Sourcewell-awarded contract in our sales process would be seamless. We currently hold several cooperative contracts that are managed and reported on by our contract manager and a Sourcewell-awarded contract would be a welcome addition.
40	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.	We have identified a network of dealers that allows customers to purchase through a variety of channels including online. Each dealer will have their own preferred ordering method, which may or may not include the ability for e-procurement.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
41	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.	Haix provides NFPA 1851 training online which covers routine inspection, advanced inspection, and retirement of HAIX footwear. HAIX also offers a number of videos on the HAIX North America YouTube channel such as HAIX Boot Care and Maintenance, Finding Your Perfect Fit, and How to Polish Your HAIX Boots. Also, we provide optional dealer webinars on different products. This training is presented by our marketing team and followed by a Q & A with Josef Tiebl, Director of Sales for Haix North America, at no cost.
42	Describe any technological advances, unique design, and/or feature attributes that your proposed products or services offer.	HAIX is committed to continuing to develop footwear that doesn't sacrifice safety or functionality but offers footwear that is lighter, more flexible and more breathable for our customers. Micro-Soft-Light system: the intermediate zone between the sole and the shoe is filled with a shock-absorbing foam encased in a rubber shell. This gives a dual effect – together with the rubber sole it protects the wearer against external fire and heat, while the foam layer ensures outstanding insulating performance characteristics. Arch Support system: this supports the natural arch in the mid-foot area. The system ensures that the toes and balls of the feet have enough space. It's an effective way of preventing misalignment of the feet and takes the strain off the entire musculoskeletal system. Even if you need to wear the shoes for a long time you will still be ready for action. Sun-Reflect system: the special pigments directly incorporated into the leather during the tanning process mean that the shoes absorb up to 40% less solar radiation than conventional boots and thus prevent your feet from feeling hot. Secura Liner: Will never pull out or wrinkle up with use over time, the liner is secured and sealed along with the upper leather beneath the sole. Climate system: Uses the pumping movement, which permits air circulation with every step - moist air is released and fresh air comes through a very breathable liner edge at the top of the boot. Ankle Flex system: Stabilizes the foot with a flexible insert in the shaft/instep area that fits like a lace up boot. RAPIDfit Lacing System: Dual laces allows you to rapidly secure the footbed and boot shaft independently of one another with just one pull. This increases lower leg and ankle stability, reduces chance for injury and offers a better, more customized fit. Athletic Sole: The innovative athletic sole offers exceptional traction over water, ice or snow, plus insulation from hot and cold fire grounds. Signal yellow color improves visibility, and a built-in boot jack makes for easy removal. Comfort Insole: The new PU insole provides a more comfortable feel out of the box, and reduces flattening over time. Still machine washable. Xtreme Grip: Currently available on the Airpower XR1 Pro and Fire Eagle Air. The Grip Xtreme soles have embedded yellow gripping elements as well as self-cleaning tread for superior traction on snow and ice.
43	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.	HAIX uses renewable solar energy to power its worldwide headquarters and manufacturing facilities. 80% of the energy is used to power buildings and the remaining 20% is fed back into the public electricity grid. HAIX maintains a solar plant in Mainburg, heat recovery by ground water pumps, processed water is heated by waste heat from compressors in Croatia and a groundwater cooling system. The cutting-edge production sites in Mainburg and Croatia go above and beyond fulfilling the statutory requirements (e.g. our finishing divisions in Mainburg and Croatia work on a 99% solvent-free basis). To reduce heat build-up within the factory, a foil coating was installed on all windows to reflect up to 7% of solar heat and 99% of the UV rays. We prioritize high quality when it comes to the materials we use and how we process and handle the products, which means that we are able to offer products with an extended service life. Resources are deployed more efficiently so we can make a greater contribution to protecting the environment (e.g. by using cutting-edge machinery, efficient transport routes, continuous process optimization). We take a realistic approach to pursuing our policy of demonstrating proactivity and personal responsibility over and above what is required by legislation – from a social, environmental and economic perspective. We work with selected suppliers that apply the toughest production standards within their businesses, such as Josef Heinen GmbH & Co., which is transparent in their leather manufacturing of Terracare Leather. Terracare leather is produced with 40% less water consumption and 30% less CO2 spend. HAIX also works with Viviani Leather and their Natural Footprint brand. Viviani leather is made with renewable green energy, without CO2 spend and minimal effect on the environment.
44	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.	HAIX's production sites in Germany and Croatia were awarded the ISO 14001 Environmental Management Certificate in 2012. This certification outlines key requirements with which companies should comply in order to operate in an environmentally responsible manner.
45	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 for HAIX North America. Some of our dealer partners have this certification. It is indicated on the dealer attachment.
46	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?	HAIX produces 100% of our product in Europe, sourcing European bullhide leathers which are thicker and more durable over time. We control all aspects of production - from sourcing to final product - allowing us to ensure highest level of quality control. It also allows us to be more responsive with inventory levels as we have no dependence on third party manufacturers. By focusing on one product category, we are able to keep over 40,000 pairs of boots in our warehouse to react to market demands.



**Table 9A: 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 *
47	Do your warranties cover all products, parts, and labor?	HAIX offers a one-year limited manufacturer's warranty. See attached warranty for specific information.
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty covers defects in materials or workmanship in footwear except in the case of: (a) Products that have been repaired or altered by anyone other than MANUFACTURER approved personnel; (b) Products that have been damaged by negligence or accident or by other circumstances beyond the reasonable control of MANUFACTURER; or (c) Products that have been improperly used or maintained, or that have been subjected to abnormal conditions of use or maintenance not in conformity with MANUFACTURER's written instructions concerning use and maintenance.
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	N/A - boots are evaluated by HAIX and either replaced or sent to a an authorized repair center in the US or Canada.
50	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?	We have authorized repair centers in both US and Canada.
51	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?	No other manufacturers are part of our proposal.
52	What are your proposed exchange and return programs and policies?	Dealers will have their own exchange and return processes, policies and fees, if any. For orders placed directly with HAIX® North America, Inc., we strive to provide the highest quality products and service. If an item does not meet with your satisfaction, you may return it and we will gladly exchange your item or credit your original method of payment, excluding shipping and handling charges within 30 days of the invoice date. If you were shipped product due to error, you will receive full credit. The complete policy is available in the documents tab of this proposal.
53	Describe any service contract options for the items included in your proposal.	Certain styles offered by HAIX can be retread or repaired by our partners NuShoe (US) and Quick Cobbler (Canada). Extended Wear program information for this service is attached in the documents.

**Table 9B: Performance Standards or Guarantees**

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

Line Item	Question	Response *
54	Describe any performance standards or guarantees that apply to your services	HAIX is a footwear manufacturer. However, we do guarantee 100% compliance with all NFPA Standards applicable to the footwear we are including in this proposal, including our entire line of Structural Fire Boots and EMS Boots, and a selection of Station Boots. We also offer a 30-day money-back guarantee for all of our products returned in original packaging and in sellable condition (unworn, unsoiled, unpolished, unsealed).
55	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	HAIX is a footwear manufacturer. However, we offer several complimentary services associated with our products. We offer free NFPA 1851 virtual Training and Certification for footwear PPE. We also offer instructional videos for cleaning and decontaminating footwear. We offer authorized, no-cost repairs for our boots under certain circumstances, as determined by our excellent customer service department.

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

Line Item	Question	Response *
56	Describe your payment terms and accepted payment methods.	Each authorized dealer will have their own process for offering payment terms to sourcewell members. If the order is placed directly with Haix, members may apply for payment terms with our customer service department. We also accept all major credit cards and PayPal.
57	Describe any leasing or financing options available for use by educational or governmental entities.	N/A
58	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.	HAIX typically receives purchase orders or invoices from our customers. Our authorized dealers transaction documents may differ depending on the purchase.
59	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?	HAIX Authorized Dealers will have their own policies in regards to accepting P-cards and any fees associated to using a P-card. If the order is placed directly with HAIX: HAIX accepts P-cards that are associated with a major credit card. There are no additional 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 *
60	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.	HAIX would like to offer a percentage discount off of our MSRP pricelist of all of our Structure boots, EMS boots, Station boots and accessories. Please see attached pricelists and product sheets for our offering.
61	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.	20% off of MSRP
62	Describe any quantity or volume discounts or rebate programs that you offer.	N/A
63	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.	All other footwear in our inventory can be made available upon request.
64	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 additional charges will be associated with this proposal.
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, shipping and delivery will depend on the authorized dealer the order is purchased through. If ordered directly through Haix, shipping costs will be determined based on ship to location.
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping and delivery is available for Alaska, Hawaii, and Canada.
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	HAIX has a distribution department responsible for taking orders, sending to our warehouse and tracking invoice information.

**Table 12: Pricing Offered**

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

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
69	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.	HAIX currently quarterly reports on the various cooperative contract we hold. Reporting metrics include Product sold, quantities, agency, agency address, MSRP and contract pricing, authorized dealer, and shipping locations. Also, all invoices are tied to contract orders through contract or member numbers to track appropriately.
70	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.	HAIX will track growth through this contract with a few internal metrics. One will be through the sales data required to be reported by the contract - we will review this to look for new customers, increases from existing customers, and overall growth from the dealer network. We are also implementing internal tracking via our order entry system.
71	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.)	HAIX proposes a 1% administrative fee to Sourcewell for facilitating, managing, and promoting the contract.

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

Line Item	Question	Response *
72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	For this proposal, HAIX is offering our entire line of innovative NFPA certified Structural Firefighting Boots, Wildland Firefighting Boots, EMS boots, HAZMAT boots, Technical Rescue boots and our full line of footwear accessories. Several of our boots are quad certified for use across segments, such as the Airpower XR1 Pro (Wildland, EMS, Technical Rescue, HAZMAT) and the Fire Eagle Xtreme (Structural Fire, Wildland, Technical Rescue, HAZMAT).
73	Describe available options for customization of the products and/or equipment offered in your proposal.	HAIX is able to stretch most of our leather boots for a more customized fit, for an additional fee, if needed. We can stretch the leather in specific areas for comfort and fit. We also offer insoles that can adjust the width of the boot while maintaining length (narrow, medium, wide).
74	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	HAIX has a proprietary tool on all insoles called the "Perfect Fit" line. This allows the wearer to determine the correct length for their boots quickly and accurately. HAIX will train dealer staff to properly size footwear and will support dealers at department sizing whenever possible. As mentioned in the preceeding question, HAIX also offers insoles that can further customize and adjust the fit of boots for the user. These insoles are washable and replaceable.
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Subcategory titles to describe HAIX products would be Protective Clothing, Structure Boots, Wildland Fire Boots, Station Footwear, Station Boots and Footwear/Boot Accessories.

**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
76	Protective Clothing	<input checked="" type="radio"/> Yes <input type="radio"/> No	NFPA certified Structural Firefighting Boots, Wildland Firefighting Boots, EMS boots, HAZMAT boots, Technical Rescue boots and our full line of footwear accessories. Several of our boots are quad-certified for use across segments, such as the Airpower XR1 Pro (Wildland, EMS, Technical Rescue, HAZMAT) and the Fire Eagle Xtreme (Structural Fire, Wildland, Technical Rescue, HAZMAT).
77	Helmets and related accessories	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
78	Other related equipment and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	EMS and Station Boots. Footwear accessories.
79	Firefighting apparel and station-wear	<input checked="" type="radio"/> Yes <input type="radio"/> No	NFPA certified Structural Firefighting Boots, Wildland Firefighting Boots, EMS boots, HAZMAT boots, Technical Rescue boots and our full line of footwear accessories. Several of our boots are quad-certified for use across segments, such as the Airpower XR1 Pro (Wildland, EMS, Technical Rescue, HAZMAT) and the Fire Eagle Xtreme (Structural Fire, Wildland, Technical Rescue, HAZMAT).
80	Extractors, laundry machines, mechanical dryers, drying and storing racks	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
81	Cleaning and decontamination service and maintenance	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
82	Firefighting PPE cleaning supplies	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
83	Cleaning equipment for other firefighting equipment and tools	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
84	Services Related to the equipment described above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Extended Wear Program, Insole-Perfect Fit and stretching of boots.

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

**Line Item 85. 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?	<b>Acknowledgement *</b>
	<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](#) - HAIX Pricelists.zip - Thursday January 04, 2024 14:59:29
- [Financial Strength and Stability](#) - November 2023 HAIX North America BS & PLxls.xlsx - Wednesday January 03, 2024 08:34:16
- [Marketing Plan/Samples](#) - Marketing Samples.zip - Thursday January 04, 2024 10:35:41
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Sourcewell Firefighting Personal Protective Equipment w Related Equipment Cleaning RFP #010424- HAIX Warranty.pdf - Thursday January 04, 2024 09:18:30
- Standard Transaction Document Samples (optional)
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Dealers and Products.zip - Thursday January 04, 2024 14:08:10

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

☐ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Fri December 15 2023 12:51 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu December 14 2023 01:51 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Mon December 4 2023 04:00 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu November 30 2023 10:28 AM	<input checked="" type="checkbox"/>	2
Addendum_1_Firefighting_PPE_and_Related_Equipment_Cleaning_RFP_010424 Thu November 9 2023 04:34 PM	<input checked="" type="checkbox"/>	1

**Solicitation Number: RFP #010424****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and LION First Responder PPE, Inc., 7200 Poe Avenue, Suite 400, Dayton, OH 45414 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Firefighting Personal Protective Equipment with Related Equipment Cleaning 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 27, 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 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 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. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

## **19. COMPLIANCE**

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

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

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

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

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

## **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.

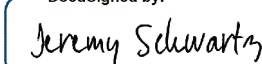
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

## 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

LION First Responder PPE, Inc.

DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 3/26/2024 | 11:35 AM CDT

DocuSigned by:  
  
By: 5B7DDCBA48E84BD...  
Mark T. Smith  
Title: President LION Americas  
Date: 3/26/2024 | 11:16 AM CDT

# RFP 010424 - Firefighting PPE and Related Equipment Cleaning

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## Vendor Details

Company Name: LION First Responder PPE

Does your company conduct business under any other name? If yes, please state: LION

Address: 7200 Poe Avenue  
Dayton, OH 45414

Contact: Melissa Kirk

Email: mkirk@lionprotects.com

Phone: 937-266-0869

Fax: 937-415-0869

HST#: 47-1845529

## Submission Details

Created On: Wednesday November 29, 2023 14:37:26

Submitted On: Wednesday January 03, 2024 14:16:58

Submitted By: Melissa Kirk

Email: mkirk@lionprotects.com

Transaction #: 2031f132-8d6c-4ae7-8577-55ddeea9c4c6

Submitter's IP Address: 144.121.190.195

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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")	LION First Responder PPE, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	LION, LION Group, Inc., LION First Responder PPE, Inc., LION TotalCare, Inc.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	LION, LION Group, Inc., LION First Responder PPE, Inc., LION TotalCare, Inc.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	"LION Group Cage Code - 7FGF3, SAM - NCD6J71YMAQ5 LION First Responder PPE Cage Code - 7GLA7, SAM - CQ1EXX7T3KB9"
5	Proposer Physical Address:	7200 Poe Avenue, Suite 400, Dayton, Ohio 45414
6	Proposer website address (or addresses):	www.lionprotects.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):	Mark T. Smith President, LION Americas 7200 Poe Avenue Suite 400 Dayton, Ohio 45414 513-535-7549
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Melissa Kirk Distribution Sales Manager 7200 Poe Avenue Dayton, Ohio 45414 mkirk@lionprotect.com 937-266-0869
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Stefanie Theodor Sales Coordinator 7200 Poe Avenue Suite 400 Dayton, Ohio 45414 stheodor@lionprotects.com 937-415-2935

**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>LION is a family owned, global business headquartered in Dayton, Ohio, that has been operating continuously since 1898. That stable family ownership means that we take the long-term approach to investment in the best people, new technology and systems. We are committed to covering first responders before, during and after the fire.</p> <p>Our LION brand is part of a larger organization called LION Group, Inc. that consists of three divisions: LION Americas, LION Europe, Middle East &amp; Asia and LVI (LION-Vallen Industries, a joint venture that specializes in military and government supply chain solutions).</p> <p>We provide products, training or maintenance to nearly every major fire department in the United States. In firefighter turnout gear alone, we serve 7 of the 10 largest fire departments in the U.S., and 25 of the top 50.</p> <p>LION just recently celebrated 125 years of service.</p> <p>Please watch our celebration video to experience our company culture. LION: CELEBRATING 125 YEARS OF SERVICE (youtube.com) <a href="https://www.youtube.com/watch?v=-Zcl1JcSN3w">https://www.youtube.com/watch?v=-Zcl1JcSN3w</a></p> <p>LION makes the gear emergency service providers, civilian responders and militaries need to stay safe in the line of duty. We got our start at the end of the 19th century as a dry goods store in Dayton, Ohio. By 1941, we had received a commendation from Army Air Force Commanding General "Hap" Arnold, saluting the company for "outstanding services rendered to your government" after supplying the Army Air Force with electrically heated flying suits during World War II. Over</p>

		<p>the next two decades, we opened regional warehouses and had started operating in the firefighter station uniform market.</p> <p>In 1970, we moved into the firefighter turnout business – and we have never looked back. We actually coined the term “StationWear” and were the first company to develop digital training technology for the firefighting market. Today, we continue to deliver innovative, patented technology to the fire service market. We have a dedicated research and development staff that works with fire departments to generate (and evaluate) new product ideas. Real end users collaborate with us on wear trials and focus groups so we can deliver solutions that work for actual first responders like you.</p> <p><b>THE LION STORY</b> LION is big enough to deliver on the largest contracts but small enough to care that every emergency responder and firefighter that uses our equipment gets the features they need to be safe and successful on every call. LION is the largest provider of training equipment and facilities for first responders, having built the last three largest first responder training facilities in the world. We also have a dedicated in house research and development team to understand the best solutions you need. We are Ready For Action. Before. During. And after.</p> <p><b>LION MISSION</b> Each and every day we fulfill the personal safety, readiness, and identity needs of our customers worldwide. Our purpose is to keep first responders ready for action.</p> <p><b>LION CULTURE</b> While remaining a family business, we have the organizational and financial resources to execute some of the largest uniform, personal equipment management, and training projects in the world, as well as the flexibility to tailor them to our customers' expectations. Our solutions are not “cookie cutter” ones. They are as individual and unique as your organization – and they are advanced. LION is the only company in the world in our industry with dedicated staff working on fundamental research, not gimmicks.</p> <p><b>LION CORE BELIEFS</b> LION Leadership expects department leaders, employees and distribution partners to provide examples of living these core beliefs through their actions and service to our customers.</p> <p><b>Doing What We Promise</b> We seek to do business with stakeholders who share our commitment to honesty, transparency, candor, and fun, as well as to action consistent with our core values — like us, they strive to win with integrity.</p> <p><b>Learning From Everything and Everyone</b> We value curiosity and strong personal initiative in the pursuit of understanding our customers' needs and exceeding them.</p> <p><b>Respecting All People</b> We harness diverse points of view and even conflict as useful sources of learning, innovation, and continuous improvement.</p> <p><b>Collaborating To Deliver Solutions</b> We use teamwork and a commitment to do whatever it takes to deliver solutions. This is what fuels our operational excellence. Lasting internal and external partnerships based on trust, mutual respect, and collaboration are at the heart of Lion's success.</p> <p><b>Expecting Nothing Short of Excellence</b> We understand that exceeding our customers' expectations demands leadership, diligent planning, skillful organizing, rapid decision making, training, and having the right tools — this is how we consistently and reliably achieve flawless execution.</p> <p><b>Being Good Corporate Citizens</b> We extend our sense of leadership to the global communities in which we live and work — we are privileged to give back to those that give so much to us.</p>	
11	What are your company's expectations in the event of an award?	To educate the first responder network on the benefits of cooperative purchasing and leverage the relationship and Sourcewell reputation as an industry cooperative purchasing leader and achieve competitive advantage to continue to protect first responders.	*
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.	LION First Responder PPE, Inc and LION TotalCare are wholly owned subsidiaries of LION Group, Inc. with total company sales of more than \$300M. LION Group, Inc. has positive cash flow and a strong balance sheet. Trade References attached.	*
13	What is your US market share for the solutions that you are proposing?	28-32%	*
14	What is your Canadian market share for the solutions that you are proposing?	35%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	LION 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>LION is best described as a Manufacturer.</p> <p>LION sells through a network of Distribution Partners to deliver products and services. Distribution Partners are authorized annually through a Letter of Authorization. Distribution Partners invest in the partnership by employing Distribution Sales Representatives, investing in LION product for demonstration and attending LION University for product and process education.</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>LION holds several licenses from supply chain partners to manufacture products and utilize their branding on the product (ex: WL Gore and Associates, DuPont, PBI)</p>
18	<p>Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).</p>	<p>LION holds the following certifications for various products in our product offering.</p> <p>NFPA 1971, Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting 29 CFR 1910, 1030 and CAL-OSHA Standard Title 8 Section 3406 Blood Borne Pathogen Requirements</p> <p>LION Product Offering: Various models of the following: Structural turnout coats, pants and coveralls. Proximity coats and pants. Structural gloves. Structural boots. Particulate blocking hoods. Structural helmets Proximity helmets</p> <p>NFPA 1951, Standard on Protective Ensembles for Technical Rescue</p> <p>LION Product Offering: TR51 coat and pants. Certified to the optional blood borne pathogen protection requirements. Versa Pro coat and pants. Single layer meeting base requirements.</p> <p>NFPA 1977, Standard on Protective Clothing and Equipment for Wildland Fire Fighting and Urban Interface Fire Fighting</p> <p>LION Product Offering: Versa Pro coat and pant</p> <p>NFPA 1999, Standard on Protective Clothing and Ensembles for Emergency Medical Operations</p> <p>29 CFR 1910, 1030 and CAL-OSHA Standard Title 8 Section 3406 Blood Borne Pathogen Requirements</p> <p>LION Product Offering: TR51 coat and pants MedPro coat and pants MedPro High Vis also certified to ANSI 107 Bravo Multiple Use Glove</p> <p>NFPA 1975, Standard on Emergency Services Work Apparel</p> <p>LION Product Offering: Several styles of station work uniforms. Shirts and pants.</p> <p>NFPA 2500, Standard for Operations and Training for Technical Search and Rescue Incidents and Life Safety Rope and Equipment for Emergency Services (formerly NFPA 1983)</p> <p>LION Product Offering: Several models of Class II harnesses integrated with Structural Fire Fighting Pants</p> <p>NFPA 1992, Standard on Liquid Splash-Protective Ensembles and Clothing for Hazardous Materials Emergencies</p> <p>LION Product Offering: Several models of MT-94 Several models of ERS</p>



NFPA 1994, Standard on Protective Ensembles for First Responders to Hazardous Materials Emergencies and CBRN Terrorism Incidents

LION Product Offering:  
Several models of MT-94 – Class 2  
Several models of ERS – Class 3

NFPA 1851, Standard on Selection, Care and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting

LION Service Offering:  
Verified ISP for Cleaning, Inspection and Repair in 7 locations around the country. Verified for all fabric and moisture barriers.

Provide training modules for fire departments compliance with 1851.

NFPA 1855 Standard on Selection, Care and Maintenance of Protective Ensembles for Technical Rescue

LION Service Offering:

Verified ISP for Cleaning, Inspection and Repair in 7 locations around the country. Verified for all fabric and moisture barriers.

NFPA 1500, Standard on Fire Department Occupational Safety, Health, and Wellness  
Lion Fire Academy offers online training to various portions of NFPA 1500.

NFPA 1001, Standard for Fire Fighter Professional Qualifications  
Several staff members hold Professional Qualifications certifications.

NFPA 1402, Standard on Facilities for Fire Training and Associated Props

LION Product Offering:  
Live fire and digital training props and facilities

NFPA 1403, Standard on Live Fire Training Evolutions

LION Product Offering:  
Live fire training props

OSHA 2254, Training Requirements in OSHA Standards  
Various products to support the training requirements in OSHA 2254

ISO 9001, Quality Management Systems – Requirements  
All facilities producing PPE to NFPA standards are covered under LION's ISO 9001 registration (including subcontractors)

CTPAT: Customs Trade Partnership Against Terrorism  
Certified partner

LION has Representation on the following committees acting as principal and alternate voting members. Our members are active participants on each committee providing input on requirements of the various standards.  
Fire Service Occupational Safety (NFPA 1500, NFPA 1550, NFPA 1521, NFPA 1561)  
Fire Service Training (NFPA 1407, NFPA 13E, NFPA 1410, NFPA 1404, NFPA 1408, NFPA 1401, NFPA 1400, NFPA 1451, NFPA 1403, NFPA 1405)  
Emergency Responders Occupational Health (NFPA 1584, NFPA 1583, NFPA 1582, NFPA 1581, NFPA 1585, NFPA 1580)  
Facilities for Fire Training and Associated Props (NFPA 1400, NFPA 1402)  
Hazardous Materials Protective Clothing and Equipment (NFPA 1990, NFPA 1991, NFPA 1992, NFPA 1994, NFPA 1891)  
Special Operations Protective Clothing and Equipment (NFPA 1975, NFPA 1983, NFPA 1953, NFPA 1951, NFPA 1952, NFPA 2500, NFPA 1855, NFPA 1950, NFPA 1955, NFPA 1858, NFPA 1857)  
Structural and Proximity Firefighting Protective Clothing and Equipment (NFPA 1971, NFPA 1851, NFPA 1970, NFPA 1850)  
Emergency Medical Services Protective Clothing and Equipment (NFPA 1999, NFPA 1950)  
Fire and Emergency Services Protective Clothing and Equipment (correlating committee for PPE standards)  
ASTM F23 Committee on Personal Protective Clothing and Equipment (Karen Lehtonen – former Chair)  
ASTM E54 Commitete on Homeland Security Applications

19	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No suspensions or debarment apply to LION.	*
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**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
20	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>RedZone Contaminant Control Package</p> <p>LION remains the only manufacturer to offer a set of features in turnout gear that is verified by a third-party (UL) to show no ingress at turnout coat, pant, glove, boot interfaces and closures.</p> <p>In conjunction with Department of Homeland Security (DHS) Science and Technology Directorate (S&amp;T) and in partnership with the North Carolina State University Textile Protection and Comfort Center (TPACC), LION developed a structural turnout with enhanced protection from hazardous particulates contained in smoke and soot that may infiltrate the ensemble interfaces, the Redzone Contaminant Control Package.</p> <p>The particulate blocking ensemble:</p> <ul style="list-style-type: none"> <li>· Blocks particulate ingress at key interface areas (turnout coat, pant, glove boot interfaces and closures) as confirmed by the Particle Inward Leakage Test (section 7.20.1.1 NFPA 1971, 2018 Ed) and shows less than 1 microgram exposure over the entire ensemble</li> </ul> <p>"Laboratory tests, including tests to determine vapor infiltration and fluorescent particle tests, were critical to demonstrating that both approaches prevent smoke and particulates from reaching the firefighter's skin, protecting them from hazardous vapors and materials. In addition, testing using TPACC's PyroMan® and physiological manikins proved the new approaches offer improved flashfire protection and similar comfort level when compared to standard turnout gear." – DHS FACT SHEET</p> <p>DHS PRESS RELEASE (Nov 1, 2017) - New Turnout Ensemble Aims to Reduce Firefighter Cancer Risk "We worked with TPACC and LION to develop turnout ensemble garments that afford firefighters the same level of fit, functionality and comfort as their existing turnout gear with added protection from particulate infiltration at garment interfaces."</p> <p>DHS FACT SHEET (Oct 6, 2017) - Smoke and Particulate Resistant Structural Turnout Ensemble Fact Sheet "By reducing the potential for chronic dermal exposures to toxic fireground compounds, over time this ensemble and the technologies developed during this research will help to improve the well-being and safety of firefighters."</p> <p><a href="https://verify.ul.com/verifications/237">https://verify.ul.com/verifications/237</a></p>	*
21	What percentage of your sales are to the governmental sector in the past three years	LION sells personal protective equipment through a distribution network. Approximately 5% would be a direct sale to LION..	*
22	What percentage of your sales are to the education sector in the past three years	LION sells personal protective equipment through a distribution network. All documented education sales would be represented in Distribution Partner sales and not direct with LION.	*
23	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>NY State Contract = Approximately \$7M</p> <p>NJ State Contract = Approximately \$3M</p> <p>NPP = Approximately \$12M</p>	*
24	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?	LION does not hold a GSA contract. LION Distribution Partners hold a GSA contract that represent the entire LION portfolio of products and services.	*

**Table 4: References/Testimonials**

**Line Item 25.** Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Phoenix	Captain Scott Kalkbrenner Scott.Kalkbrenner@phoenix.gov	602-339-0549	*
	Antonio Locascio "Nino" Nino.Locascio@phoenix.gov	602-380-3003	
Atlanta Fire Department	Asst Chief Chad Thomas CDThomas@AtlantaGa.gov	404-546-7000	*
Indianapolis Fire Department	Battalion Chief Rich Cook richard.cook@indy.gov	317-327-6041	*

Table 5: Top Five Government or Education Customers

Line Item 26. 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 *	
W S Darley & Co	Government	Illinois - IL	NAVY 2K	\$250,000	\$852,883	*
Noble Supply & Logistics LLC	Government	Massachusetts - MA	CBRN - Chemical, biological, radiological and nuclear defense products.	\$800,000	\$2,608,312	*
Federal Resources	Government	Virginia - VA	CBRN - Chemical, biological, radiological and nuclear defense products.	\$2,500,000	\$15,020,383	*
Tom Smith Fire	Government	Florida - FL	Personal Protective Products	\$1,500,000	\$5,171,388	*
Safeware	Government	Maryland - MD	Personal Protective Products	\$1,000,000	\$3,655,464	*

**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 *
27	Sales force.	<p>The LION Sales Team</p> <p>41 field sales team members that include strategic account directors, metro account managers, distribution sales managers, category sales managers and strategic distribution managers supporting the United States, Canada and Latin America for the entire LION product portfolio.</p> <p>Strategic Account Managers – Focused on fostering relationships, education, sales support and opportunity management for a specific set of accounts.</p> <p>Category Sales Managers – Subject matter expert for products within category. Supports the field sales team with product knowledge, demonstrations, sales presentations, identifying industry innovation needs and sales goal achievement.</p> <p>Metro Account Managers – Works in tandem with Distribution Sales Manager. Focused on fostering relationships, education and managing opportunities for departments with more than 150 members.</p> <p>Distribution Sales Managers – Works in tandem with Metro Account Manager. Focused on relationship with LION Distribution Partners to include fostering core beliefs, education, relationship, field sales support, opportunity management and sales goal achievement.</p>
28	Dealer network or other distribution methods.	<p>Dealer Network.</p> <p>LION partners with over 200 Distribution Partners. These Distribution Partners employee thousands of Distribution Sales Representatives across the United States, Canada and Latin America that are in field promoting the entire LION portfolio of products and services.</p>
29	Service force.	<p>LION TotalCare offers care and maintenance of PPE (personal protective equipment). LION operates seven (7) LION Total Care Market Centers located in Atlanta, Boston, Chicago, Dallas, Denver, Houston and Wilmington. LION TotalCare offers services that can help extend the life of gear such as cleaning, repair and routine maintenance programs. LION TotalCare also offers a rental gear program.</p> <p>The Denver location offers an exclusive carbon dioxide (CO2) contaminant cleaning technology. See attachment for additional details on CO2.</p>
30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Orders are placed with a LION Distribution Partner.</p> <p>The order is placed by the end user customer with the Distribution Partner with the Sourcewell Member ID identified on their purchase order. The distribution partner purchase order is placed with LION, also including the Sourcewell member ID. When LION enters the order, the Sourcewell member ID is documented in a specific field used for utilization reporting.</p>
31	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>LION has a Customer Sales and Support Team team located in Dayton, Ohio and Albany, NY. The Customer Support Team consists of regional representatives for Order Entry and Sales Coordination. This team enters orders for all product lines, provides support on warranty claims, product and delivery questions and works in conjunction with the LION Distribution Sales Manager and Distribution Partner. Customer Support and Order Support inquiries are managed through our Customer Relationship Manager (CRM). Each inquiry is assigned a case number and directed to a regional representative. Cases are responded to within 24 hours. Order status and scheduled ship dates are available through an online portal available to LION Authorized Distribution Partners.</p>
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	LION will provide products and services to Sourcewell participating entities in the United States.
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	LION will provide products and services to Sourcewell participating entities in Canada.
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Products and Services are available in all geographic areas of the US and Canada
35	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no identified restrictions.
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>There are no identified restrictions</p> <p>LION's policy for shipments to Hawaii are to ship via 2 day air or ocean depending on size of shipment. LION's policy for shipments to Alaska is ship via a freight forwarder and covers freight within the contiguous states.</p>

**Table 7: Marketing Plan**

Line Item	Question	Response *
37	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>By looking at the immediate and long-term risks, LION is actively working on advocating and developing products and services that protect the health of those that protect our communities. When those products and services are ready, we work to promote them and drive revenue and profitable share growth for our company and for our partners.</p> <p>Our areas of strengths/marketing strategy include the following:</p> <ul style="list-style-type: none"> <li>LION Core Values &amp; Commitment to Service</li> <li>Team Structure &amp; Support</li> <li>Methodical Approach to Business</li> <li>Market Analysis</li> <li>Customer Segmentation</li> <li>New Product Launch Plans</li> <li>Meaningful Product Differentiation</li> <li>Brand Building</li> <li>Metro Support</li> <li>Distribution Support</li> <li>LION University</li> <li>End-User Outreach</li> <li>Press Releases &amp; Press Coverage</li> <li>Metro Sponsorships</li> <li>Customer Education &amp; Awareness Campaigns</li> <li>Trade Shows</li> <li>Collateral Development</li> <li>Print &amp; Digital Advertising</li> <li>Industry Supplements</li> <li>Videography</li> <li>Digital Platforms (Website, LION Fire Academy)</li> <li>Social Media</li> </ul>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>LION uses multiple social media platforms, maintains an informative website, employs a robust SEO strategy, and advertises digitally. LION also has access to reporting capabilities on our sales information and uses public information databases to understand market potential and opportunity to drive marketing plans and sale strategies.</p> <p>LION utilizes a YouTube Channel to share product information and demonstrations with our Distribution Partners and End User Customers. <a href="https://www.youtube.com/@lionconnects/featured">https://www.youtube.com/@lionconnects/featured</a></p>
39	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?	The Sourcewell partnership will be incorporated into every distribution partner training and LION presentation as a purchasing avenue for LION Products. A shared resource site has been established to constantly share updated information with the field sales team and distribution partners. Field Team Members and Distribution Partners are encouraged to participate in Sourcewell Education and Engagement events.
40	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.	Since LION sells through distribution, an e-procurement ordering process is not established directly with LION. Many LION Distribution Partners do have an established e-procurement process for all sectors that utilize personal protective products.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
41	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>LION University is a unique meeting space that is designed for meetings and class room style education. The space showcases our brand by displaying garments worn by our top customers, our product offering and technology for demonstration and presentation. LION has developed a platform for Distribution Partners that provides a dynamic and engaging environment for education on all of LION's products and sales development.</p> <p>LION Fire Academy has been LION's flagship platform for providing comprehensive online training to fire department members, including fire students and active firefighters. Our mission is to empower them with the knowledge and skills needed to ensure the highest standards in PPE maintenance, cleaning, inspection, and repair according to NFPA 1851 2020 edition.</p> <p><a href="https://www.lionprotects.com/fireacademy">https://www.lionprotects.com/fireacademy</a></p>
42	Describe any technological advances, unique design, and/or feature attributes that your proposed products or services offer.	LION is the only company in our industry that has a dedicated research and development team. LION currently has more than 35 patents on technologies as diverse as materials and pattern design.
43	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>Montgomery County Green Building Certification.</p> <p>This certification is a globally recognized symbol of sustainability achievement, and it is backed by an entire industry of committed organizations and individuals paving the way for market transformation.</p>
44	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>1. We strive to cut wasteful energy usage by replacing inefficient lighting with LED lighting in all of our primary manufacturing buildings and corporate offices by the end of 2025. This process is over 50% completed. Since 2015, LION's Dayton corporate headquarters has used LED lighting, leading to a reduction in annual environmental impact of at least 454,539.76 lbs of Carbon Dioxide, 3,765.64 lbs of Sulfur Dioxide, and 1,842.88 lbs of Nitrogen Dioxide. In 2019, Lion completed the installation of renewable energy solar PV panels and LED lighting in its West Liberty manufacturing factory. Beattyville facility and Dayton Janney Road facility have 100% LED lighting as of September 2021. Hazel Green conversion to LED lighting is planned for 2024. We have a goal to have 50% of all energy at corporate headquarters, Hazel Green facility and the Dayton manufacturing facility using renewable energy by 2028.</p> <p>2. We do not sell products that could have a harmful effect on human health and the environment.</p> <p>3. We do not use manufacturing processes that release harmful pollutants or toxic materials.</p> <p>4. We educate our employees on practical efforts to avoid wasteful uses of energy.</p> <p>a. We have installed motion detectors at Hazel Green Distribution Center and at our Dayton corporate headquarters.</p> <p>b. We review shipping and logistics methods to use the most efficient shipping routes to save fuel.</p> <p>c. We have a recycling program at the Dayton corporate headquarters with a goal for expansion to other facilities by the end of 2020. All new employees receive a handout on what can and cannot be recycled.</p> <p>d. At the Dayton corporate headquarters, LION employees have recycling bins available to increase the amount of paper that is recycled. Confidential documents are shredded by Royal Document Destruction, which recycles the paper.</p> <p>5. We strive to minimize material waste.</p> <p>a. We strive to introduce efficiencies in the use of materials in order to reduce to the highest extent possible the generation of wastes.</p> <p>b. Lion has a program to recycle used turnout gear through the Lion Ready for Action Foundation. We have already delivered more than 1000 sets of used reconditioned gear to fire departments in third world countries.</p> <p>6. We have engaged in R&amp;D efforts with potential suppliers to develop sustainable raw materials to replace hydrocarbon-based petroleum products as the basic raw material in certain products.</p> <p>7. In 2018 we installed a new Elkay Water Drinking System in the Dayton corporate headquarters to increase the use of re-usable water bottles and reduce plastic waste.</p> <p>8. Lion's Dayton corporate headquarters has been certified in 2015-2021 as a Green Business by the Dayton Regional Green Initiative (DRG3).</p> <p>9. Lion complies with all environmental laws and regulations in the locations where we operate.</p>
45	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.	LION is deemed a large business. WMBE, SBE or Veteran Owned do not apply.
46	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?	As a result of our commitment to research based design and innovation, LION has been awarded multiple patents for PPE and training products that prepare first responders for fire events. Our dedicated Research and Development Staff works with fire departments to generate and evaluate new product innovations. LION holds an annual Personal Protection Council (PPC) focusing on fire service trends and industry needs. LION also partners with several industry non-profits and thought leaders addressing firefighter challenges like the Firefighter Cancer Support Network and National Firefighters Foundation.

**Table 9A: 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 *
47	Do your warranties cover all products, parts, and labor?	LION warrants that its firefighter and emergency responder products meet all applicable NFPA standards in effect at the time of their manufacture and further warrants that such products are free during their useful life from any defect in workmanship or any material defect. Conditions of use are outside the control of LION. It is the responsibility of the user to inspect and maintain the products to assure they remain fit for their intended purpose. In order to maximize the useful life of these products and maintain the warranty, the products are to be used only by appropriately trained personnel following proper firefighting or emergency response techniques and in accordance with the product's warning, use, inspection, maintenance, care, storage, and retirement instructions. Failure to do so will void the warranty. EXCEPT AS SET FORTH ABOVE, LION MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE. Under the above warranties, LION will repair or replace, at its option, any product which does not meet the above warranties. Such repair or replacement will be the purchaser's sole remedy and LION will not be responsible for any incidental, consequential, or other damages based upon or arising in any way from any breach of the warranties contained herein or the purchaser's use of such product. These warranty obligations apply only to any product, part, or component which is returned with prior authorization and proof of purchase, and which LION agrees to be defective as covered by this warranty. The word "product" includes the product itself and any parts or labor furnished by LION with the sales, delivery, or servicing of the product. USEFUL LIFE: The period of time that NFPA 1971 Compliant Structural Firefighter Garments, which have been properly cared for, can be expected to provide reasonable limited protection. Useful life can be as long as 7 to 10 years if Garments have been subject to relatively lower levels of wear and tear and have been consistently maintained in a regular cleaning and maintenance program and stored properly. Useful life of Garments can be as little as 3 to 5 years with heavy wear and tear or improper maintenance and/or storage. In compliance with NFPA 1851, Garments or Garment elements must be retired no more than 10 years from the date of manufacture. A Garment should be retired when the costs of repair would exceed 50% of the replacement cost. DEFECTS IN WORKMANSHIP AND MATERIALS: Defects in Workmanship and Materials means poorly manufactured items including seams, stitching, or components (for example, loose or broken seams; zippers or snaps that fall off or do not function properly); and fabrics or barriers which have such flaws as holes, uneven spots, weak areas, pilling, or other flaws caused by irregularities in their manufacture.
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	EXCEPTIONS TO LIMITED WARRANTY This limited warranty does not cover the following items after receipt of product by end user: A. Claims made after 60 days from the date of shipment for damage to materials; B. Damage or color change from exposure of materials to direct or indirect sunlight or fluorescent light; C.Shade variations among textiles used or shade changes to fabrics caused by wear and tear and/or washing; D.Color loss due to abrasion (creases, folds, pleats, edges, collar points, etc.); E. Damage caused by improper washing, decontamination, disinfecting or maintenance (for example, use of chlorine or petrochemicals to clean); F. Damage caused by repair work not performed to factory specification; G.Damage from routine exposure to common hazards which may cause rips, tears, burn damage, or abrasion; H.Loss of retroreflectivity of reflective trim due to normal wear or heat exposure; I. Detachment of reflective trim due to thread abrasion or heat exposure; J. Replacement of zippers or closures worn partially sealed, or damaged by heavy wear and tear; K. Loss of buttons, snaps, or cuff hem seams
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	It is most common for Personal Protective Equipment to be returned to a LION facility for repair. In the event, the repair is the result of a LION manufacturing/order entry error or Distributor error, the shipment of the garments is covered by LION or Distribution Partner.  LION does offer a warranty that allows for onsite repairs and technician travel for LION Training Products, offered under a separate Sourcewell contract.
50	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?	LION offers warranty repair throughout the US and Canada through a LION TotalCare Market Center or LION Authorized ISP.
51	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?	LION coordinates warranty coverage when returns are necessary due to an upstream supplier issue.



52	What are your proposed exchange and return programs and policies?	<p>RETURNS</p> <p>a. The Customer must contact Supplier Customer Support within forty-five (45) days of receipt of shipment to receive a Return Authorization Number. All returns received without a Return Authorization Number will be held up for processing. Except for defective items:</p> <p>i. Products that have been worn, laundered, altered or soiled are non- returnable;</p> <p>ii. Personalized garments (e.g., with names, letters or heat transfer emblems) are non-returnable;</p> <p>iii. Custom manufactured, custom sizes, made-to-order and special cut products are non-returnable;</p> <p>iv. Products that have been discontinued or redesigned are non-returnable;</p> <p>v. Boots that have been worn are non-returnable;</p> <p>vi. CBRN products are non-returnable.</p> <p>b. Returns must have prior approval from Supplier and marking instructions. Supplier will not accept goods returned without its written permission.</p> <p>c. Return of stock goods are subject to a fifteen percent (15%) restocking fee.</p> <p>d. Custom made-to-order products are not returnable.</p>	*
53	Describe any service contract options for the items included in your proposal.	<p>LION offer programs to extend the life of personal protective equipment. Customers can choose from a customized program specific to the departments operating procedure or from a LION Standard program.</p> <p>Programs include:</p> <p>LION Stay Safe which includes annual advanced cleaning and inspection, repairs covered under warranty or caused by wear and tear, NFPA 1851 documentation and free shipping.</p> <p>1851 Ready includes two advanced cleanings and inspections, itemized repairs, priority scheduling, free shipping and NFPA1851 reporting.</p>	*

**Table 9B: Performance Standards or Guarantees**

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

Line Item	Question	Response *	
54	Describe any performance standards or guarantees that apply to your services	The LION Sales and Service team have implemented KPI's related to both Order Entry and Customer Support relative to order entry lead time, error rates, quote generation, return authorization response time and general inquiry response time. Our team members are held accountable for meeting these performance standards as individuals and as a team. See attached.	*
55	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>LION Manufacturing is measured and held account to KPI's relative to Safety, Lost Time Injuries, Manufacturing lead time, labor and overhead variances and total units produced.</p> <p>LION TotalCare has KPI's relative to gear repair turn times, piece volume moved through each individual facility and quality standard checks.</p>	*

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

Line Item	Question	Response *	
56	Describe your payment terms and accepted payment methods.	Net 30	*
57	Describe any leasing or financing options available for use by educational or governmental entities.	LION can offer leasing through a 3rd party leasing partner.	*
58	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.	Distribution Partner purchase orders are submitted to a LION email that is specific to order support and then distributed for entry by region. The Sourcwell Member ID is included on the purchase order. The LION Order Entry Team Member includes the Sourcwell Member ID in a specific field when entering the order. This information can be verified by a Distribution Partner document that tracks Sourcwell sales as well as opportunities identified in the LION CRM. This information is used to generate a quarterly utilization report and administrative fee payment.	*
59	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, LION will accept p-card procurement at no additional 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 *	
60	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.	A set percentage off list by product category. SKU would not be applicable. List Price documents will be uploaded for each LION product category proposed in this RFP.	*
61	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.	10-35% off list. A document stating product category and discount off list price will be uploaded.	*
62	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts or rebate programs are opportunity/product specific programs that are developed in conjunction with LION Distribution Partners. Programs developed within the contract period would be offered to the end user via the LION Distribution Partner.	*
63	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.	This does not apply to the LION product offering.	*
64	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.	LION PPE Freight is included in the 48 contiguous states. Domestic freight to the freight forwarder is included for export orders.  While LION Training Products are offered on a separate contract be advised that freight is not included. Applicable fees may be charged for inspection, installation, set up and training based on the project.	*
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	PPE Shipping is listed as FOB: Origin for the 48 contiguous states. Orders shipping outside of the US, LION covers freight to the freight forwarder and distribution partner/end user is responsible for shipping to final destination.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska: LION will cover freight to the freight forwarder. Distribution Partner/End User is responsible for shipping costs to final destination.  Hawaii: LION will ship direct to Hawaii via 2 day air or Ocean freight depending on size of shipment.	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Some LION Distribution partners stock LION products. In this situation, the Distribution Partner would be able to offer a shorter lead time. Freight would be determined by Distribution Partner.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
68	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	<p>Product Category</p> <p>Turnout Gear 35% off list</p> <p>Turnout Accessories 35% off list</p> <p>Technical Rescue TR51 35% off list</p> <p>USAR/Tech Rescue_Versa Pro 15% off list</p> <p>Med Pro_Emergency Medical Rescue Wear 15% off list</p> <p>Gloves 10% off list</p> <p>Boots 20% off list</p> <p>Helmets 35% off list</p> <p>Hoods 15% off list</p> <p>CBRN 15% off list</p> <p>Maintenace and Cleaning Services 20% off list</p> <p>See uploaded document.</p> <p>Please note that price lists submitted with this RFP are current pricing. LION will implement a price increase effective February 1, 2024.</p>

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
69	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 part of the self audit process, LION reviews regional Distribution Partner spreadsheets and Customer Relationship Manager (CRM) opportunities to confirm Sourcewell Sales. Pricing transparency is provided with each transaction including reference to the Sourcewell Contract and LION Landing page. In addition, LION has created a specific field in our ERP system where our Order Management Specialist documents the Sourcewell Member ID during the order entry process. LION has assigned a Sourcewell Representative that reviews documentation and creates utilization reporting. The Representative and Supervisor review documentation and reporting prior to submission for payment.
70	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.	LION includes cooperative purchasing education in distribution partner onboarding and continued education. Distribution Partners are required to communicate cooperative purchasing activities quarterly that is verified by quarterly reporting created by LION.  LION has also included cooperative purchase tracking in our CRM. Field Sales Members are required to document cooperative purchasing activities during opportunity generation.
71	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% of sales under the awarded contract

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

Line Item	Question	Response *
72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Personal Protective Equipment including Turnout Gear, Turnout Gear Accessories, Gloves, Helmets, Boots, Hoods, CBRN, USAR Gear, Tech Rescue Gear, Emergency Medical Rescue Gear, Personal Protective Equipment Care and Maintenance Services.
73	Describe available options for customization of the products and/or equipment offered in your proposal.	LION offers custom manufacturing. For Turnout Gear, the Customer has a choice of outershell, thermal liner and moisture barrier, pockets, trim, reinforcements department patches and lettering.
74	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	Sizings are scheduled by a Distribution Partner or LION Team Member with the Department. During a sizing event, garments in a range of sizes are available for department members to try on to get an accurate fit. If additional measuring is necessary, the Sizing Team Member will take critical measurements using a tape measure to insure the proper the sized garment is ordered. Sizing information is documented on a sizing form or in the LION Electronic Sizing Tool. When the order is being submitted using a paper form, the Distribution Partner submits their Purchase Order, Garment Specification and Sizing information. When the Electronic Sizing Tool is used, member information (i.e. name, location, etc) is imported into the software. During the sizing, the Sizing Team member identifies the members record and documents the sizing information. When sizing is complete, the Distribution Partner will submit the order via the Electronic Sizing Tool. The LION Order Entry Team Member will confirm information and submit order into LION system.
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Personal Protective Equipment including Turnout Gear, Turnout Gear Accessories, Gloves, Helmets, Boots, Hoods, CBRN, USAR Gear, Tech Rescue Gear, Emergency Medical Rescue Gear, Personal Protective Equipment Care and Maintenance Services.

**Table 148: 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
7	Protective Clothing	<input checked="" type="radio"/> Yes <input type="radio"/> No	Turnouts and RescueWear. StationWear and Uniforms included in a separate RFP.
77	Helmets and related accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	Helmets and helmet accessories.
78	Other related equipment and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	Personal Protective Equipment that is demonstrated in the LION documentation included with this RFP.
79	Firefighting apparel and station-wear	<input checked="" type="radio"/> Yes <input type="radio"/> No	StationWear and Uniforms included in a separate RFP.
80	Extractors, laundry machines, mechanical dryers, drying and storing racks	<input type="radio"/> Yes <input checked="" type="radio"/> No	LION does not offer these products.
81	Cleaning and decontamination service and maintenance	<input checked="" type="radio"/> Yes <input type="radio"/> No	LION TotalCare
82	Firefighting PPE cleaning supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	LION TotalCare
83	Cleaning equipment for other firefighting equipment and tools	<input type="radio"/> Yes <input checked="" type="radio"/> No	LION does not offer these products.
84	Services Related to the equipment described above	<input checked="" type="radio"/> Yes <input type="radio"/> No	LION TotalCare

### Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, of Specifications that have been accepted by Sourcwell 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 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](#) - LION Discount Off List and List Price Documents.zip - Tuesday January 02, 2024 14:43:44
- [Financial Strength and Stability](#) - Corporate Trade References 2023.pdf - Tuesday January 02, 2024 14:40:52
- [Marketing Plan/Samples](#) - LION Capabilities and Core Beliefs.zip - Wednesday January 03, 2024 10:53:51
- [WMBE/MBE/SBE or Related Certificates](#) - LION Certifications.zip - Tuesday January 02, 2024 14:49:28
- [Warranty Information](#) - UserGuide\_Warranty.pdf - Wednesday January 03, 2024 12:21:49
- Standard Transaction Document Samples (optional)
- [Requested Exceptions](#) - RFP010424 EXCEPTION.pdf - Tuesday January 02, 2024 15:02:14
- [Upload Additional Document](#) - LION Additional Documentation.zip - Wednesday January 03, 2024 12:43:55

## 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. - Melissa Kirk, Distribution Sales Manager, LION

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Fri December 15 2023 12:51 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu December 14 2023 01:51 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Mon December 4 2023 04:00 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu November 30 2023 10:28 AM	<input checked="" type="checkbox"/>	2
Addendum_1_Firefighting_PPE_and_Related_Equipment_Cleaning_RFP_010424 Thu November 9 2023 04:34 PM	<input checked="" type="checkbox"/>	1



**Solicitation Number: RFP #010424****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 Firefighting Personal Protective Equipment with Related Equipment Cleaning 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 27, 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 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 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 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 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.

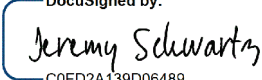
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

## 22. CANCELLATION

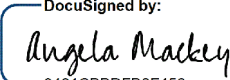
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract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

Sourcewell

L.N. Curtis & Sons

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

4/22/2024 | 1:21 PM CDT  
Date: \_\_\_\_\_

DocuSigned by:  
  
0481CBBD8F8F456...  
By: \_\_\_\_\_  
Angela Mackey  
Title: Director of Customer Service  
Fire/Rescue

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

# RFP 010424 - Firefighting PPE and Related Equipment Cleaning

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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: Nick Lawrence

Email: NLawrence@LNCurtis.com

Phone: 510-499-4112

HST#:

## Submission Details

Created On: Wednesday January 03, 2024 09:05:40

Submitted On: Thursday January 04, 2024 16:27:31

Submitted By: Angela Mackey

Email: amackey@lncurtis.com

Transaction #: 14b197b7-3225-4ab6-96d0-1d95a169b5fd

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 located 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 contract 032620 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 30% market share to a 60% 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 or entered into bankruptcy protection.
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?	<p>a) Curtis is a distributor/dealer/reseller for all brands and models that are included in this proposal.</p> <p>Curtis has a Service Provider business unit that specializes in PPE 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.</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	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, 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).
19	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 *	
20	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.	*
21	What percentage of your sales are to the governmental sector in the past three years	Government/Municipal = 99+%	*
22	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.	*
23	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>	*
24	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 25.** Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Santa Clara Fire Department California	Nicole Gresham Management Analyst	408-615-4944	*
Matsu Borough Fire Department Alaska	Jake Boothby	907-745-4801	*
Fountain Hills Fire Department Arizona	Fire Chief Dave Ott	480-837-9820	*
Santa Fe Springs Fire Department California	Asst. Fire Chief Michael Kozicki	562-944-9713 ex. 3811	

Table 5: Top Five Government or Education Customers

Line Item 26. 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, tools, and PPE, aircraft/crash rescue, hazardous material response, emergency medical services, homeland security, and domestic preparedness 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 products to include firefighting and rescue equipment, PPE, law enforcement and security equipment, special purpose clothing, and related equipment and services for a world-wide 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 Department	Government	California - CA	Provide a wide array of products to include Firefighting gear, Wildland gear, station PPE.	Averages around \$50,000+	Average yearly sales volume totals approximately \$2M+	*
Clark County Fire Department	Government	Nevada - NV	Provide a wide array of products to include Firefighting gear, Wildland gear, station PPE, firefighting tools, heavy rescue, and water flow equipment.	Averages around \$95,000+	Average yearly sales volume totals approximately \$3M+	*
The City of Los Angeles Fire Department	Government	California - CA	Products include firefighting tools, heavy rescue equipment, and water flow 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 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 *
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27	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>
28	Dealer network or other distribution methods.	Other than local, regional, national and international shipping companies, Curtis will deploy no additional distribution channel networks.
29	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 training on a wide array of PPE industry topics; conducts training classes on products and product maintenance and repair procedures; and, offers seminars on specific products and 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 training and on-boarding support, inspection, repair and maintenance services for PPE, Rescue Tools, SCBA, Compressors, Small Engine Repair, and other related products.</li> </ul>

30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p><b>Curtis Procedures for Processing Orders</b></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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31	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>
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Curtis has successfully provided products and services to Sourcewell member agencies under current contract 032620 since 2020. With the sales force detailed in #27 and the service force detailed in #29, Curtis is willing and able to support all Sourcewell users, while maintaining the contract requirements.
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Curtis does not sell into the Canadian market at this time.
34	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>
35	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?	As previously discussed in #34, 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. Curtis will, with manufacturer approval on a case-by-case basis, provide products to members, nation-wide.
36	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.</p> <p>The customer invoice will include actual freight charges as a separate line item. 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 *
37	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.</p> <p>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.</p> <p>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.</p> <p>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 example of a previous Curtis Marketing Plan that was customized to address a specific served-market segment, "Item 32 - Curtis Rescue Tool Marketing Plan."</p>

38	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>
39	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>
40	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 websites 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 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>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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41	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>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>	
42	Describe any technological advances, unique design, and/or feature attributes that your proposed products or services offer.	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 Sourcewell contract through the medium that works best for them.	
43	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 paper-less 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.	
44	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.	
45	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>"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.</p> <p>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.</p> <p>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.</p> <p>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. "</p>	



46	<p>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>	<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>o Firefighter Protective Clothing</li> <li>o Station-Wear</li> <li>o Helmets &amp; Related Accessories</li> <li>o Related Equipment</li> <li>o PPE Cleaning Equipment &amp; Product</li> <li>o PPE-related Services</li> </ul>
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**Table 9A: 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 *
47	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, "Item 47 - Curtis Terms &amp; Conditions of Sales"</p>
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No
49	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.
50	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	All 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. 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.
51	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.
52	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>
53	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 9B: Performance Standards or Guarantees**

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

Line Item	Question	Response *
54	Describe any performance standards or guarantees that apply to your services	<p>Guided by the operating principle of striving to be THE BEST, we have two primary responsibilities:</p> <ol style="list-style-type: none"> <li>1. Ensure that every need of every customer is met...every time, on time</li> <li>2. Respond quickly to customer issues and resolve them efficiently and to the customer's complete satisfaction</li> </ol> <p>Curtis is committed to providing our customers with the required service and product familiarization needed to safely and effectively employ the products and equipment we supply. A sampling of available value-added product familiarization, available through our Curtis Care program, includes:</p> <ul style="list-style-type: none"> <li>• Personal Protective Equipment (PPE) product education and familiarization maintenance, repair and cleaning services</li> <li>• Self-Contained Breathing Apparatus (SCBA) product education, familiarization, fit-testing, and maintenance services</li> <li>• Gas detection product education, familiarization, and maintenance services</li> <li>• Rescue tool product education, familiarization, and maintenance services</li> <li>• Breathing air compressor product education, familiarization and maintenance services</li> <li>• Firefighting training towers and buildings, and Firefighting training prop product education, familiarization, and maintenance service</li> </ul> <p>Curtis stands behind our products and will make things right.</p>
55	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<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>

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

Line Item	Question	Response *
56	Describe your payment terms and accepted payment methods.	Curtis offers 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.
57	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.
58	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>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>See attached "Sourcewell RFP 010424 Sample"</p>
59	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 *
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60	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 60 - 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.	*
61	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.	*
62	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.	*
63	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.	*
64	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.	*
65	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 deliveries are F.O.B. the Curtis' facility or freight prepaid. Unless otherwise agreed in writing, Curtis may, in its sole discretion, select the shipping method, the carrier and the applicable freight charges. 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	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	All deliveries are F.O.B. the Curtis' facility or freight prepaid. Unless otherwise agreed in writing, Curtis may, in its sole discretion, select the shipping method, the carrier and the applicable freight charges. 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.	*

67	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
68	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	See attached pricing

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
69	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.
70	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>
71	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 *
72	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 product specialists who are trained and certified by manufacturers to provide deployment support and, product" training in use, care, maintenance and repair, and safety.</p>
73	Describe available options for customization of the products and/or equipment offered in your proposal.	Typically, PPE are highly customized products, based on the requirements of each department, and sometimes, each firefighter. Curtis' Sales and Product Support teams provide the market with pre-sales product training and education to help define the best materials and optimal design requirements required to meet each department's unique Risk Assessment.
74	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	<p>Curtis' Sales and Product Support Teams provide on-site sizing, when required, for PPE orders at no additional charge. Sizing is accomplished using actual sizing sets. Each firefighter dons sizing samples until a proper fit is identified.</p> <p>Additionally, CurtisCare PPE provides NFPA 1851-compliant PPE inspection, repair and cleaning services. CurtisCare PPE is included in this Curtis proposal.</p>
75	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> <p>1. PERSONAL PROTECTIVE EQUIPMENT (PPE)</p> <ul style="list-style-type: none"> <li>• Firefighter Protective Clothing (structural and proximity [aircraft]) <ul style="list-style-type: none"> <li>o Turnout Jackets</li> <li>o Turnout Pants</li> <li>o Firefighting Boots</li> <li>o Firefighting Gloves</li> <li>o Firefighting Hoods</li> </ul> </li> <li>• Wildland Fire Fighting Protective Gear <ul style="list-style-type: none"> <li>o Wildland Jackets</li> <li>o Wildland Pants</li> <li>o Wildland Boots</li> <li>o Wildland Gloves</li> <li>o Wildland Hoods</li> </ul> </li> <li>• Technical Rescue Protective Gear <ul style="list-style-type: none"> <li>o Tech Rescue Jackets</li> <li>o Tech Rescue Pants</li> <li>o Tech Rescue Boots</li> <li>o Tech Rescue Gloves</li> </ul> </li> <li>• Station-Wear <ul style="list-style-type: none"> <li>o Blouses (shirts)</li> <li>o Jackets</li> <li>o Pants</li> <li>o Footwear</li> <li>o Replacements parts and accessories</li> </ul> </li> <li>• Miscellaneous PPE-related equipment <ul style="list-style-type: none"> <li>o Belts</li> <li>o Packs</li> <li>o Base Layers</li> <li>o Eye Protection</li> <li>o Face Protection</li> <li>o HazMat</li> <li>o Storage, Cleaning, Care &amp; Maintenance</li> <li>o Other</li> </ul> </li> </ul> <p>2. PPE-RELATED SERVICES</p> <ul style="list-style-type: none"> <li>• Pre-sales Support (requirements definition and support to specification development)</li> <li>• Post-Sales Support (sizing, use and care, assistance during deployment, repair, and maintenance)</li> <li>• Inspection, Cleaning &amp; Repair Support (proposal includes providing the membership a Verified Independent Service Provider offering NFPA 1851-compliant inspection, cleaning, and repair of personal protective 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	
76	Protective Clothing	<input checked="" type="radio"/> Yes <input type="radio"/> No	Such as: <input type="radio"/> Turnout Jackets & Pants <input type="radio"/> Firefighting Boots <input type="radio"/> Firefighting Gloves <input type="radio"/> Wildland Jackets & Pants <input type="radio"/> Wildland Boots <input type="radio"/> Wildland Gloves <input type="radio"/> Wildland Helmets <input type="radio"/> Wildland Hoods <input type="radio"/> Tech Rescue Jackets & Pants <input type="radio"/> Tech Rescue Boots <input type="radio"/> Tech Rescue Gloves <input type="radio"/> Tech Rescue Helmets	*
77	Helmets and related accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	Such as: <input type="radio"/> Firefighting Helmets <input type="radio"/> Firefighting Hoods	*
78	Other related equipment and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	Such as: <input type="radio"/> Belts <input type="radio"/> Packs <input type="radio"/> Base Layers <input type="radio"/> Eye Protection <input type="radio"/> Face Protection <input type="radio"/> HazMat <input type="radio"/> Storage, Cleaning, Care & Maintenance	*
79	Firefighting apparel and station-wear	<input checked="" type="radio"/> Yes <input type="radio"/> No	Such as: <input type="radio"/> Station-shirt / Blouses <input type="radio"/> Jackets <input type="radio"/> Pants <input type="radio"/> Footwear <input type="radio"/> Hats <input type="radio"/> Workout Gear <input type="radio"/> Tee Shirts <input type="radio"/> Replacements parts and accessories	*
80	Extractors, laundry machines, mechanical dryers, drying and storing racks	<input checked="" type="radio"/> Yes <input type="radio"/> No	Such as: <input type="radio"/> Extractors <input type="radio"/> Dryers / Drying Cabinets <input type="radio"/> Racks & Accessories	*
81	Cleaning and decontamination service and maintenance	<input checked="" type="radio"/> Yes <input type="radio"/> No		
82	Firefighting PPE cleaning supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No		
83	Cleaning equipment for other firefighting equipment and tools	<input checked="" type="radio"/> Yes <input type="radio"/> No		
84	Services Related to the equipment described above	<input checked="" type="radio"/> Yes <input type="radio"/> No	<ul style="list-style-type: none"> <li>• Pre-sales Support (requirements definition and support to specification development)</li> <li>• Post-Sales Support (sizing, use and care, assistance during deployment, repair, and maintenance)</li> <li>• Inspection, Cleaning &amp; Repair Support (proposal includes providing the membership a Verified Independent Service Provider offering NFPA 1851-compliant inspection, cleaning, and repair of personal protective equipment)</li> </ul>	

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

**Line Item 85. 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 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 RFP 010424 Firefighting PPE Product Catalog CURTIS \_FINAL.xlsx - Thursday January 04, 2024 16:26:32
  - [Financial Strength and Stability](#) - Curtis Financial Statements 12312023.pdf - Wednesday January 03, 2024 16:08:24
  - [Marketing Plan/Samples](#) - Curtis Brochure.pdf - Thursday January 04, 2024 15:57:48
  - [WMBE/MBE/SBE or Related Certificates](#) - ECMS Service Guarantee 2021.pdf - Thursday January 04, 2024 15:58:41
  - [Warranty Information](#) - Item 47 - Curtis Terms & Conditions of Sales.pdf - Thursday January 04, 2024 14:51:49
  - [Standard Transaction Document Samples](#) - Sourcewell RFP 010424 Sample.pdf - Thursday January 04, 2024 16:12:24
  - Requested Exceptions (optional)
  - [Upload Additional Document](#) - Curtis-Sales-Territories-Map.pdf - Thursday January 04, 2024 13:25:02

## 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, L.N. Curtis & sons

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Fri December 15 2023 12:51 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu December 14 2023 01:51 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Mon December 4 2023 04:00 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu November 30 2023 10:28 AM	<input checked="" type="checkbox"/>	2
Addendum_1_Firefighting_PPE_and_Related_Equipment_Cleaning_RFP_010424 Thu November 9 2023 04:34 PM	<input checked="" type="checkbox"/>	1

SUPPLIER	PRODUCT	DISCOUNT OFF LIST	COOP CONTRACT	CONTRACT (PRODUCT) CATEGORY
5.11 Tactical	Clothing	30%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.d. Firefighting Apparel & Station-wear
Avon/Team Wendy	Helmets	5%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.b. Helmets, Hoods
Blackinton	Badges	10%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.c. Related Equipment & Accessories
Bullard	Helmets, Wildland	25%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.b. Helmets, Hoods
Circul-Air	Garment Washers, Dryers and Accessories	5%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.e. Extractors, Laundry Machines, Mechanical Dryers, Drying & Storage Racks
Crew Boss	Clothing, Rescue	5%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.a. Protective Clothing
Crew Boss	Clothing, Wildland	5%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.a. Protective Clothing
Crew Boss	Clothing, Station Wear	5%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.d. Firefighting Apparel & Station-wear
CurtisCare	Care & Maintenance, PPE	2%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.c. Related Equipment & Accessories
Danner/LaCrosse	Boots, Wildland	25%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.a. Protective Clothing
Danner/LaCrosse	Boots, Station	25%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.d. Firefighting Apparel & Station-wear
DFND	Clothing, Base Layer	5%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.c. Related Equipment & Accessories
DuPont	Clothing, HAZMAT Ensembles	20%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.c. Related Equipment & Accessories
ESS Goggles	Eye Protection	5%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.c. Related Equipment & Accessories
Fire Innovations	Belts, Ladder	5%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.c. Related Equipment & Accessories
Firecraft	Gloves, Extrication	5%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.a. Protective Clothing
Firecraft	Gloves, Firefighting	5%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.a. Protective Clothing
Firecraft	Gloves, Wildland	5%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.a. Protective Clothing
Gemtor	Belts, Ladder	10%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.c. Related Equipment & Accessories
Globe	Turnout Ensembles (all styles)	37%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.a. Protective Clothing
Globe	Accessories, Turnouts	10%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.a. Protective Clothing
Globe Footgear	Boots, Firefighting	27.5%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.a. Protective Clothing
Innotex	Hoods, Wildland	31%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.a. Protective Clothing
Kappler	Clothing, HAZMAT Ensembles	5%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.c. Related Equipment & Accessories
Kenetrek Boots	Boots, Wildland	20%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.a. Protective Clothing
Lakeland	Clothing	10%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.a. Protective Clothing
Mechanix	Gloves	10%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.a. Protective Clothing
MSA	Helmets, Fire & Rescue	25%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.b. Helmets, Hoods
PGI	Clothing, Wildland	20%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.a. Protective Clothing
PGI	Hoods, Firefighting	10%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.b. Helmets, Hoods
PGI	Hoods, Wildland	10%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.b. Helmets, Hoods
Ram Air Gear Dryer	Gear Dryers and Accessories	5%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.e. Extractors, Laundry Machines, Mechanical Dryers, Drying & Storage Racks
Redback	Boots, Station	10%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.d. Firefighting Apparel & Station-wear
Revision	Eye Protection	10%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.c. Related Equipment & Accessories
Ringers	Gloves	15%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.a. Protective Clothing
Ringers	Gloves, Extrication	10%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.a. Protective Clothing
Shelby	Gloves, Extrication	20%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.a. Protective Clothing
Shelby	Gloves, Firefighting	18%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.a. Protective Clothing

SUPPLIER	PRODUCT	DISCOUNT OFF LIST	COOP CONTRACT	CONTRACT (PRODUCT) CATEGORY
Shelby	Gloves, Wildland	20%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.a. Protective Clothing
Tech Trade (Pro-tech)	Gloves, Extrication	5%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.a. Protective Clothing
Tech Trade (Pro-tech)	Gloves, Firefighting	5%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.a. Protective Clothing
Tech Trade (Pro-tech)	Gloves, Wildland	5%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.a. Protective Clothing
Under Armor	Clothing, Base, Mid and Outer Layers	10%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.c. Related Equipment & Accessories
Whites Boots	Boots, Wildland	10%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.a. Protective Clothing
Workrite Uniforms	Clothing, Station Wear	5%	Sourcewell 010424 - Firefighting PPE and Related Equipment Cleaning	1.d. Firefighting Apparel & Station-wear

**Solicitation Number: RFP 010424****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Morning Pride Manufacturing L.L.C., also known as Honeywell First Responder, 1 Innovation Ct., Dayton, OH 45414 (Supplier).

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

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

**1. TERM OF CONTRACT**

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

B. EXPIRATION DATE AND EXTENSION. This Contract expires March 27, 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.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11, 12 and 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. LIMITED WARRANTY. Supplier warrants that the Products will be free from material defects in workmanship and materials for the relevant period of time published by Supplier on the relevant Product website or twelve (12) months from shipment, whichever is shorter (the "Warranty Period"). This limited warranty does not cover defects caused by normal wear and tear or maintenance. Supplier's sole liability and Sourcewell and the Participating Entities' exclusive remedy, which shall be determined in Supplier's sole discretion, is limited to replacement or repair of the relevant Product(s) or a credit for the purchase price of the relevant Product, less depreciation. The Warranty Period does not restart for repaired or replacement Products, and any repaired or replacement Products will only be warranted for the remainder of the original Warranty Period, if any. 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.

THIS WARRANTY IS VOID WITH RESPECT TO ANY PRODUCT THAT IS: (i) altered or repaired by anyone other than Supplier's authorized employees or agents; (ii) installed, used, serviced, maintained, repaired, handled, transported, packaged, stored, operated, or tested in a manner that is improper or fails to conform with this Contract or Supplier's documentation, instructions or training; (iii) lost or damaged, tampered with, or destroyed due to: (A) misuse, abuse, rough or negligent treatment of any Product (including damage during shipment back to Supplier caused by improper packaging on return); (B) an act of God (including lightning or related voltage surges), accident, fire, contamination, foreign object damage, or other hazard; or (C) any other cause not within Supplier's control; or (iv) made or provided by a third party.

SOURCEWELL AND THE PARTICIPATING ENTITIES' EXCLUSIVE REMEDIES AND SUPPLIER'S SOLE LIABILITY AS TO ANY WARRANTY CLAIM ON ANY PRODUCT OR SERVICE SOLD IN CONNECTION WITH THIS CONTRACT IS AS SET FORTH IN THIS SECTION. SUCH REMEDIES ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF SUPPLIER, INCLUDING ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE

DELIVERY, USE, OR PERFORMANCE OF THE PRODUCT OR SERVICE. CREDIT, REPAIR OR REPLACEMENT (AT SUPPLIER'S OPTION) IS THE SOLE REMEDY PROVIDED HEREUNDER. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON SUPPLIER UNLESS SET FORTH IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE. THE EXPRESS WARRANTIES STATED HEREIN DO NOT APPLY TO PRODUCTS THAT ARE NORMALLY CONSUMED IN OPERATION OR WHICH HAVE A NORMAL LIFE INHERENTLY SHORTER THAN THE STATED WARRANTY, INCLUDING CONSUMABLE ITEMS, AND SPARE PARTS NOT MANUFACTURED BY SUPPLIER. THIS LIMITED WARRANTY SHALL BE VOID IF SOURCEWELL OR ITS PARTICIPATING ENTITIES USE COUNTERFEIT OR REPLACEMENT PARTS THAT ARE NEITHER MANUFACTURED NOR APPROVED FOR USE BY SUPPLIER IN ITS MANUFACTURED PRODUCTS, OR FOR ANY PRODUCTS OR SERVICES USED IN CONTRAVENTION OF THE ACCEPTABLE USE TERMS OF THIS CONTRACT. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, SUPPLIER MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, NON-INFRINGEMENT AND SATISFACTORY QUALITY. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON SUPPLIER UNLESS SET FORTH IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE.

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. Supplier's authorized dealers, distributors, and resellers shall not be considered Supplier's agents.

### **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 Price, 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 if confirmed by Sourcewell to have been executed correctly and provided any requested Product additions are within scope of the original Request for Proposal.

## **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 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 AND LIMITATION OF LIABILITY**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from third party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, to the extent caused solely by negligence or willful misconduct in the performance of this Contract by the Supplier or its agents or employees; this indemnification is limited to injury or death to person(s) or damage to property. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

SUPPLIER SHALL NOT BE LIABLE FOR ANY INCIDENTAL CONSEQUENTIAL, SPECIAL, PUNITIVE, STATUTORY, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUES, OR USE, OR THE LOSS OR CORRUPTION OF DATA, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EXCEPT FOR INDEMNIFICATION AS PROVIDED ABOVE, THE AGGREGATE LIABILITY OF SUPPLIER FOR CLAIMS ARISING OUT OF OR RELATED TO THIS CONTRACT IS LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE PRICE OF PRODUCTS PURCHASED BY THE APPLICABLE PARTICIPATING ENTITY UNDER THIS CONTRACT DURING THE TWENTY-FOUR (24) MONTHS PRECEDING THE CLAIM OR FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), WHICHEVER IS GREATER. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT, OPERATION OF LAW, OR OTHERWISE. SUPPLIER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE WHERE THAT LIABILITY ARISES AS A RESULT OF ITS KNOWLEDGE (WHETHER ACTUAL OR OTHERWISE) OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

## 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 the trademark(s) provided to Sourcewell by Supplier 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.** Supplier will, at its own expense, carry and maintain in force at all times from the effective date of this Contract through expiration or termination, the following insurance. It is agreed, however, that Supplier has the right to insure or self-insure any of the insurance coverages listed below:

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

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 an authorized representative of 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.

## **19. COMPLIANCE**

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

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

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

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional

requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

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

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess



of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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

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

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

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

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

and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier 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.

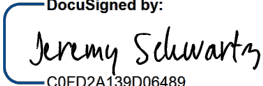
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

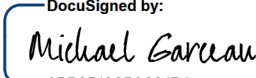
## **22. CANCELLATION**

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. However, Sourcwell 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.

Sourcwell

Morning Pride Manufacturing L.L.C., also known as Honeywell First Responder

DocuSigned by:  
  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
5/9/2024 | 8:12 PM CDT  
Date: \_\_\_\_\_

DocuSigned by:  
  
ABD8548CB0C34B1...  
By: \_\_\_\_\_  
Michael Garceau  
Title: President PPE  
5/9/2024 | 2:18 PM MST  
Date: \_\_\_\_\_

# RFP 010424 - Firefighting PPE and Related Equipment Cleaning

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## Vendor Details

Company Name: Morning Pride MFG dba Honeywell First Responder  
1 Innovation Court  
Address: DAYTON, Ohio 45414  
Contact: Travis Mikalauskas  
Email: travis.mikalauskas@honeywell.com  
Phone: 937-581-5508  
HST#: 31-1608763

## Submission Details

Created On: Thursday November 30, 2023 11:48:27  
Submitted On: Thursday January 04, 2024 15:00:00  
Submitted By: Travis Mikalauskas  
Email: travis.mikalauskas@honeywell.com  
Transaction #: 287a1e17-2520-425f-9274-e0d1bb3cbd7c  
Submitter's IP Address: 155.190.22.1

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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")	Morning Pride Manufacturing L.L.C., also known as Honeywell First Responder Products	*
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.	Morning Pride Manufacturing L.L.C., also known as Honeywell First Responder Products	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	31-1608763	*
5	Proposer Physical Address:	1 Innovation Ct. Dayton, Ohio 45414	*
6	Proposer website address (or addresses):	<a href="https://sps.honeywell.com">https://sps.honeywell.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):	Michael Garceau President, PPE 855 St. Mint Street Charlotte, NC 28202 michael.garceau@honeywell.com 763-203-5585	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Heather Ramsey- Bid/Contracts 1 Innovation Ct. Dayton, Ohio 45414 937-410-7425	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Travis Mikalauskas- Sales Manager 1 Innovation Ct. Dayton, Ohio 45414 937-581-5508	

**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.	Morning Pride Manufacturing has been providing the highest of quality turnout coats and pants since 1921. In 2006, the Total Fire Group was formed, creating a head-to-toe solution with American Firewear hoods and gloves, Pro Warrington Boots, and Ben and Liteforce helmets. In 2008, Honeywell purchased the Total Fire Group. Honeywell (Honeywell First Responder Products) has been manufacturing Morning Pride turnout gear, Pro Warrington boots, Honeywell boots, Ben and Liteforce helmets, and Honeywell hoods. Widely recognized, innovative, and high quality products are at the core of what Honeywell First Repsponders and Morning Pride value ourselves.
11	What are your company's expectations in the event of an award?	Honeywell First Responder expects to offer our full catalogue of products via existing network of dealers that are authorized to sell HFR products.
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.	Here's the investor relations site <a href="https://investor.honeywell.com/">https://investor.honeywell.com/</a> Investor Relations   Honeywell International Inc. The Investor Relations website contains information about Honeywell International Inc.'s business for stockholders, potential investors, and financial analysts. <a href="https://investor.honeywell.com/node/45116/html">https://investor.honeywell.com/node/45116/html</a> <a href="https://investor.honeywell.com/sec-filings/sec-filing/10-k/0000773840-23-000013">https://investor.honeywell.com/sec-filings/sec-filing/10-k/0000773840-23-000013</a> 0000773840-23-000013   10-K   Honeywell International Inc. The Investor Relations website contains information about Honeywell International Inc.'s business for stockholders, potential investors, and financial analysts.
13	What is your US market share for the solutions that you are proposing?	18% - 22%
14	What is your Canadian market share for the solutions that you are proposing?	10%
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?	HFR is a manufacturer. We have a dealer network of over 100 authorized dealers who sell our products. We have dealer coverage in each state. They are third party employees of their respective companies.  HFR also has a dedicated sales team of ten factory sales reps across the country. Their job is to work with dealer network and end users to educate and provide solutions for HFR products.
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.	ISO 9001- Quality of Management standards
18	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	All products are certified to NFPA 1971
19	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 *	
20	Describe any relevant industry awards or recognition that your company has received in the past five years	Corporate Awards For Excellence In Corporate Social Responsibility, August 2022- <a href="https://piib.gov.in/PressRelease/framePage.aspx?PRID=1852885">https://piib.gov.in/PressRelease/framePage.aspx?PRID=1852885</a> Fortune World's Most Admired, February 2022- <a href="https://fortune.com/company/honeywell-international/worlds-most-admired-companies/">https://fortune.com/company/honeywell-international/worlds-most-admired-companies/</a> Security Sales And Integration, Supplier Stellar Services Awards, December 2021- <a href="https://www.securitysales.com/business/winners-ssi-2021-supplier-stellar-service-awards/">https://www.securitysales.com/business/winners-ssi-2021-supplier-stellar-service-awards/</a> Forbes World's Best Employers, October 2021- <a href="https://www.forbes.com/lists/worlds-best-employers/#5a3df70e1e0c">https://www.forbes.com/lists/worlds-best-employers/#5a3df70e1e0c</a> World's Most Innovative, March 2021- <a href="https://www.fastcompany.com/company/honeywell">https://www.fastcompany.com/company/honeywell</a>	*
21	What percentage of your sales are to the governmental sector in the past three years	Between municipal and military, roughly 95% of sales were to governmental sector.	*
22	What percentage of your sales are to the education sector in the past three years	Education sector (community colleges) etc, roughly 1% of sales.	*
23	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?	New Jersey State Contract- \$ 3 Million New York State Contract- \$ 7 Million	*
24	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 25.** Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Municipal Emergency Services	Jim Walter	203-364-0620	*
Hi Tech Fire and Safety	Karen Emory	631-777-5170	*
Delta Fire and Safety	Eric Currie	409-724-1055	*

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

**Line Item 26.** 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 *	
Fire Department of New York (FDNY)	Government	New York - NY	EMS coat and pant firefighting hoods firefighting helmets and fronts firefighting boots	EMS coat and pant 170 sets per order. Hoods 300 per order. Helmets and fronts 300 per order. Boots 300 per order.	\$8.5 M	*
Prince George's County, MD	Government	Maryland - MD	firefighting coat and pant firefighting helmets firefighting rubber and leather boots	coat and pant, helmets, and boots 300 sets per order	\$3.3 M	*
Cincinnati Fire Department, OH	Government	Ohio - OH	firefighting coat and pant firefighting boots	coat and pant 300 sets boots 100 per order	\$2.4 M	*
Virginia Beach Fire Department, VA	Government	Virginia - VA	firefighting coat and pant firefighting helmets	coat and pant 200 sets per order helmets 100 per order	\$1.75 M	*
Austin Fire Department	Government	Texas - TX	firefighting coat and pant firefighting helmets	coat and pant 150 sets per orders helmets 100 per order	\$1.5 M	*



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

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

Line Item	Question	Response *	
27	Sales force.	Ten full time regional sales managers located across US and Canada in order to provide high level of education and technical support to end users and dealer network.	*
28	Dealer network or other distribution methods.	Dealer network of 100+ distributors located in US and Canada. Full coverage of each state and province.	*
29	Service force.	Inside quote team/sales support team of manger and eight team members that strategically provide support to regional sales manager and distribution network.  Customer service team of ten members and manager that provide after sale support. Answers on order status, credits, etc.  Quality team of manager and four team members who work with distribution for any return authorization needs.	*
30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Ordering process managed by dealer. Dealer will work with regional sales manager or independently to create specifications for end user. Request submitted for official quote from internal quote team when needed. Once quote is provided, dealer can submit PO via his/her company with product, quantity, price, specification to be manufactured and/or delivered. Order submitted via website and handled by customer service team to be entered.	*
31	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.	Quote requests to be handled and returned in up to 48 hours. Customer service requests handled within 24-48 hours. Repair authorizations to be handled within 24-48 hours.  HFR uses internal ticketing program that tracks and grades length of time tickets have been open and when closed. Internal metrics drive for continuous improvement.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	HFR has 100% certainty and willingness to provide our catalogue of products to participating entities. Multiple requests in past have been made to have HFR become a participating entity for this contract.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	HFR has 100% certainty and willingness to provide our catalogue of products to participating entities. Multiple requests in past have been made to have HFR become a participating entity for this contract.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	HFR plans to serve the entire US and Canadian landscape.	*
35	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?	n/a	*
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	n/a	*

**Table 7: Marketing Plan**

Line Item	Question	Response *	
37	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.	We plan to promote this through our distribution network. I will send several information eblast to a total of 485 contacts.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We currently use email blasts, Facebook, linked in, and Instagram to promote Morning Pride products. We will use these same methods to promote we are now available on Sourcewell. We have several Morning Pride accounts on social media that add up to over 2K contacts for Facebook alone	*
39	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 will promote that we are gaining business through Sourcewell which will help to get the word out. We want the ability to use Sourcewell as a tool to gain more orders and ease of doing business.	*
40	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.	Our products are custom made products. We currently do not use a e-procurement method due to the customization. Sourcewell will allow the ease of doing business by having products available through this tool.	*

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
41	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.	HFR offers 1851 inspection and cleaning educational classes. Training can be on site or at our facility in Dayton, OH. HFR offers 1851 basic repair educational classes. Training can be on site or at our facility in Dayton, OH.  Costs for each service range from covered by HFR to service fee. Depending on several factors.
42	Describe any technological advances, unique design, and/or feature attributes that your proposed products or services offer.	Firefighting coat and pant- Utilizes original "Tails" design that is mimicked in industry. Provides shorter front/longer back. Allows for less weight in garment, great flexibility when bending, climbing, etc. Creates less stressful garment that helps to fight against firefighter fatigue, physiological stress.
43	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.	Morning Pride uses X9 material for thermal reinforcements in firefighting coat and pant. The X9 material is recycled virgin thermal liner and outer shell that is grinded, blended, and sewn back together to provide thermal reinforcement for coat and pant.  Also, roughly 2020 Morning Pride Manufacturing switched from incandescent to LED lighting in all of its manufacturing facility in Dayton, OH.
44	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.	None
45	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.	Hi-Tech Fire & Safety - Karen Mandel - 631-777-5170 120 Toledo Street Farmingdale, NY 11735  Northeast Rescue Systems - Dot O'Connor- 617-325-3993 280 Milton St, Dedham, MA 02026  Leo M. Ellebracht Co.- Therese Dewald - 636-332-6985 104 Mullach Court Suite 1028 Wentzville, MO 63385  Jerry Ingram - Miekko Giblin- 913-709-7652 10000 Marshall Drive #57 Lenexa, KS 66215  Skylands Area Fire Equipment- Justine Grivalsky- 973-579-3473 23 Hamburg Turnpike, Unit A Riverdale NJ 07457  Fire Chasers Fire Equipment Co.- Anna Dugan -240-580-0913 311 White Oak Lane Frostburg, MD 21532
46	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?	HFR offers a wide variety of the highest quality firefighting PPE across US and Canada. Widely recognized brands and technology that have been keeping a large percentage of the firefighting service safe for decades. We are able to combine that with best-in-class lead times to provide solutions to fit a department and end user needs.

**Table 9A: 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 *
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47	Do your warranties cover all products, parts, and labor?	<p>Warranties</p> <p>For Morning Pride® Models and Honeywell Protective Products: Honeywell warrants that all Morning Pride® TAILS™, VIPER, EDGE, RANGER, VE, and Honeywell protective products are free from defects in material and workmanship for the useful life of the product. This warranty specifically excludes accidental damage (acid, tears on nails, etc.), intentional or unintentional abuse, natural disasters, damage caused by disregard of care instructions, and normal wear. Products considered to be defective should be returned to an authorized distributor at owner's expense for inspection. The product will be either repaired or replaced at the discretion of Honeywell. It is recommended that the user frequently inspect and properly maintain these products in order to provide the designed levels of NFPA protection. Honeywell warrants that Morning Pride® by Honeywell FYR-Glass helmet shells are free from defects in material and workmanship for a period of 5 years from the date of manufacture when used for normal firefighting and related operations. This warranty does not cover accidental damage, intentional or unintentional abuse, natural disasters, damage caused by disregard of care instructions and normal wear. Training Damage – This helmet meets the NFPA 1971 standard for high convective and radiant heat resistance. These tests will damage the helmet. To avoid similar damage in training exercises (flashover and/or high heat training), always use an aluminized helmet cover. Any heat damage to a helmet without an aluminized cover during such training voids all warranties, express or implied. END USER IS STRONGLY CAUTIONED not to install any accessory piercing the shell. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE.</p> <p>For Footwear: Honeywell warrants that all PRO Series, Ranger Series and Honeywell protective footwear products manufactured and/or distributed by Honeywell First Responder Products, or its authorized distributors are free from any defects in material or workmanship for a period of two years from the factory purchase date (with proof of purchase), or two years from the date of manufacture otherwise. Products considered to be defective should be returned to an authorized distributor at owner's expense for inspection. The product will be replaced at the discretion of Honeywell. Any replacement will be for the same size and style, or similar style, if exact replacement is not available. This warranty covers normal firefighting use only. This warranty specifically excludes accidental damage (acid, tears on nails, etc.), intentional or unintentional abuse, natural disasters, damage caused by disregard of care instructions, exposure to a substance or environment that degrades the product and normal wear. It is recommended that the user frequently inspect and properly maintain these products in order to provide the designed levels of NFPA protection. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE.</p>	*
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Normal wear and tear will void the warranty	*
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	N/A product would be shipped to proper location for inspection and repair/replacement as necessary.	*
50	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	*
51	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?	Passed on to the original equipment manufacturer.	*
52	What are your proposed exchange and return programs and policies?	Custom items no return. Accessories/stocked items have up to 20% restocking after 30 days of sale.	*
53	Describe any service contract options for the items included in your proposal.	N/A	*

**Table 9B: Performance Standards or Guarantees**

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

Line Item	Question	Response *
54	Describe any performance standards or guarantees that apply to your services	NFPA 1971 Paulson or ESS NFPA 1971 goggles EZ-Flips™ (NFPA 1971, 2013 Edition and ANSI Z87.1+) [Yesterday 12:36 PM] Walker, Matt NFPA 1971 - Structural FFNFPA 1992 - Liquid Splash NFPA 1971 NFPA 1992 CSA and Mustard HD Protocol TOP-8-2-501 (1 hr)
55	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Honeywell Operating System

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

Line Item	Question	Response *
56	Describe your payment terms and accepted payment methods.	Purchases will be made via dealer network. Payment methods accepted from dealers to HFR include check or ACH.
57	Describe any leasing or financing options available for use by educational or governmental entities.	Distribution network has used multiple local and national lease purchase/finance options and this will continue to be an option for dealer network and end users.
58	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.	Any documentation needed will be provided by dealer conducting the sale.
59	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?	Any P-card acceptance will be determined by individual dealer at time of sale.

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 *	
60	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.	Discount from 2024 price list	*
61	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.	-20% off 2024 List Price for all products	*
62	Describe any quantity or volume discounts or rebate programs that you offer.	N/A	*
63	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.	All products are discount from list.	*
64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	None	*
65	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 will be handled via distributor involved in sale.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Use all major carriers i.e.- UPS and FED EX	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

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

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
69	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.	All quotes using Sourcewell will have unique quote number to identify the sales made. Monthly reports to be ran to determine volume of sales done via Sourcewell that have this quote number attached. HFR to make payments to Sourcewell reflecting this data.
70	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.	1. Number of quotes issued with Sourcewell quote number 2. Number of PO's containing Sourcewell quote number. 3. Total revenue of PO's containing Sourcewell quote number.
71	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.)	Proposed 1% administrative fee.

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

Line Item	Question	Response *
72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Turnout Coat and Pant Helmets Boots Hoods Suspenders EMS/USAR coat and Pant PPE Tracking Software
73	Describe available options for customization of the products and/or equipment offered in your proposal.	Turnout coat/pant, Helmets, EMS/USAR coat/pant fully customizable
74	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	Sizing and fitting best accomplished using sizing gear and tape measure. Coat and pant has ability to be altered two sizes in either direction for chest and waist. A wider range of alteration ability on remaining sizes ( sleeve length, coat length, pant inseam, pant crotch rise)
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A

**Table 148: 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.

	Category or Type	Offered*	Comments
76	Protective Clothing	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Morning Pride Tails coat and pant Morning Pride Viper Morning Pride Rescue and Recovery (RAR) Multi Response Gear (MR1/MR2)
	Helmets and related accessories	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Ben 2 Low Rider Ben 3 Lite Force Low Rider
78	Other related equipment and accessories	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Pro Warrington Boots Honeywell Boots Honeywell Hoods FIRST Software PPE Tracking System
79	Firefighting apparel and station-wear	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A
80	Extractors, laundry machines, mechanical dryers, drying and storing racks	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	N/A
81	Cleaning and decontamination service and maintenance	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A
82	Firefighting PPE cleaning supplies	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	N/A
83	Cleaning equipment for other firefighting equipment and tools	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A
84	Services Related to the equipment described above	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	N/A

### 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 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](#) - 2024 Morning Price Pride Lists.pdf - Wednesday January 03, 2024 15:11:08
  - Financial Strength and Stability (optional)
  - Marketing Plan/Samples (optional)
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Warranty Statement.pdf - Wednesday January 03, 2024 14:54:06
  - Standard Transaction Document Samples (optional)
  - [Requested Exceptions](#) - RFP\_010424\_Firefighting\_PPE with Related\_Equipment\_Cleaning\_Contract\_Template HON Redlines.docx-Thursday January 04, 2024 14:49:45
  - Upload Additional Document (optional)



## 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. - Travis Mikalauskas, Sales Leader, Honeywell First Responder

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



☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Fri December 15 2023 12:51 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu December 14 2023 01:51 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Mon December 4 2023 04:00 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu November 30 2023 10:28 AM	<input checked="" type="checkbox"/>	2
Addendum_1_Firefighting_PPE_and_Related_Equipment_Cleaning_RFP_010424 Thu November 9 2023 04:34 PM	<input checked="" type="checkbox"/>	1

**Honeywell First Responder Products**

#1 Innovation Court  
Dayton, OH 45414

800-688-6148  
937-264-2677 Fax

[www.HoneywellFirstResponder.com](http://www.HoneywellFirstResponder.com)

## Firefighting PPE and Related Equipment Cleaning # 010424-MNP

Pricing for contract # 010424-MNP offers Sourcewell participating agencies the following discount.

- -20% discount off list price



**MORNING PRIDE**

**Solicitation Number: RFP #010424****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 Firefighting Personal Protective Equipment with Related Equipment Cleaning 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 27, 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 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 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 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 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 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.

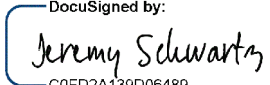
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

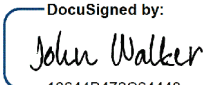
## 22. CANCELLATION

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

DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 3/29/2024 | 6:33 AM CDT

DocuSigned by:  
  
By: 10644B472C64440...  
John Walker  
Title: CFO  
Date: 3/28/2024 | 1:24 PM CDT

# RFP 010424 - Firefighting PPE and Related Equipment Cleaning

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## Vendor Details

Company Name:	Municipal Emergency Services Inc
Does your company conduct business under any other name? If yes, please state:	Lawmen Supply Company of New Jersey Inc.
Address:	12 Turnberry Ln 2nd Floor Sandy Hook, CT 06482
Contact:	Seth Cosans
Email:	seth.cosans@mesfire.com
Phone:	410-960-2600
Fax:	410-960-2600
HST#:	651051374

## Submission Details

Created On:	Tuesday December 05, 2023 10:08:35
Submitted On:	Wednesday January 03, 2024 11:39:54
Submitted By:	Chanda Riddick-Yamoah
Email:	criddick@mesfire.com
Transaction #:	2515c576-f9a8-4788-ac9d-b7f325ba17f5
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 T4MGJ9BU63J6	*
5	Proposer Physical Address:	12 Turnberry Lane 2nd FL 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 203-304-4102	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Chanda Riddick-Yamoah Contracts Manager 12 Turnberry Lane, 2nd FL Sandy Hook, CT 06482 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. 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>MES is 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 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>Our numerous awards and expanding customer base indicates a successful track record and continuous trust within the industry. An award with Sourcewell 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 Sourcewell 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.	Attached are our financial statement and letter of reference from our bank.	*
13	What is your US market share for the solutions that you are proposing?	30%	*
14	What is your Canadian market share for the solutions that you are proposing?	.05%	*
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?	Municipal Emergency Services, Inc. is a distributor. As a distributor of first responder and public safety equipment, MES has the authorization from the vendors are provided in this quote to sale, service, and/or install the equipment purchased for the Sourcewell membership with the exception of a few areas due to regional restrictions.	*



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.	n/a	*
18	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	MES ensures the vendors selected for our customer's comply to the NFPA standards and regulations for their products, materials, and service. We require submission of testing reports, material analyses, and examination reports if applicable. MES examines the submitted data prior to offering the products or services to our customers. We also ensure annual recertifications are completed and submitted to ensure compliance.	
19	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 *	
20	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.	*
21	What percentage of your sales are to the governmental sector in the past three years	95%. MES supports and supplies local, county, city and state government agencies which comprises the majority of all sales.	*
22	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.	*
23	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	*
24	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 \$21,000,000	*

**Table 4: References/Testimonials**

**Line Item 25.** Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Aurora	Mathew Wasserburger, Assistant Director-Fire Management Services Divisions	303-739-7332	*
West Metro Fire and Rescue	Fire Chief Don Lombardi	303-989-4307	*
Sacramento Metropolitan Fire District	Robert Sestito Safety Specialist - Training Division	916-859-4393	*

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

**Line Item 26.** 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 *	
Miami Dade Fire Rescue	Government	Florida - FL	Firefighting PPE & Cleaning Equipment	\$82,563	\$6,902,498	*
San Diego Fire	Government	California - CA	Firefighting PPE & Cleaning Equipment	\$52,687	\$6,885,593	*
LA County Fire	Government	California - CA	Firefighting PPE & Cleaning Equipment	\$48,921	\$6,315,636	*
Sacramento Metro Fire	Government	California - CA	Firefighting PPE & Cleaning Equipment	\$48,982	6,336,685	*
Houston Fire	Government	Texas - TX	Firefighting PPE & Cleaning Equipment	\$37,860	6,117,056	*



**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 *
27	Sales force.	MES has increased our sales force to 200 Sales Representatives. Our Sales force is growing to support our expanding customer base. The trust and reliance from our customers to supply top quality products and service continues to have fueled our year over year growth. 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. Our turnkey support team also includes regional office support throughout the US to address customer inquiries and respond to order requests effectually and quickly.
28	Dealer network or other distribution methods.	MES is the distributor/dealer for the products listed in this bid.
29	Service force.	MES has increased our service support from slightly under 100 in 2019 to 134 service technicians. Our service technicians are equipped with mobile vans, tools, and manufacturer certifications to address customer needs and requests.
30	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 locate the product ordered and deliver as per the lead-time requested.
31	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.
32	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.
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	MES has established a regional office in the Quebec territory of Canada. Our plans include supporting this area as well as neighboring cities for specific products. As our sales grow in this area, MES will identify additional products to offer in Canada. Our support and products are limited to the east of Canada excluding Vancouver and other western provinces.
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	In the US, we are unable to fully service NH, Maine, and Wisconsin. In Canada, we are unable to fully service Vancouver and other western provinces.
35	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.
36	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 *
37	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.
38	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.
39	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.
40	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 (www.mesfire.com). 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 *	
41	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.	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.	*
42	Describe any technological advances, unique design, and/or feature attributes 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.	*
43	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	*
44	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	*
45	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	*
46	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?	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.	*

**Table 9A: 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 *	
47	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.	*
48	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.	*
49	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.	*
50	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 Vancouver, Canada or other western provinces. 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.	*
51	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.	*
52	What are your proposed exchange and return programs and policies?	Goods received damaged or defection will be repaired or replaced based on the guidelines and terms of the warranty.	*
53	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 9B: Performance Standards or Guarantees**

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

Line Item	Question	Response *	
54	Describe any performance standards or guarantees that apply to your services	MES offers best in class service and guarantee of all service work which is supported by a warranty of the service completed.	*
55	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	MES tracks the number of service calls and the type of repair work completed to offer feedback and internal analyses of products and services. Metrics and KPI's not meeting our internal targets are reviewed with our vendors to address improvements.	*

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

Line Item	Question	Response *	
56	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.	*
57	Describe any leasing or financing options available for use by educational or governmental entities.	Yes. Leasing is available with Community Leasing Partners. For turnout gear, leasing is available through Gear Wash.	*
58	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.	*
59	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.	*

**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 *	
60	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 and a spreadsheet listing each vendor and the discount offered.	*
61	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.	*
62	Describe any quantity or volume discounts or rebate programs that you offer.	n/a	*
63	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 open market requested items or items not on contract, MES will provide a quote reflecting the best price offered.	*
64	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	*
65	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.	*
66	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.	*
67	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
68	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 *
69	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.
70	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.
71	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 *
72	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.  Vendors offered for turnout gear and protective gear Hazmat Gear Cleaning services
73	Describe available options for customization of the products and/or equipment offered in your proposal.	MES offers a full range of options from various manufacturers listed to customize items within the extent that certifications will allow. We offer customizable solutions for turnout or hazmat gear that range from sizing to protection. Also, please note the following: Firefighting PPE is available for customization- Lettering, sizing, and full PPE packages.
74	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	Once an order is received requiring this service, our customer service will call the customer to set-up a day for sizing and fitting based on the customer's availability. Our Sales Rep and other employees will come to the customer's location(s) to service the number of employees indicated on the purchase order. The Sales Rep will submit the fitting information to our internal team who will begin work on the items to deliver by the customer's deadline. If additional modifications are needed after delivery, MES is able to accommodate the requested changes quickly to not delay availability of equipment.
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	n/a

**Table 148: 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
76	Protective Clothing	<input checked="" type="radio"/> Yes <input type="radio"/> No	MES offers this product with the purpose to protect firefighters from radiant and thermal exposure, punctures and other hazards while providing protection, safety, and comfort. We have a variety of vendors our customers are able to use.
77	Helmets and related accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	MES offers helmets and other accessories for fire protection such as shields and other required NFPA accessories. We ensure that minimum standards are met such as retention systems, absorption, reflective trim and ear covers.
78	Other related equipment and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	MES offers fire blankets, heat detectors, and suppression equipment.
79	Firefighting apparel and station-wear	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our station wear includes shirts and pants that can be made of fire resistant materials if required. We are also able to customize and offer a variety of colors.
80	Extractors, laundry machines, mechanical dryers, drying and storing racks	<input checked="" type="radio"/> Yes <input type="radio"/> No	MES is aware of fire contaminants that can expose firefighters to harmful materials. We offer equipment that specializes in cleaning turnout gear and other equipment with exceptional, professional care.
81	Cleaning and decontamination service and maintenance	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our vendors offer all levels of decon services and strategies that include wash of gear and equipment, personal wash and wipes, and air decontamination for effective results.
82	Firefighting PPE cleaning supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our vendors in this category offer effective and robust cleaning solutions. Our major focus is to ensure that soiled areas are cleaned and uncontaminated after use.
83	Cleaning equipment for other firefighting equipment and tools	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our vendors also provide equipment for proper storage based on NFPA standards and the cleaning supplies to be used after use.
84	Services Related to the equipment described above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Services related to the equipment described are listed below. Also, MES is able to offer customizable solutions. By contacting our Sales Rep and providing information on the needs and requirements, in most cases, we are able to offer a quote offering a plan to address our customer's requirements.

#### 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](#) - MES Sourcewell 010424 Vendor Pricing.zip - Wednesday January 03, 2024 11:32:34
- [Financial Strength and Stability](#) - Financial Statements.zip - Monday January 01, 2024 15:47:44
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Standard Transaction Document Samples](#) - QT1730512.FIREDEX.pdf - Tuesday January 02, 2024 14:08:12
- [Requested Exceptions](#) - MES Insurance Exceptions.pdf - Monday January 01, 2024 17:15:56
- [Upload Additional Document](#) - MES Documents 010424.zip - Tuesday January 02, 2024 14:25:24



## 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, CFO, 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
Addendum_5_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Fri December 15 2023 12:51 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu December 14 2023 01:51 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Mon December 4 2023 04:00 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu November 30 2023 10:28 AM	<input checked="" type="checkbox"/>	2
Addendum_1_Firefighting_PPE_and_Related_Equipment_Cleaning_RFP_010424 Thu November 9 2023 04:34 PM	<input checked="" type="checkbox"/>	1



**From:** [Cardenas, Janet](#)  
**To:** [Leck, Pennie D](#)  
**Cc:** [Cardenas, Janet](#); [Evans, Mike](#); [Collins, Lee](#); [Mays, Sandy](#); [Pierce, Brent B](#)  
**Subject:** MES-Sourcewell Contracts  
**Date:** Thursday, June 27, 2024 9:50:43 AM  
**Attachments:** [image003.png](#)  
[MES Sourcewell 020124 FFE Pricing.pdf](#)  
[MES Sourcewell 010424 PPE Pricing.pdf](#)  
[MES Sourcewell 011124 Uniforms Pricing.pdf](#)  
[MES Sourcewell 011824 SCBA Pricing.pdf](#)

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Good morning,

Per your request, please see the attached New MES Sourcewell Contracts with product discount listings, effective May 1, 2024. Let me know if you have any questions or need further assistance.

Thank you,

**Janet Cardenas**

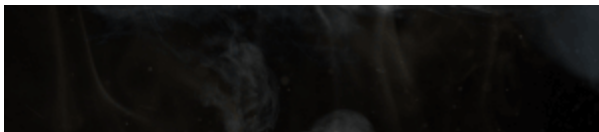
Operations Specialist, South Central Region  
**Municipal Emergency Services & Lawmen Supply Company**  
Office: **800-784-0404**  
Email: [jcardenas@mesfire.com](mailto:jcardenas@mesfire.com)  
335 Pennbright Drive  
Suite 104  
Houston, TX 77090  
<http://www.mesfire.com>



[ENROLL IN ELECTRONIC INVOICING HERE!](#)

**MES FIRE CATALOG LINK BELOW:**

[MES CATALOG BOOKSHELF \(COMPLETE COLLECTION\)](#)



## MES - Sourcewell Contract #010424 PROPOSAL

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE OF PUBLISHED PRICE OR AS NOTED
<b>Structural Firefighting, Aircraft Rescue)Turnout Gear</b>			
	Turnout Gear	Fire Dex	9% Off Current MSRP
	Turnout Gear	Honeywell	5% Off Current MSRP
	Turnout Gear	TecGen	9% Off Current MSRP
	Turnout Gear	Veridian	5% Off Current MSRP
<b>Wildland Firefighting Protective Gear</b>	Wildland all available ensemble	Crew Boss (Western Shelter)	5% Off Current MSRP
	Wildland all available ensemble	Fire Dex	9% Off Current MSRP
	Wildland all available ensemble	PGL	9% Off Current MSRP
	Wildland all available ensemble	Honeywell	5% Off Current MSRP
	Wildland all available ensemble	TecGen	9% Off Current MSRP
	Wildland all available ensemble	Veridian	5% Off Current MSRP
<b>EMS &amp; General Fire Garments, Technical Rescue, USAR/Urban Search and Rescue EMS Emergency Medical Operations Protective Ensembles, Station Wear</b>			
	Tec/USAR/Station Wear & Accessories	Propper	5% Off Current MSRP
	Tec/USAR/Station Wear	Fire Dex / TecGen	9% Off Current MSRP
	Tec/USAR/Station Wear	Gerber	Net
	Tec/USAR/Station Wear & Accessories	NRS	5% Off Current MSRP
	Tec/USAR/Station Wear	Game Sportswear	15% Off Current MSRP
	Tec/USAR/Station Wear Accessories	5.11 Tactical	26% Off Current MSRP
	Tec/USAR/Station Wear	SanMar	5% Off Current MSRP

## MES - Sourcwell Contract #010424 PROPOSAL

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE OF PUBLISHED PRICE OR AS NOTED
	Tec/USAR/Station Wear	Elbeco	29% Off Current MSRP
	Tec/USAR/Station Wear	Fechiemer	19% Off Current MSRP
	Tec/USAR/Station Wear	First Tactical	24% Off Current MSRP
	Tec/USAR/Station Wear	Honeywell	5% Off Current MSRP
	Tec/USAR/Station Wear	VF Workrite Work Wear	15% Off Current MSRP
	Tec/USAR/Station Wear	Horace Small	15% Off Current MSRP
	Tec/USAR/Station Wear & Accessories	Veridian	5% Off Current MSRP
	Service Alterations		
	Custom Adds	MES Shops	Net MSRP
<b>Helmets &amp; Related Accs</b>	Helmets	Bullard	25% Off Current MSRP
	Helmets	Fire Dex	9% Off Current MSRP
	Helmets	Honeywell	5% Off Current MSRP
<b>Helmets &amp; Related Accs</b>	Gloves	5.11 Tactical	26% Off Current MSRP
	Gloves	FireDex	9% Off Current MSRP
	Gloves	Fire Craft	9% Off Current MSRP
	Gloves	Honeywell	5% Off Current MSRP
	Gloves	Ringers	14% Off Current MSRP
	Gloves	Veridian	28% Off Current MSRP
<b>Helmets &amp; Related Accs</b>	Hoods	FireDex	9% Off Current MSRP
	Hoods	Honeywell	5% Off Current MSRP
	Hoods	Majestic	14% Off Current MSRP
	Hoods	PGI	14% Off Current MSRP
	Hoods	Veridian	25% Off Current MSRP
<b>Boots/Shoes/Structural/Station</b>	Boots/Shoes/Station	5.11 Tactical	26% Off Current MSRP
	Boots/Shoes/Multi	Danner	19% Off Current MSRP
	Boots/Shoes/Station	Bates	9% Off Current MSRP
	Boots/Multi	Black Diamond	14% Off Current MSRP
	Boots/Structural/Station	FireDex	9% Off Current MSRP
	Boots/Structural/Station	Honeywell	5% Off Current MSRP
	Boots/Shoe	Lacrosse	19% Off Current MSRP

## MES - Sourcewell Contract #010424 PROPOSAL

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE OF PUBLISHED PRICE OR AS NOTED
<b>Accessories</b>	Nozzles	TFT	20% Off Current MSRP
	Lockers, Racks, Shelving	Groves Ready Racks	2% Off Current MSRP
	Brackets	SCBAS	9% Off Current MSRP
	Accessories	Kappler	1% Off Current MSRP
	Brackets	Zyco	15% Off Current MSRP
<b>Maintenance &amp; Cleaning Services</b>			
<b>Garment Decontaminations</b>		Circul-Air	3% Off Washers & Dryers 5% Off Lockers
	Cleaning, Alterations, & Customizations	Northwest Safety Clean	Fixed Pricing Per Price MSRP
<b>Protective Garment Laundry Machines</b>	Laundry Machines, Extractor machines	Groves	2% Off Current MSRP
<b>Garment Care for Turnout and other Fire Clothing Repairs</b>	Garment Car	Minurva/Gear Wash	Quoted per job depending on spec and issue due to certs.
	SCBA sets NFPA	Scott Safety	16% Off Current MSRP
	Communications and Face Piece Options	Scott Safety	9% Off Current MSRP
	Cylinders	Scott Safety	16% Off Current MSRP
	Air Cart	Scott Safety	5% Off Current MSRP
	Fill Stations and Compressors	Revolveair	Net Price on Price List
	Rit Paks	Scott Safety	9% Off Current MSRP
	Ska Paks	Scott Safety	9% Off Current MSRP
	Pak Tracker	Scott Safety	9% Off Current MSRP
	Service for SCBA Air Test	Scott Safety	Contact, MES Rep for Service Coverage
	Service for SCBA Air Test	MES Scott Tech	Contact, MES Rep for Service Coverage

## MES - Sourcewell Contract #010424 PROPOSAL

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE OF PUBLISHED PRICE OR AS NOTED
	Service for Fill Stations and Compressors	MES Tech	Contact, MES Rep for Service Coverage
	Parts	Scott Safety	Net Price on Price MSRP
<b>Eye Protection</b>	Eye Protection	5.11 Tactical	26% Off Current MSRP
	Eye Protection	ESS Eye wear	25% Off Current MSRP
	Eye Protection	3m Peltor	17% Off Current MSRP
<b>Gas Masks</b>	Gas Masks & Related Gear	Avon Protection	5% off current MSRP
<b>CRN Hazmat Gear</b>	Hazmat Gear	Avon Protection	5% off current MSRP
	Hazmat Suits	DuPont	14% Off Current MSRP
	Hazmat Gear	FSI North America	9% Off Current MSRP
<b>Firefighter Training Gear &amp; other related equipment and accessories</b>	Firefighter Training Gear	Lightning X	5% Off Current MSRP
	Firefighter Training Gear	North American Rescue	8% Off Current MSRP
	Firefighter Training Gear	True North	5% Off Current MSRP
	Fire Trainer	KFT Fire Trainer	Net Price on Price MSRP
	Training Regulators	Blast Mask	8% Off Current MSRP
	Training Aids	Simulaid	7% Off Current MSRP
<b>Radio Holder &amp; Pouches</b>	Radio Holder & Pouches	Gould & Goodrich	9% Off Current MSRP
	Pouches & Parts	Safariland Redline	5% Off Current MSRP
<b>Other Protective PPE Gear Body Armor</b>	Concealable Armor	Point Blank	29% Off Current MSRP
	Tactical Armor & Helmets	Point Blank	19% Off Current MSRP
	Tactical Armor & Helmets	Paraclete	19% Off Current MSRP
	Tactical Armor, Helmets & Accessories	Team Wendy	5% Off Current MSRP
	Tactical Armor, Helmets & Accessories	Avon Protection	5% Off Current MSRP
	Body Armor	GH Armor	30% Off Current MSRP
	Tactical Armor, Helmets & Accessories	Lion	5% Off Current MSRP

**MES - Sourcewell Contract #010424 PROPOSAL**

<b>PRODUCT CATEGORY</b>	<b>PRODUCT DESCRIPTION</b>	<b>MANUFACTURER</b>	<b>PERCENTAGE OF PUBLISHED PRICE OR AS NOTED</b>

**Solicitation Number: RFP #010424****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Ricochet Manufacturing Company LLC, 4700 Wissahickon Ave., Suite 112, Philadelphia, PA 19144 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Firefighting Personal Protective Equipment with Related Equipment Cleaning 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 27, 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 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 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 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 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.

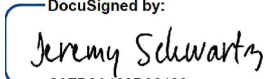
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

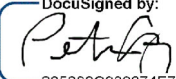
## 22. CANCELLATION

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

Ricochet Manufacturing Company LLC

DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 3/26/2024 | 12:43 PM CDT

DocuSigned by:  
  
By: 205389C983074E7...  
Peter Askey  
Title: President & CEO  
Date: 3/26/2024 | 9:47 AM PDT



# RFP 010424 - Firefighting PPE and Related Equipment Cleaning

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## Vendor Details

Company Name: Ricocet Manufacturing Company, Inc.  
Address: 4700 Wissahickon Avenue  
Suite 112  
Philadelphia, Pennsylvania 19144  
Contact: Peter Askey  
Email: paskey@ricochet-gear.com  
Phone: 215-849-1971 16  
Fax: 215-849-1981  
HST#: 03-0493727

## Submission Details

Created On: Monday November 20, 2023 08:04:07  
Submitted On: Thursday January 04, 2024 09:46:02  
Submitted By: Peter Askey  
Email: paskey@ricochet-gear.com  
Transaction #: 3ab39cc0-1776-4d22-a0c0-03ac6af2e812  
Submitter's IP Address: 173.12.9.177

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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")	Ricochet Manufacturing Company, LLC	*
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):	1MBM2	*
5	Proposer Physical Address:	4700 Wissahickon Ave, Suite 112, Philadelphia, PA, 19144	*
6	Proposer website address (or addresses):	<a href="https://www.ricochet-gear.com/">https://www.ricochet-gear.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):	Peter Askey President & CEO paskey@ricochet-gear.com 866-293-8104 ext	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Nathan Calabrese Vice President Sales & Marketing ncalabrese@ricochet-gear.com 866-293-8104	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Nicole Anderson Vice President Finance & Administration nanderson@ricochet-gear.com 866-293-8104	

**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>The narrative of Ricochet can be found at the following link. However, for your convenience, we have provided the text directly below the link as well.</p> <p><a href="https://www.ricochet-gear.com/page/about">https://www.ricochet-gear.com/page/about</a></p> <p>Ricochet is located in Philadelphia, Pennsylvania and has decades of experience producing sophisticated, high-tech gear for the rigorous and specialized needs of the military, industrial chemical workers, emergency first responders, and public safety personnel. Ricochet's home office and manufacturing are located in a historic factory building in Philadelphia, Pennsylvania, home to a strong workforce of highly experienced and dedicated employees.</p> <p>Our extensive experience has helped us develop the skills, knowledge, and proven manufacturing techniques to provide the ultimate quality, comfort, and protection in Personal Protective Equipment (PPE) for emergency first responders and public safety personnel involved in Emergency Medical Services (EMS), technical rescue, and firefighting.</p> <p>We take our responsibility of protecting Emergency First Responders very seriously. As tough as NFPA standards are, being just good enough to meet NFPA certification is not good enough for us. We engineer clothing that goes above and beyond the requirements of NFPA 1999 (EMS), 1951 (Technical Rescue), and 1971 (Structural Firefighting). Every detail is engineered to meet your needs for ultimate protection, comfort, and mobility.</p> <p>We create value for our users by offering top-quality protective clothing with extensive options for customization at very competitive prices. From the selection of fabrics to the sealed seams to the type of stitching, every detail is engineered to meet the needs of the wearer for ultimate protection, comfort, and mobility. Ricochet is an ISO 9001 certified facility. We strive to provide industry-leading customer service and delivery times on all of our protective clothing.</p> <p>Designed for greater flexibility, comfort, and performance, Ricochet has developed patterning innovations throughout all of the layers of your gear that work with the dynamics of your body in order to reduce heat stress, hobbling, and fatigue, all while providing a greater range of motion. All of our gear is custom-built, as proper fit lowers the risk of exhaustion and increases safety.</p> <p>Ricochet provides our customers with numerous choices of layered fabric systems, designed for durability, protection, and breathability. We make protective clothing that is comfortable, long-lasting, highly customizable and competitively priced. Our rapid turnaround time offers custom PPE built to specifications (not just pulled from a shelf) and guaranteed to fit accurately in a matter of weeks, not months.</p>
11	What are your company's expectations in the event of an award?	Ricochet would be honored and highly motivated with Sourcewell as a cooperative purchasing partner in order to provide a successful alternative method for municipalities to procure products other than the traditional tender process. Ricochet strongly believes that partnering with Sourcewell will eliminate many of the barriers that are associated with the traditional bid process, and will provide easier, more efficient, and fully transparent access to necessary products. Partnering with Sourcewell is in direct alignment with Ricochet's growth plans in the fire, rescue, and EMS industry segment of public safety.
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.	As a privately held company, Ricochet practices a policy of not disclosing specific financial data. However, Ricochet is a financially stable, fiscally responsible, profitable company. We have numerous internal financial controls, we maintain strong and open relationships with multiple financial partners for banking, lending, and financial advisement, we have routine internal financial reviews, and we have highly trained financial professionals as part of our internal staff. Ricochet has serviced multiple contracts with federal agencies, in excess of \$10 million in annual revenue, historically, and has been awarded additional contract with similar annual revenue volume for the next 5 years. We are happy to provide specific financial references from banking and financial partners, raw materials vendors, and welcome any discussions in regards to Ricochet's financials, directly with Sourcewell, via in person or telephone meetings.
13	What is your US market share for the solutions that you are proposing?	Ricochet is considered to be one of the top 5 manufacturers in the United States of fire, rescue, and EMS PPE by volume. Our market share position is calculated from the amount of fire, rescue, and EMS PPE produced for the United States Military, Municipal Fire/Rescue/EMS customers, and Industrial Fire/Rescue/EMS customers. We have continued to achieve steady and stable growth in the market through additional product offerings, partner additions (dealers and distributors), and providing excellent products and services to both our partners and end users. We have recently added cleaning and repair services to our offering to enhance the value we provide to our dealer and customer base. We intend to focus on this business to create growth and adherence to the NFPA 1851 cleaning standard, offering an important service for our customers to reduce their exposure to cancer causing contaminants.
14	What is your Canadian market share for the solutions that you are proposing?	Ricochet is currently in the early growth stages of the Canadian market. We have provided quality products for Canadian customers, and we have ongoing conversations and are evaluating Canadian partners. While we are very interested and dedicated to working with the Canadian market, we are undergoing our due diligence and carefully considering our options with Canadian partners. We want to be certain that the highest levels of excellence in product and service are applied in the Canadian market as we are known for in the United States market.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Ricochet has never petitioned for bankruptcy protection.

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?	Ricochet is a manufacturer of fire, rescue, and EMS personal protective equipment, which includes coats and pants that exceed the standards of NFPA 1971, NFPA 1951, and NFPA 1999. Ricochet also incorporates other manufactured personal protective equipment into our product offering that is used by our customer base including suspenders, belts, harnesses, gloves, boots, and hoods. Ricochet uses strict quality control policies, consistent with our ISO 9001 Certification, to ensure that all additional offered products meet our own very high quality standards.  Ricochet employs directly a national sales force of trained professionals spread throughout the United States, with our Company President and our Vice President of Sales & Marketing leading and assisting their engagement with our Dealer and Distributor network, as well as assisting as additional resources to the end user as required or as necessary.  Ricochet provides extensive training and support to a vast but very select network of Dealers and Distributors throughout the United States and Canada. Ricochet Dealers and Distributors are expected to be subject matter experts in their field, and represent the best interests of the customers that they serve when selling Ricochet products and providing after-sales service.
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.	Ricochet's manufacturing facility is certified to ISO 9001 and utilizes the ISO 9001 quality manual in all of our operations to manage the processes and procedures we use on a daily basis. We have semi-annual audits to assure compliance to the ISO standard. Additionally, Ricochet undergoes randomized quarterly audits from Underwriter's Laboratory ("UL") every year, and we are proactive in conducting frequent internal ISO audits in advance for continuous improvement and to promote operational excellence.
18	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	Ricochet's products are designed to exceed the many health and safety standards such as OSHA, and we certify compliance of our products to various ANSI and NFPA standards on a regular and ongoing basis. We currently certify coats and pants to current versions of NFPA 1999 (Standard on Protective Ensembles for Emergency Medical Operations), NFPA 1951 (Standard on Protective Ensembles for Technical Rescue Incidents) and NFPA 1971 (Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting) and maintain these standards through an annual re-certification process with UL each year.
19	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None.

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

Line Item	Question	Response *
20	Describe any relevant industry awards or recognition that your company has received in the past five years	In 2020, Ricochet was acknowledged as the 8th Fastest Growing Company in Philadelphia by the Entrepreneurs Forum of Greater Philadelphia. We were the fastest growing manufacturing company on the list as most of the winners were technology and service related businesses.
21	What percentage of your sales are to the governmental sector in the past three years	90% of Ricochet business is to the government sector. Ricochet has been awarded multiple exclusive Federal contracts to supply Firefighting PPE for the United States Air Force, as well as supplying Firefighting PPE to other branches of the United States Military. Ricochet holds numerous state contracts to provide Firefighting PPE to state, county, and municipal fire and emergency services. Ricochet Dealers and Distributors nationwide focus primarily on providing Firefighting PPE to state, local, and municipal fire and emergency services throughout the United States and Canada.
22	What percentage of your sales are to the education sector in the past three years	5% of Ricochet's business is to the education sector, specifically to fire, rescue, EMS, and Emergency Services training and education. This is primarily in the form of providing Firefighting PPE to colleges, academies, and instructors who focus on the education and training of first responders and public safety personnel.
23	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?	Ricochet is listed on the following State Contracts: New York State Contract for Firefighting PPE with a past 3-year volume of approximately \$700,000. New Jersey State Contract for Firefighting PPE with a past 3-year volume of approximately \$400,000. Massachusetts State Contract for Firefighting PPE with a past 3-year volume of approximately \$400,000.
24	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?	Ricochet does not currently hold a GSA contract.

**Table 4: References/Testimonials**

**Line Item 25.** Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Honolulu Fire Department	Hank Kaiwi Jr., Battalion Chief	808-478-8528
Detroit Fire Department	David Fornell, Director of Fleet and Facilities	313-573-4798
Indiana Air National Guard	Nicholas Southerland, Sargent First Class and Fire Chief	706-580-0968
FDNY Quartermaster - VF Imagewear	Rickey Singh - Sr Program Manager	718-352-2363
United States Air Force	Brian Bridgeford	719-229-5951

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

**Line Item 26.** 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 *	
United States Air Force	Government	District of Columbia - DC	Contracted official manufacturer for all Firefighting PPE with the United States Air Force, Air National Guard, and Reserves in all 50 states and globally.	\$90 million multi-year contract first awarded in September 2017 and currently runs through March 2028	\$22,000,000	*
FDNY	Government	New York - NY	Supply customized USAR/Technical Rescue PPE for all squads and rescues of the FDNY.	Over \$2m in total USAR/Technical Rescue PPE, supplied in monthly and quarterly orders since 2011.	\$250,000	*
Honolulu Fire Department	Government	Hawaii - HI	Supply custom EMS PPE for all medics of the Honolulu Fire Department.	Over \$3m in total EMS PPE supplied in monthly and quarterly orders since 2008.	\$375,000	*
NY State Contract	Government	New York - NY	Supply custom structural fire, technical rescue and EMS PPE for any agency or municipality in the New York State.	Over \$2.0 million of structural fire, technical rescue and EMS PPE since 2018	\$700,000	*
NJ State Contract	Government	New Jersey - NJ	Supply custom structural fire, technical rescue and EMS PPE for any agency or municipality in the State of New Jersey.	Over \$1.5 million of structural fire, technical rescue and EMS PPE since 2017	\$400,000	*

**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 *	
27	Sales force.	Ricochet has multiple designated sales positions strategically outlined and placed throughout North America in order to support customers, dealers, and distributors with sales and marketing initiatives as well as after-sales support. These positions include Ricochet direct employees, inside sales representatives, and outside sales representatives. Ricochet also has designated internal sales positions located in our Philadelphia, PA factory and headquarters to assist and process inbound direct leads and after-sales service. The full sales team is further supported by Ricochet's Vice President of Sales & Marketing, CFO, and President/CEO. Externally, the Ricochet sales team extends into the personnel of our authorized Dealer and Distributor network throughout North America. The Ricochet internal and external sales team combined provides a total dedicated sales force of several hundred well trained and highly qualified personnel throughout North America.	*
28	Dealer network or other distribution methods.	Ricochet has a vast and continuously growing Dealer and Distributor network throughout North America. Ricochet Dealers and Distributors undergo rigorous examination before being approved as a partner, and are supported by extensive initial and ongoing training and education programs in order to ensure that our highest levels of customer service are met. Ricochet Dealers and Distributors are strategically placed so that there is overlapping geographical coverage where and when applicable and possible. Ricochet also sells directly to customers in the event that a customer is not within range of a local Dealer/Distributor, or the customer wishes to purchase directly from Ricochet.	*
29	Service force.	The Ricochet factory service and support team is located at Ricochet headquarters in Philadelphia, PA. These front-line personnel are fully trained to assist, inspect, troubleshoot, and/or repair any potential service related concern, which includes any potential warranty repair and/or replacement evaluations. The Ricochet electronic RMA system has been designed to be simple, fast, effective, and painless for the customer with the coordination of the Ricochet Customer Service and Service teams.	*
30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Ricochet has implemented a highly successful electronic ordering process which allows for the fast and painless submission and processing of inbound orders. Customers may contact Ricochet directly, or an authorized Ricochet Dealer or Distributor via phone, email, or website submission to initiate the process. Quotations, if needed, are electronically generated within 24 hours. Upon customer acceptance of quotation and/or the issuance of a purchase order, a proper sizing/fitment appointment will be coordinated and scheduled at the customers' request. Upon completion of the sizing/fitment appointment, the order can be submitted electronically together with the customers' purchase order. Order confirmation will be provided to the customer directly within 24 hours, and the order is immediately submitted to the Ricochet production team at that time. Ricochet leads the industry with order lead times consistently at 8-12 weeks from the date of purchase order submission and approval. All orders include flat-rate shipping, and may be drop-shipped per the customers' request to any location within the United States and Canada.	*



31	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.	All customer service inquiries are handled internally by dedicated, trained, and expert Ricochet Customer Service staff, located at our facility in Philadelphia, PA. The Ricochet Customer Service team is conveniently available via phone, email, or by contact submission through the Ricochet website. In order to provide the best service possible, as well as track and record the initiation and progress of any and all Customer Service inquiries, the Ricochet Customer Service team shares a common phone number and a common email inbox, assuring that all inquiries are addressed properly and in a timely manner. All Customer Service inquiries must be properly addressed by the Ricochet Customer Service team within 24 hours. Ricochet does not outsource any portion of our Customer Service.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Ricochet is willing, able, and motivated to provide our products and services to all participating Sourcewell entities throughout the United States, including Hawaii, Alaska, and US Territories. Customers are able to order through Ricochet Dealers, Distributors, or directly through Ricochet. All orders include flat-rate shipping, and may be drop-shipped per the customers' request to any location within the United States. Ricochet is proud to lead the industry with order lead times consistently at 8-12 weeks from the date of order submission and approval.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Ricochet is willing, able, and motivated to provide our products and services to all participating Sourcewell entities throughout the Canada. Customers are able to order through Ricochet Dealers, Distributors, or directly through Ricochet. All orders include flat-rate shipping, and may be drop-shipped per the customers' request to any location within Canada. Ricochet is proud to lead the industry with order lead times consistently at 8-12 weeks from the date of order submission and approval.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None. Ricochet intends to service all current and potential Members of Sourcewell's portfolio per the terms of the contract throughout the United States and Canada regardless of geographical location.	*
35	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?	None. Ricochet intends to service all current and potential Members of Sourcewell's portfolio per the terms of the contract throughout the United States and Canada regardless of customer/member sector or type.	*
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None. Ricochet already services customers throughout Hawaii, Alaska, and US Territories, and intends to service all current and potential Members of Sourcewell's portfolio per the terms of the contract, regardless of geographical location or customer/member type.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
37	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.	Ricochet will assign top priority and directly commit resources to marketing the Sourcewell contract, ensuring that it is a leading initiative for promotion in our sales & marketing plan. The strategy will include a multi-channel effort to inform, educate, present, and promote the Sourcewell contract directly to end users as well as dealers and distribution partners. The multi-channel effort will include a strong online presence through multiple strategically designed and placed advertisements, white papers, press releases, and social media placements outlining why the Sourcewell contract is the right choice for the purchase of Firefighting PPE products and services. The Sourcewell contract will also be prominently displayed throughout the Ricochet website and all methods of Ricochet marketing and digital media. Marketing literature will be professionally developed to distribute throughout the industry to all relevant current and prospective contacts. Ricochet Team Members internal and external will be formally trained and educated on the Sourcewell contract details, the benefits of the contract, and will be tasked with direct face-to-face promotion in the field to end users and distribution partners. Ricochet will also prominently display Sourcewell contract media at related and relevant industry events to further promote the opportunity with Sourcewell.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Ricochet heavily utilizes technology and digital data as part of our overall corporate marketing strategy to enhance marketing effectiveness. Along with our dedicated in-house marketing team, we have partnerships with multiple third-party marketing agencies in order to utilize their highly qualified teams and specialized services to help advance and support our ongoing marketing initiatives. Our website, CRM, email, social media accounts, and other digital media presences have various interconnected attributes that allow us to maximize the reach, delivery, and tracking of marketing initiatives and individual marketing campaigns which help to continuously monitor, measure, and improve effectiveness and engagement. We combine these digital strategies to our ongoing and frequent updates, revisions, and application throughout all aspects of our electronic marketing including our website, social media channels, outward communications, digital marketing media, and electronic media shared with our partners.
39	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?	Ricochet welcomes any and all promotion assistance and support offered by Sourcewell in regards to this contract that would be mutually beneficial to the customer, Sourcewell, and Ricochet to further promote the Sourcewell contract and Sourcewell cooperative purchasing initiatives. This may include notifications, notices, and publications of the contract to current and prospective Sourcewell customers, as well as any media or marketing materials that Sourcewell is open to provide and/or share. Any assistance provided by Sourcewell will be incorporated into Ricochet's direct marketing initiatives in regards to the contract, and promoting Sourcewell and the Sourcewell cooperative purchasing system as a strategic partner for Ricochet.
40	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.	Ricochet currently holds multiple state e-procurement contracts such as the New Jersey and New York state firefighting PPE contracts. Ricochet is partnered on these contracts to be able to offer customers competitive, effective, and simplistic means to purchase the products necessary to them in a manner that is consistent with the overall benefits of cooperative purchasing agreements. Orders placed with these contracts are able to flow seamlessly through Ricochet's order, production, and shipping process, providing the customer with a seamless, painless, trouble-free experience in placing their orders. An added benefit to the customer is that these systems work when placing orders to Ricochet directly, as well as through the Ricochet Dealer/Distributor network. Our system is used by government customers (military and municipal fire, rescue, and EMS agencies) and educational customers (colleges, academies, universities, and training facilities related to fire, rescue, and EMS) to build specifications, obtain quotations, and place orders directly with Ricochet, or through an approved Ricochet Dealer or Distributor. The system has received overwhelming positive feedback for its' simplicity, ease of use, effectiveness, and accuracy in assisting the customer with obtaining the necessary products while reducing their administrative burdens.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
41	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.	Ricochet requires extensive training to our own personnel and team members, as well as those of our Dealers and Distributors. Ricochet also provides free, no-cost training to both current and prospective end-users. These training programs focus on the construction, application, usage, care, inspection, and maintenance of fire, technical rescue, and EMS PPE, as well as any applicable NFPA standards and certifications. Training begins with all internal and external Ricochet sales, marketing, customer service, and service personnel, who undergo a rigorous training program to ensure competency, professionalism, and establish them as subject matter experts in the field. Upon certification, Ricochet personnel are then able to provide Dealer and Distributor team members with the same rigorous training and examination before being fully approved as a partner, and are supported by extensive ongoing training and education programs in order to ensure that our highest levels of customer service are met. Training at the end user level may be conducted by Ricochet personnel or by Dealer and Distributor personnel upon request and approval, and is provided at no-cost to the end user. These training and education programs are also available to any and all Sourcewell entities at no-cost.
42	Describe any technological advances, unique design, and/or feature attributes that your proposed products or services offer.	We take our responsibility of high-quality PPE very seriously. As tough as NFPA standards are, being just good enough to meet NFPA certification is not good enough for us. We engineer clothing that goes above and beyond the requirements of NFPA 1999 (EMS), 1951 (Technical Rescue), and 1971 (Structural Firefighting). Every detail is engineered for ultimate protection, comfort, and mobility. Designed for greater flexibility, comfort, and performance, Ricochet has developed patterning innovations throughout all layers of PPE that work with the dynamics of the human body in order to reduce heat stress, hobbling, and fatigue, while providing a greater range of motion. All Ricochet PPE is custom-built, as proper fitment lowers the risk of exhaustion and increases safety. We create value for our users by offering top-quality PPE with extensive options for customization at very competitive prices. From the selection of fabrics to the sealed seams to the type of stitching, every detail is engineered to meet the needs of the wearer for ultimate protection, comfort, and mobility.
43	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.	Ricochet works with local businesses to recycle some of the waste generated in our manufacturing operations. We work with a cardboard recycler to reuse and recycle all cardboard waste to reduce volume to the landfill. We also donate sample gear or gear from departments that have purchased new gear that has not yet expired to rental businesses as well as to departments that do not have adequate gear to properly outfit their volunteers.
44	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.	Ricochet has not received any third party ratings or certifications regarding sustainability or energy conservation relating to our facilities or the products offered in this proposal. We continue to work with all of our vendors and suppliers to eliminate PFAs from all of our PPE and have a policy, copied in the attachments, that outlines that commitment.
45	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.	Ricochet's is a small business with our sole manufacturing facility located in a Hub Zone in Philadelphia, Pennsylvania. We have not formally been certified as a small business, but we meet the criteria as outlined by most municipalities and governmental agencies.
46	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?	Ricochet is a manufacturer that was founded on and continues to operate on principles that take our commitments to the customer very seriously. We fully understand that our customers are those who are risking their lives every single day for the safety and security of others, and our job is to keep these first responders and public safety personnel as safe and comfortable as possible to enable them to do their job safely and successfully. This commitment comes with multiple unique attributes offered by Ricochet that are not available through any other manufacturer in the industry. Ricochet dedicates significant resources to the innovation, technology, and engineering of the products necessary to meet these demands, which has led to the ongoing development and application of very specific patterning for the construction of Ricochet brand PPE. Ricochet provides transparent and detailed education and training at no-cost to all current and potential partners and customers, allowing them to make well-informed decisions on the choices that they make in regards to their PPE. Ricochet provides multiple product variations and options to meet the varying needs of the customer without sacrificing safety, comfort, or quality, while still exceeding the applicable NFPA standards associated with PPE. All Ricochet PPE is 100% custom made to the specific sizes of the wearer, inherently increasing the comfort, range of mobility, and safety of the garment. Ricochet leads the industry in order processing lead times, maintaining the fastest average production and shipping times of custom PPE for several years running. Ricochet offers highly competitive pricing to the end user, therefore increasing and maximizing the value of the increased safety and comfort that is gained when purchasing Ricochet brand PPE. Ricochet remains heavily involved in industry developments that lead to changes in how PPE is produced, worn, cleaned, and serviced, and remains on the front lines of positive change and advancement to help keep customers safe and protected from various hazards. Ricochet chooses partners very carefully, selecting only those who are able to share our passion and commitment to a mission of safety, quality, and service. These are attributes that are unique to Ricochet, and cannot be duplicated. Sourcewell entities will gain access to these attributes and commitments from Ricochet if we are awarded a contract with Sourcewell.



**Table 9A: 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 *	
47	Do your warranties cover all products, parts, and labor?	Yes. Ricochet products are warranted to be free from defects in materials and workmanship for the serviceable life of the product, including products, parts, and labor.	*
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No. Our warranty does define that the products must be used for the purpose for which they were designed, by trained personnel, per the products' proper usage, inspection, maintenance, and storage instructions, but there are no specific restrictions or limitations when the product is used as intended.	*
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Not applicable. Warranty repair for PPE cannot typically be completed in the field, and must be sent to a certified Independent Service Provider (ISP) per compliance with NFPA standards.	*
50	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 repairs will be covered regardless of geographic region. In some cases, a local verified and certified ISP may be chosen to conduct the repair, in other cases, shipping may be necessary, but warranties will be honored appropriately regardless of geographic location.	*
51	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. Ricochet will honor the warranty as stated for any item or component of an item provided by Ricochet per the terms of the Sourcewell contract.	*
52	What are your proposed exchange and return programs and policies?	Ricochet cannot accept returns or exchanges for custom Firefighting PPE products unless they have been deemed defective, as each item is tailored and manufactured to an individuals' specific sizing. In the event of a defect, we will gladly and promptly repair or replace the item.	*
53	Describe any service contract options for the items included in your proposal.	Ricochet offers cleaning, repair and inspection services within the proposal which are provided both directly by Ricochet and also through partnerships with multiple authorized and licensed third party ISPs that provide cleaning, repair, and service throughout the United States. This network will be available through Ricochet to provide these services to the Sourcewell customer or member based on location and type of services required.	*

**Table 9B: Performance Standards or Guarantees**

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

Line Item	Question	Response *	
54	Describe any performance standards or guarantees that apply to your services	Ricochet manufacturers protective garments that meet or exceed the strict standards of NFPA 1999, NFPA 1951 and NFPA 1971. We are audited on a quarterly basis and must go through annual recertification for each of these standard. Underwriter's Laboratory ("UL") is the third party that we have employed to certify all of our products to these standards.	*
55	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Ricochet is focused on customer service and providing personal responses in a timely manor. Ricochet measures the time it takes responding to a customers request for an order (submission of a PO or Quote) and the target is less than 24 hours. A response means not only do we acknowledge the receipt of the order, but we have also reviewed the order, process the order to be ready for production and responded with any questions or open issue we see with the order. Ricochet has a KPI that takes the response time for every order and keeps a running 8 week average of the result. In the first quarter of 2023, the KPI was running at 72-96 hours as a result of a huge influx of orders on February 1, 2023, to avoid a price increase. After May of 2023, this KPI remained within the target ranging between 24 for the remainder of the year!	*

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

Line Item	Question	Response *
56	Describe your payment terms and accepted payment methods.	Ricochet provides 30-60 day payment terms to all of our dealers and direct customers. Sourcewell members will be able to purchase directly from Ricochet or from one of our many experienced dealers across the country. Each of these dealers will have their own payment terms and conditions, but these dealers typically supply products to municipalities and provide 45-60 day terms. Ricochet accepts ACH payments, wire transfers, checks and credit cards as payment for services and products.
57	Describe any leasing or financing options available for use by educational or governmental entities.	Currently Ricochet does not provide any leasing or long-term financing options, but we work with several unrelated, financial companies that have provided financing for purchases in the past. Both Ricochet and our dealer base have recommendations available for financing options, if requested. Additionally, Ricochet is developing a rental program for short-term and long-term gear requirements. Many departments use rental gear to provide gear to new firefighters as they move through training and fire school, and wait to purchase new gear until the fire fighter has passed his or her certification requirements to become a full time fire fighter.
58	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.	Ricochet uses electronic and excel based order forms, a copy of one is attached, to develop the customer specifications. Each customer has a tremendous amount of information, from names to coat lettering to the sizing that must be entered and reviewed by both the customer and by Ricochet. Ricochet receives order forms that have been completed by dealers and customers and re-enters this data into our MRP system to prepare it for production. Typically, the order form is attached to a Purchase Order and becomes the control document for questions and clarifications for the order. A copy of Ricochet's terms and conditions are also attached.
59	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, Ricochet would accept P-Card payments, and there is no additional cost for entities using this payment 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 *
60	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.	<p>Ricochet keeps a List Price Schedule for each product line, which reflects all of the descriptions, and part numbers for the main products (coats and pants) along with all of the customization options that have been documented to date. The List Price is used as the basis for our pricing model. All sales to dealers and end users are based on a "discount" from this List Price. The attached List Price Document provides the current, 2024, List Prices. This List Price is updated, when circumstances require adjustment, and the current List Prices for each product line are available on Ricochet's web link below. If a price is changed during the year, it will be reflected on the Price List on this link. We will also send e-mails to our dealer base and customers to make them aware of the pricing change in advance.</p> <p><a href="https://ricochet-gear.com/page/Cooperative-Program-2024">https://ricochet-gear.com/page/Cooperative-Program-2024</a></p> <p>The List Price sheet is not an easy way to determine the cost for a fully customized product for a customer or dealer.</p> <p>We use detailed order forms (one order form is attached for the "Prime Package") that use the List Prices, the customers discount and all of the specific selections the customer requests to design the exact specification for their department. The attached order form provides the pricing for the Dealer, the Customer and also the Sourcewell Contract/Customer. They are all tied together, so information is only added to the "Dealer Pricing" tab of the spread sheet. Once this information is populated in the Dealer Pricing tab, the Customer and Sourcewell Contract pricing is automatically populated. s. to build actual specification that are Customers and Dealers can also see the Sourcewell pricing in Ricochet's order forms. There are some high level notes in each of the tabs of the attached order form that provide some instructions for how this document is used and the information that it provides.</p> <p>There are separate List Price sheets for Structural fire products, EMS and Technical Rescue products, Cleaning and Inspection Services and Purchased Products which include Bullard Helmets and Rocky Boots. The Purchased Products price list is the only price list that does not have a "List Price". It has an MSRP price form the manufacturer. We have provided the Sourcewell contract price on this price list, as it is the only Ricochet price list (products) that doesn't use the 40% discount from List Price model to determine pricing under the contract.</p>

61	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.	Ricochet provides all Sourcewell members a minimum of 40% off List Price for all products and services within the scope of this contract, except for the Bullard Helmets and the Rocky Boots, which have specific Sourcewell pricing identified in the attached Price List as well as in the Sourcewell contract information page linked below. Ricochet purchases the Bullard helmets and Rocky boots for re-distribution to customers under the Sourcewell contract as well as to certain of our dealers. The link (landing page) below also has information about the specific Bullard Helmets and Rocky Boots that are available under this contract. These manufacturers have many products and options that are too numerous to add to our List Price sheet, but if a customer would like something from one of these manufacturers which is not on our Price List, Ricochet will provide a price quote for that specific item, reflecting a consistent discount from the MSRP identified by the manufacturer.  Here is the Link to the Sourcewell Contract Landing Page: <a href="https://ricochet-gear.com/page/Cooperative-Program-2024">https://ricochet-gear.com/page/Cooperative-Program-2024</a>
62	Describe any quantity or volume discounts or rebate programs that you offer.	Ricochet works with customers and dealers to provide competitive pricing for larger orders (100 garments or 50 sets) and will provide 2-5% discounts based on the dollar value and the delivery schedule for the order. Ricochet also provides up to 5% for long-term purchase agreements, in excess of 18 months, for a particular product or group of products.
63	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.	Ricochet provides quotes, an "RFQ", to price "non-standard items". Ricochet manufactures a wide range of custom products to meet the needs of our first responder customer base. Given the customer nature of our products, we do not have everything priced in our List Price sheets. When a new feature or requirement is requested by a customer, we develop pricing for this new requirement, using a similar product in the options in our price list - adjusted for any additional material, labor or purchased components needed and then we adjust all of these new cost with for our standard mark-up/margin. This new price is then reflected in the RFQ and is saved in the customers file. If this new RFQ item becomes a popular/recurring item, Ricochet will add the item to the List Price sheet as a standard option.
64	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.	Ricochet does not have any additional charges or cost associated with the delivery of the products offered under this proposal.
65	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 orders include flat rate shipping anywhere within the United States and Canada, but any "RUSH" or overnight shipping charges, shipping charges for cleaning and repair services and for any small orders, under \$200, will be billed to the customer. The cost charged to the customer is based on the UPS zone and weight billing rates.
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The shipping costs discussed above apply to all North American shipments, including Hawaii and Alaska. Any other offshore shipments would be charged to the customer at the rate billed by the carrier and include any duty or other charges associated with the shipment.
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	NONE

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
68	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing offered here is consistent with the pricing we provide to all cooperative organizations and state purchasing departments, in order to keep the price consistent to all end users, and to avoid conflicts between entities that can use multiple contracts. All Ricochet Dealers and Distributors, and Ricochet, on a direct basis, can provide a more competitive price to a customer based on volume or other circumstances, but we would like to keep the playing field level at the start.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
69	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.	Ricochet currently tracks sales for both the New Jersey and New York State Contracts and reports revenue volume on a quarterly basis. We use Ricochet specific order forms, which have separate tabs reflecting the pricing for each contract, and purchase orders from dealers and direct customers to identify transactions that are intended and qualify for pricing under these contracts. We would employ the same process to track customers using the Sourcewell contract as well. When a customer places an order with one of our dealers or directly with Ricochet, the order form and quote will identify the fact that the customer is requesting pricing under the Sourcewell Contract. The Customer will then be instructed to identify this pricing option on the purchase order being submitted for the specific order. Ricochet's customer service team reviews each and every order, and if there is an inconsistency between the order form and the purchase order, it will be rectified and corrected to assure the proper specification and pricing is agreed upon by all parties. Upon completion of the order, the product is shipped, and an invoice is electronically sent to the customer. This invoice indicates that the order was priced using the Sourcewell Contract, giving Ricochet an easy way to track and account for the revenue earned from sales under this contract. A copy of a Ricochet order form, identifying Sourcewell pricing, has been attached.
70	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.	As one example, Ricochet tracks sales by dealer and by salesperson on a weekly, monthly and quarterly basis. Ricochet will add information regarding revenue, by dealer and by salesperson, generated from the Sourcewell contract, on a monthly basis to understand the trends and growth in this source of revenue.
71	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.)	If award a Sourcewell Contract, Ricochet will pay Sourcewell an administrative fee of 1% revenue generated from this contract for facilitating, managing, and promoting the Sourcewell Contract.

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

Line Item	Question	Response *
72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Ricochet provides both standard and customized garment solutions for first responders. Solutions are designed to meet the individual specifications and "risk assessment" developed by each agency. The agencies range from fire departments, to rescue squads, to ambulance companies, and/or any combination of the above. Many factors, such as location (urban - rural, Honolulu or Minneapolis), and the tactics employed by the departments, are considered as they develop this specification. Ricochet has the broadest range of PPE to cover these specifications, whether they are entering a burning building using structural garments (NFPA 1971 Certified), performing rescue operations from a vehicle accident or building collapse using technical rescue garments (Dual Certified to NFPA 1951 & NFPA 1999), or responding to a medical emergency at the home of a patient wearing a blood borne pathogen protective garment (certified to NFPA 1999). Ricochet will also provide access to services relating to NFPA 1851 compliance including inspection, cleaning, repair, tracing, and training. Ricochet provides some of these services directly, and some are contracted with other certified ISP's based on the location, the urgency, and the nature of the services required. Ricochet has an expansive network covering the continental US, HI, and AK. We have not provided these services in Canada historically, but our network providers, with locations on or near the border, have provided service to Canadian customers, and will continue to do so. Additionally, Ricochet has access (through our extensive network of dealers and suppliers) to various accessories needed by these first responders including hoods, gloves, helmets and boots. Ricochet has a specific selection of these accessories, which will be included in this contract, and our partner base has access to many other options to assure that the customer has options to meet their needs.
73	Describe available options for customization of the products and/or equipment offered in your proposal.	Ricochet does offer some standard products and fabric combinations for some customers in order to simplify the ordering process while maximizing value and performance, however, 100% of Ricochet's orders are fully customized, which includes individual sizing and lettering, requiring every Ricochet garment to be built-to-order.
74	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	Ricochet recommends the use of sizing gear and we have trained all team members, including those of our dealers and distributors, to accurately perform sizing for our entire product line. All sizing will be conducted by an authorized Ricochet representative.
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Here are the Sub Categories that best Describe Ricochet's offering under this Contract/RFP: 76. Protective Clothing, 81. Cleaning and decontamination service and maintenance, 77. Helmets, 78. Other related equipment and accessories.  We also have access, through our cleaning and Service provider network to these other items: 80. Extractors, laundry machines, mechanical dryers, drying and storing racks, 82. Firefighting PPE cleaning supplies, 83. Cleaning equipment for other firefighting equipment and tools



**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	
76	Protective Clothing	<input checked="" type="radio"/> Yes <input type="radio"/> No	Ricochet has more than 25 years of experience producing sophisticated, high-tech gear for the rigorous and specialized needs of the military, industrial chemical workers and emergency first responders. PPE is Ricochet primary focus. We have the broadest offering of PPE for first responders ranging from light weight garments worn by ambulance drivers (providing blood borne pathogen protection under NFPA 1999) to the heavy structural garments worn to battle an interior structure fire (certified to NFPA 1971).	*
77	Helmets and related accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	Ricochet has access (through our extensive network of dealers and suppliers) to various accessories including Bullard helmets. Ricochet has a specific selection of Bullard helmets and helmet accessories, which will be included in this contract, but our dealer base has access to many other options to assure the end customer has options to meet their needs.	*
78	Other related equipment and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	Ricochet has access (through our extensive network of dealers and suppliers) to various accessories needed by these first responders including hoods, gloves, helmets and Rocky boots. Ricochet has a specific selection of these accessories, which will be included in this contract, but our dealer base has access to many other options to assure the end customer has options to meet their needs.	*
79	Firefighting apparel and station-wear	<input type="radio"/> Yes <input checked="" type="radio"/> No	Ricochet does not manufacture or supply station-wear or other non-certified apparel. Our Dealers may have access to these products and we would be happy to provide introductions to other companies that can supply these products if requested.	*
80	Extractors, laundry machines, mechanical dryers, drying and storing racks	<input type="radio"/> Yes <input checked="" type="radio"/> No	Ricochet has access to Extractors and other Cleaning Equipment, but this is not a primary focus for Ricochet at this time. We can direct customers to several options if requested.	*
81	Cleaning and decontamination service and maintenance	<input checked="" type="radio"/> Yes <input type="radio"/> No	Ricochet provides services relating to NFPA 1851 compliance, including inspection, cleaning, repair, tracing and training. Ricochet provides some of these services directly, and some are contracted with other certified ISPs, based on the location, the urgency and the nature of the services required. We have a network to cover the continental US, including HI and AK.	
82	Firefighting PPE cleaning supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Ricochet has access to Cleaning Supplies and although not a primary focus for Ricochet, we can provide customers with a few options.	
83	Cleaning equipment for other firefighting equipment and tools	<input type="radio"/> Yes <input checked="" type="radio"/> No	Ricochet has access to firefighting related Accessory and Tool Cleaning Equipment, but this is not a primary focus for Ricochet at this time. We can direct customers to several options if requested.	
84	Services Related to the equipment described above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Ricochet provides many services, directly or through our dealer network, including warranty repairs, cleaning, alterations & repair, NFPA 1851 training, and development of PPE specifications. Ricochet's senior management is also very involved in the Fire and Emergency Manufacturers and Services Association ("FEMSA") and provides connections to other products and services through the relationships created there.	

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

**Line Item 85. 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](#) - 2024-Sourcewell-CONTRACT\_ Combined-Pricing-Docs \_FINAL.pdf - Thursday January 04, 2024 09:44:10
- Financial Strength and Stability (optional)
- [Marketing Plan/Samples](#) - Marketing Example.docx - Wednesday January 03, 2024 18:18:18
- [WMBE/MBE/SBE or Related Certificates](#) - PFAS Statement -FINAL - 11-21-23.docx - Wednesday January 03, 2024 18:04:23
- [Warranty Information](#) - Ricochet Structural Fire Warranty - 2020.doc - Wednesday January 03, 2024 09:49:21
- [Standard Transaction Document Samples](#) - Terms & Conditions - Website 2023.docx - Wednesday January 03, 2024 09:48:22
- Requested Exceptions (optional)
- [Upload Additional Document](#) - RICOCHET 2024\_New Prime Order Form - Final.xlsx - Wednesday January 03, 2024 17:38:52

## 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. - PETER ASKEY, President, Ricochet Manufacturing Company

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



☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Fri December 15 2023 12:51 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu December 14 2023 01:51 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Mon December 4 2023 04:00 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu November 30 2023 10:28 AM	<input checked="" type="checkbox"/>	2
Addendum_1_Firefighting_PPE_and_Related_Equipment_Cleaning_RFP_010424 Thu November 9 2023 04:34 PM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1  
TO  
CONTRACT # 010424-RIC**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Ricochet Manufacturing Company LLC**. (Supplier).

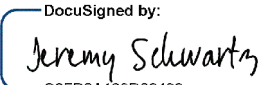
Sourcewell awarded a contract to the Supplier to provide Firefighting Personal Protective Equipment with Related Equipment Cleaning to Sourcewell and its Participating Entities, effective Mach 26, 2024, through March 27, 2028 (Contract).

NOW, THEREFORE, the parties wish to amend the Contract as follows:

1. Section 18. Insurance–Subsection A. Requirements– Item 3. Commercial Automobile Liability Insurance of the Contract is modified to read:  
Minimum Limits: \$500,000 for each accident, a combined single accident
2. Section 18. Insurance–Subsection A. Requirements– Item 5. Professional/ Technical, Errors and Omissions, and/or Miscellaneous Professional Liability of the Contract is deleted in its entirety.
3. Section 18. Insurance–Subsection A. Requirements– Item 6. Network Security and Private Liability Insurance of the Contract is modified to read:  
Minimum limits: \$1,000,000 per occurrence and \$1,000,000 annual aggregate.

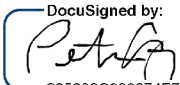
Except as amended by this Amendment, the Contract remains in full force and effect.

**Sourcewell**

By:  DocuSigned by:  
C0FD2A139D06489...  
Jeremy Schwartz, Director of Operations/CPO

Date: 4/9/2024 | 10:42 AM CDT

**Ricochet Manufacturing Company LLC**

By:  DocuSigned by:  
205389C983074E7...  
Peter M. Askey, President

Date: 4/9/2024 | 8:34 AM PDT

## **RICOCHET #010424-RIC**

Pricing for contract #010424-RIC offers Sourcewell participating agencies the following discounts:

- 40% discount off MSRP for Sourcewell members

**Solicitation Number: RFP #010424****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Viking Life-Saving Equipment (America) Inc., 11255 NW 106<sup>th</sup> St., Suite 1, Miami, FL 33178 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Firefighting Personal Protective Equipment with Related Equipment Cleaning 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 27, 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 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 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

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 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.

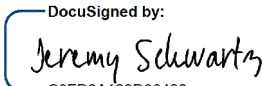
## **22. CANCELLATION**

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.

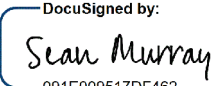
Sourcewell

Viking Life-Saving Equipment  
(America) Inc.

010424-VKN

DocuSigned by:  
  
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By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 4/9/2024 | 2:42 PM CDT \_\_\_\_\_

DocuSigned by:  
  
091E009517DF462...

By: \_\_\_\_\_  
Sean Murray  
Title: Sales Director  
Date: 4/9/2024 | 2:40 PM CDT \_\_\_\_\_



# RFP 010424 - Firefighting PPE and Related Equipment Cleaning

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## Vendor Details

Company Name: VIKING Life Saving Equipment  
11255 NW 106 St. Suite 1  
Address: Miami, FL 33178  
Contact: Sean Murray  
Email: smur@viking-life.com  
Phone: 678-836-7219  
Fax: 678-836-7219  
HST#:

## Submission Details

Created On: Thursday November 16, 2023 13:24:00  
Submitted On: Thursday January 04, 2024 07:26:11  
Submitted By: Sean Murray  
Email: smur@viking-life.com  
Transaction #: a704bf15-b958-47ab-a4b5-e71f8c4d203c  
Submitter's IP Address: 75.88.179.46

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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")	VIKING LIFE-SAVING EQUIPMENT (America) INC.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	VIKING LIFE-SAVING EQUIPMENT A/S, Denmark Corporate HQ VIKING LIFE-SAVING EQUIPMENT LTD. (Thailand) 677, Thailand Manufacturing VIKING (Norfolk) 774, Fire Segment Warehouse/Receiving	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	VIKING LIFE-SAVING EQUIPMENT, VIKING Firefighter Protection, VIKING	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE code - 1KSQ5  Unique Entity Identifier (SAM) # - HFBTXXCR8CN5	*
5	Proposer Physical Address:	11255 NW 106 St. Suite 1 Miami, FL 33178	*
6	Proposer website address (or addresses):	<a href="https://www.viking-fireusa.com/en">https://www.viking-fireusa.com/en</a> <a href="https://www.viking-life.com/">https://www.viking-life.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):	Sean Murray, Sales Director - North America Firefighting Equipment, 2083 Taylor Ridge Rd Nicholasville, KY 40356 smur@viking-life.com, 678-836-7219	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Grant Grinstead, Fire Segment Key Account and Product Manager, North America, 1318 N. Vermillion Ct. Pueblo West, CO 81007 ggr@viking-life.com, 719-989-0590	*
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>VIKING Life-Saving Equipment is a global corporation that has long since conquered the world's oceans and whose name is synonymous with safety at sea. As the VIKING company grew so did its product offerings; from Liferrafts to Lifeboats and DAVITS to MFS and Fire PPE. When you think of safety, Think VIKING.</p> <p>VIKING is also the story of the Sørensen family, whose generations have made their mark on the small town of Esbjerg in Denmark and its harbor. Tage Sørensen (1915-2016) founded Nordisk Gummibådsfabrik, now known as VIKING Life-Saving Equipment A/S, in 1960. He remained the company's active chairman until 2010, when he retired at the age of 95.</p> <p>Tage Sørensen was influenced by the Boy Scout movement and its ideals: honesty, responsibility, helpfulness and respect for others. His values still shape the culture of our company and define its character, helping to guide us as we grow.</p> <p>Core Values and Business Philosophy:</p> <p>VIKING Life-Saving Equipment has been committed to a set of core values and a business philosophy that revolves around protecting human lives all over the world. Some of the key values and philosophies include:</p> <ul style="list-style-type: none"> <li>• <b>Safety First:</b> The primary focus of VIKING is on providing innovative and reliable safety solutions to protect lives at sea and while fighting fires. This commitment is reflected in the design, manufacturing, and servicing of all our products.</li> <li>• <b>Quality and Reliability:</b> VIKING emphasizes the importance of quality and reliability in all aspects of its operations. This commitment is crucial as our safety equipment must perform under challenging conditions.</li> <li>• <b>Customer-Centric Approach:</b> VIKING strives to understand the unique needs and challenges of its customers in the maritime, offshore, and fire industries. This customer-centric approach has led to the development of tailored solutions to meet specific safety requirements.</li> <li>• <b>Innovation:</b> The company has a history of investing in research and development to stay at the forefront of technological advancements. Innovation plays a key role in the continuous improvement of safety products and services.</li> <li>• <b>Sustainability:</b> Our purpose in this world is to protect and save lives. A natural extension of this mission is to make our contribution to protecting the planet from global warming and other human impacts on our environment. Efforts in support of a sustainable environment are a natural extension of the values the company has stood for since our founding in 1960. We are responsible, engaged and globally oriented in everything we do, including when doing our part to reduce climate change.</li> </ul> <p>Industry Longevity and Fire PPE Products or Services:</p> <p>VIKING Life-Saving Equipment has gained industry longevity by consistently adapting to the evolving needs of the maritime and offshore sectors. In the context of Fire PPE, VIKING is one of the world's leading manufacturers with the majority market share in most of Europe, and the fastest growing provider of turn-out gear in North America.</p>
11	What are your company's expectations in the event of an award?	<p>If honored with an award, VIKING Life Saving-Equipment would be thrilled to extend its unwavering commitment to serving Sourcewell's US and Canadian members by providing an enhanced range of Personal Protective Equipment and Accessories. VIKING Life Saving-Equipment pledges to consistently surpass Member expectations, offering an extensive and evolving product portfolio that adapts to market dynamics through continuous innovation and development.</p> <p>To ensure seamless support for the mission of Sourcewell's Members, VIKING Life Saving-Equipment has assembled a dedicated and growing team of 6 US Fire PPE Regional Managers, a Key Account and Product Manager and 3 support personnel. This highly skilled and technically sound team is tasked to closely collaborate with local and regional Fire Departments, Industrial Corporations and Sourcewell Members.</p> <p>Building on Sourcewell's marketing strategies and Member database, VIKING Life Saving-Equipment is committed to promptly and effectively communicating the advantages of our new program upon contract award. We anticipate collaborating with Sourcewell's cross-functional partners to gain insights into fire departments and other agencies within Sourcewell's footprint. This understanding will enable us to provide Members with our top-tier, nationally leveraged solutions to meet their evolving requirements.</p> <p>Recognizing the pivotal role of this focused and dedicated contract implementation process, VIKING Life Saving-Equipment underscores its commitment to ensuring the success of Sourcewell contracts. While celebrating past successes, we acknowledge that a new award necessitates special attention to both existing and new participating Members. Our approach will be calculated and focused, aligning with an expanded offering of Personal Protective Equipment and Accessories, in response to the ever-changing and dynamic Firefighting PPE market.</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>VIKING is a privately held corporation, founded in 1960. In 2018, VIKING acquired the Norwegian company Norsafe, whose lifeboats have been used around the world since 1904. IN 2019, VIKING acquired Drew Marine's FSR division, one of the world's three largest providers of Marine Fire Service.</p> <p>Currently VIKING employs over 3,000 employees around the Globe in 37 foreign subsidiaries at 71 locations, as well as 264 authorized servicing stations.</p> <p>In 2022, the annual accounts show that VIKING grew 14.6% over 2021, as net sales value surpassed DKK 3 billion (\$ 459 Million) and profit before tax exceeded DKK 300 million (\$46 Million).</p> <p>At the time of this bid response the 2023 numbers have not been completely calculated, however VIKING has already exceeded the 2025 Business plan figures due to profound growth across all business segments.</p> <p>Further supporting documentation on the US earnings are uploaded.</p>	*
13	What is your US market share for the solutions that you are proposing?	In the U.S. turnout gear market, VIKING holds a relatively smaller market share. However, we are the fastest growing turnout gear manufacturer with sales increasing over 200+% over the past 2 years. We are extremely confident that we will be within the top 4 providers in the US in the next few years. This will be accelerated significantly with our addition to the Sourcewell contract.	*
14	What is your Canadian market share for the solutions that you are proposing?	The same is true as above, in the Canadian turnout gear market. We have had tremendous growth over the past 2 years and are currently in wear trials with a major metro department that should complete mid 2024. Winning this contract will greatly increase VIKING's market share in Canada, making it one of the top manufacturers in the Canadian market	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	N/A	*
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>We are a manufacturer of Turnout, EMS, Extrication, and Wildland Gear, Hoods and other Fire PPE accessories. We distribute our products through a growing Dealer network of over 60+ partners situated across the U.S. and Canada. VIKING maintains a dedicated Sales team currently comprising of six Regional Sales Managers, a Key Account and Product Manager and a VP of Sales. This entire team actively collaborates with our Dealers, fostering relationships across North America. Also each of our Dealers are usually supported by their own internal Sales Representatives further expanding our reach.</p> <p>Our entire sales team is supported by two additional members in Norfolk, VA. As well as countless others situated in our US HQ in Miami, FL and our Corporate HQ in Esbjerg, Denmark.</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.	<p>FACILITIES: We are ISO-certified to ensure compliance with common standards in quality, environment and occupational health and safety. All large production facilities maintain up-to-date certification according to ISO 14001, environment, and ISO 45001, occupational health and safety, to ensure uniform and robust processes at the factories. The ISO certifications 9001, 14001 and 45001 are now collected under an umbrella certificate.</p> <p>PRODUCTS: All VIKING manufactured products are certified by UL to meet or exceed the NFPA standard for each respective item.</p> <p>PRODUCT MANAGER: Our product manager has 25 years of industry experience. He also holds: a degree in Fire Science; Technician Level Certifications in all levels of Technical Rescue Disciplines; NFPA 1403 Certified ; NFPA Safety Officer Trained. He also sits on multiple NFPA Task Groups and been the FIERO PPE Symposium representative for VIKING for the past 7 years.</p>	*

18	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	<p>PRODUCTS: All VIKING manufactured products are certified by UL to meet or exceed the NFPA standard for each respective item.</p> <p>Our current main products are as follows:</p> <p>VIKING WARRIOR, VIKING LC, VIKING ACADEMY, VIKING Particulate Blocking Hood</p> <p>NFPA 1971 - outlines the minimum requirements for structural firefighting PPE, including helmets, gloves, boots, turnout coats and pants, and self-contained breathing apparatus (SCBA)</p> <p>VIKING SHIELD – The only tri-certified fire gear on the market.</p> <p>NFPA 1977 standard on protective clothing and equipment for wildland fire fighting and urban interface fire fighting</p> <p>NFPA 1951 Standard on Protective Ensembles for Technical Rescue Incidents. This standard presents requirements for the protection of emergency services personnel assigned to or involved in search, rescue, treatment, recovery, decontamination, site stabilization, extrication, and similar operations at technical rescue incidents.</p> <p>NFPA 1999 Standard on Protective Clothing and Ensembles for Emergency Medical Operations specifies minimum documentation, design, performance, testing, and certification requirements for new single-use and new multiple-use emergency medical operations protective clothing used by emergency medical responders prior to arrival at medical care facilities, and used by medical first receivers at medical care facilities during emergency medical operations.</p> <p>All VIKING products adhere to NFPA1851. Which establishes requirements for the selection, care, and maintenance of firefighting protective ensembles to reduce health and safety risks associated with improper maintenance, contamination, or damage.</p> <p>VIKING is committed to safety and one of the driving aspects behind that is innovation. We are currently working on the only ground up female turnout gear, designed to provide a safer garment for the increasing female presence in the NFPA firefighting realm.</p>
19	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 *
20	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>2021 - TT Club Innovation in Safety</p> <p>2019 - Seatrade Awards</p> <p>2019 - Electric &amp; Hybrid Marine Award</p> <p>2019 - Safety at Sea Awards</p> <p>2016 - Recognized by UL for the most innovative design in Fire PPE</p> <p>2007 - DI product award for innovation in protecting lives by integrating sensor technology into lightweight and flexible fire-fighter suits</p> <p>2007 - SASMEX Safety at Sea award for the VELS SMS system</p>
21	What percentage of your sales are to the governmental sector in the past three years	Predominantly, our product distribution is concentrated within local and county municipalities across North America. Although our sales transactions are facilitated through our Dealer Network, the ultimate end-users are typically Fire Departments representing both large and small cities. 90% of all sales are related these institutions.
22	What percentage of your sales are to the education sector in the past three years	VIKING, both directly and indirectly sells to various Fire Training Academies, Schools and other instructional agencies. The total sales percentage to these types of entities currently equals less than 5%.
23	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?	We are not currently a part of any state, provincial, or cooperative purchasing contract.
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We currently do not hold any GSA contracts.

**Table 4: References/Testimonials**

**Line Item 25.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Miami Dade Fire Rescue	Capt. Javier Valdez	305-962-4093
Pueblo Fire Department	Asst. Chief Keith Miller	719-248-8742
Tuscaloosa Fire Department	Lt. Jason Whatley	205-523-1022

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

**Line Item 26.** 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 *	
Miami Dade Fire Rescue	Government	Florida - FL	Multi-year PPE contract 2000+ sets in circulation	average 3-4 academy classes annually, with approx 80 sets per class.  Inventory upkeep orders can be several hundred at a time.	\$1MM+	*
Central Alabama Training Solutions	Education	Alabama - AL	End User and Distributor - Training facility with approx 100 employees	Orders range from 1 set to 100's of sets at a time.	\$4MM+	*
Hawkins County Fire Department	Government	Tennessee - TN	Multiple Fire Departments within a county purchasing together.	initial order of 80 sets for county wide change over to VIKING	\$200K	*
U.S. Air Force - Aviation	Government	District of Columbia - DC	Long standing contract the manufacturing and 5yr servicing of the QDAES - Quick Don Anti Exposure Suit	Orders range from 3-5 suits upwards.	\$4MM+	*
U.S. Air Force - Fire & Emergency Services	Government	District of Columbia - DC	As of October 2023: The VIKING SHIELD garment, currently the only tri-certified ensemble being sought after for primary day usage.	order of 8+ sets at a time	\$100K+	*

**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 *
27	Sales force.	VIKING maintains a dedicated Sales team currently comprising of six Regional Sales Managers, a Key Account and Product Manager and a VP of Sales.  Our entire sales team is supported by two additional members in Norfolk, VA. As well as countless others situated in our US HQ in Miami, FL and our Corporate HQ in Esbjerg, Denmark.
28	Dealer network or other distribution methods.	VIKING distributes its products through a growing Dealer network of over 60+ partners situated across the U.S. and Canada. Each of the dealers has been carefully chosen and trained in VIKING products. Each of these Dealers usually has at least 2 or 3 outside sales reps (sometimes a lot more) that cover specific areas and has key relationships within the Fire Departments.
29	Service force.	At present, we do not provide service on our products; instead, we rely on certified and vetted ISPs, throughout the US and Canada, to address maintenance and warranty issues pertaining to our turnout gear. With the anticipated success of this awarded bid, we aspire to integrate this service directly into our offerings, enhancing convenience and support for our valued customers.
30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The VIKING Dealers and sales reps work to build strong lasting relationships with end users across their territories. They work to assist the end user in each step of the sales process, from needs analysis, configuration, wear trial, sizing, and purchasing. Our staff are available as needed regardless of traditional office hours. For an order to be placed require a completed configuration form, a correct sizes based on the VIKING measurement form, and a purchase order. Once these three items are received, the orders will be entered and a sales confirmation will be sent within 2 business days for review. To make the order process more efficient we are finalizing an online 3D configuration form that will allow End users, Dealers and our sales reps to configure suits in real-time.
31	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.	The VIKING customer service team is located in Norfolk, Va. and are available Mon - Fri from 7:30am - 5:30pm EST. The external sales team are generally available between 8am-6pm local time (we have sales reps in all continental time zones) with varied hours as needed.  Response times can vary depending on the situation, however most matters are answered within the same day.  We take great pride in not only the products we offer but also in the unparalleled level of customer service we provide. Our commitment to excellence extends beyond the quality of our offerings; it is embedded in every interaction we have with our valued customers. At the heart of our company ethos is a dedication to ensuring the utmost satisfaction and support for those who choose our products.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are fully committed and well-prepared to extend our products to Sourcewell's participating entities in the United States, which remains at the heart of our core market. Our dedication to ensuring seamless access and delivery aligns with the diverse needs of Sourcewell's members. Our team is poised to collaborate closely with Sourcewell's entities in the US, showcasing our unwavering commitment to delivering high-quality solutions tailored to their specific requirements
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our commitment does not and will not stop at the US/Canada border. We are also well-prepared to expand our product offerings to Sourcewell's participating entities in Canada. We are equally dedicated to ensuring seamless access and delivery for our Canadian counterparts. Our team is ready to foster close collaboration with Sourcewell's entities in Canada, exemplifying our unwavering commitment to providing high-quality solutions customized to meet their specific requirements.
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	VIKING has no geographic limitations in the US or Canada, or anywhere else in the world. We can and will provide the best Fire PPE wherever and whenever needed.
35	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?	Currently, we perceive no constraints in our coverage of the North American market.
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions that would apply for Hawaii or Alaska. IT should be understood that do to their distance from the continent. That there may be additional shipping costs and lead times due to shipping distance.



**Table 7: Marketing Plan**

Line Item	Question	Response *
37	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>VIKING's marketing strategy for this Sourcewell contract focuses on enhancing awareness, competitiveness, and member engagement. Through a comprehensive plan that integrates digital tools and targeted campaigns, we aim to exceed member expectations and emphasize the contract's value.</p> <p>Our approach includes the following key components:</p> <p>* Targeted Advocacy Campaigns:            Press release announcing the new Sourcewell award.            Social media platform broadcasts.            Updated Sourcewell Landing Page.            Direct mail catalog featuring Tools, Emergency Preparation, Safety, and Fall/Winter Seasonal items.            Radio/television advertisements.            Profile Sourcewell at trade shows and government events.</p> <p>*Custom Member Experience:            Member-specific landing page upon login, providing detailed content on contract member pricing and benefits, including marketing documents and presentations designed for member engagement.</p> <p>*Media Kit:            A bundle of VIKING-branded flyers, print ads, and digital banner ads for use in marketing and sales programs for Sourcewell.</p> <p>Additionally, our multi-pronged marketing approach involves educating our Regional Sales Managers and in turn, their Dealer's and Dealer Sales Reps as a critical launch component. Regular communications through our mailing list, targeting dealers, sales reps, and industry partners, will promote the program and its benefits. We will leverage targeted social media for promotion, carefully crafting messages to account for regional availability. Marketing brochures are attached for further reference.</p> <p>This approach aims to create a cohesive and impactful marketing strategy for VIKING in promoting the Sourcewell contract.</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>VIKING's marketing strategy is digitally focused, utilizing channels such as paid search, display/programmatic, social media, email, and SEO. Traditional methods like print advertising and targeted mailings are also employed. Collaborating with VIKING provides Sourcewell access to a global marketing team with digital innovation capabilities, ensuring relevance, competitiveness, and simplicity throughout the marketing lifecycle.</p> <p>Digital tools and technologies implemented for Sourcewell Members include:</p> <p>*Paid Search: Targets MRO purchase intent on major search engines like Google, Bing, and Yahoo, offering scalability, measurability, and quick adaptability to evolving Member needs.</p> <p>*SEO: Enhances <a href="http://www.viking-fireusa.com/en">www.viking-fireusa.com/en</a> and <a href="http://www.viking-life.com">www.viking-life.com</a> visibility in non-paid search engine results, employing technical design and content strategies. Third-party tools track performance metrics for continual improvement.</p> <p>*Interactive Media: Utilizes data-driven technology to optimize the delivery of relevant digital ads to targeted customers, leveraging online user data to serve Members with personalized messages and supporting various business objectives.</p> <p>Other channels like radio, direct mail, catalogs, tradeshow, and marketing collateral are also integrated into the strategy. Statistical models guide direct mail campaigns, while customer research and data-driven insights inform radio and event engagements, ensuring relevance and effectiveness.</p>
39	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>VIKING looks forward to strengthening its partnership with Sourcewell, leveraging Sourcewell's market reputation and insights. If awarded VIKING will plan joint promotional efforts through avenues such as promotional campaigns, co-branded advertising, Sourcewell's digital presence, and collaborative event sponsorships. The Sourcewell contract will be seamlessly integrated into VIKING's Sales Team, with a robust implementation plan.</p> <p>To maximize the impact of successful contract wins, VIKING will actively promote victories, incorporating them into presentations across North America. These wins will also be highlighted at trade shows, showcasing turnout gear in their specific regions. As success builds, the partnership's achievements become a focal point in promoting the collaboration between VIKING and Sourcewell within their respective networks.</p>
40	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>VIKING is pleased to share details about our advanced online system available through our Dealer Portal. This robust platform empowers users to log in, research fabrics and technical specifications, build quotes, develop specifications, gather crucial detailed information, and review pricing. We take pride in the efficiency and user-friendly features of this resource.</p> <p>Furthermore, we are thrilled to announce the development of a groundbreaking real-time 3D online turnout gear configuration tool. This innovative tool allows users to dynamically customize and visualize their own turnout gear configurations.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
41	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 offer diverse approaches to training all End Users, Dealers and Sales Force, both pre and post-sale. Training sessions can be conducted through various means, including in-person sessions with our VIKING Sales Reps or Dealer Reps. We can also utilize digital means such as online meeting platforms and instructional videos from our website.</p> <p>AT VIKING we prefer in-person training, allowing for a hands-on experience with the garments, offering substantial value to the learning process. While not mandatory, it enhances the overall training experience. Additionally, our robust presence at numerous trade shows throughout North America provides an excellent opportunity for departments and their personnel to join us for interactive learning sessions.</p> <p>Our Regional Sales Managers (RSMs) frequently travel within their regions, offering detailed in-person training sessions for departments and dealers. For those able to travel, we extend invitations to our many regional gatherings, a yearly Dealer Forum as well as specific training at our partner supplier's manufacturing facilities. We place a tremendous value on training and growth of the industry's fundamental knowledge base.</p>
42	Describe any technological advances, unique design, and/or feature attributes that your proposed products or services offer.	<p>VIKING's proposed products showcase a blend of cutting-edge technological advances, unique design elements, and innovative features that set them apart in the market.</p> <ul style="list-style-type: none"> <li>• RFID and NFC Integration: <ul style="list-style-type: none"> <li>o All our garments are equipped with state-of-the-art RFID (Radio-Frequency Identification) and NFC (Near Field Communication) chips. This technology enhances tracking, allowing for efficient inventory management and ensuring quick identification of each garment. It contributes significantly to the overall safety and accountability of the wearer.</li> </ul> </li> <li>• Ergonomic Design for Minimal Physiological Impact: <ul style="list-style-type: none"> <li>o One of our core design principles revolves around creating garments that not only meet safety standards but also prioritize wearer comfort. Our ergonomic designs aim to limit physiological changes to the wearer, ensuring a more comfortable and less intrusive experience during extended use. This emphasis on ergonomic design is pivotal for users in demanding professions, such as firefighting.</li> </ul> </li> <li>• Customizable Features: <ul style="list-style-type: none"> <li>o VIKING products offer a range of customizable features, allowing users to tailor their gear to specific needs and preferences. This includes adjustable straps, modular components, and personalized fit options to enhance overall usability and comfort.</li> </ul> </li> <li>• Innovative Material Selection: <ul style="list-style-type: none"> <li>o Our commitment to innovation extends to the materials used in garment construction. We leverage advanced fabrics and materials that not only meet rigorous safety standards but also enhance durability, breathability, and overall performance. This ensures that our products withstand the demands of challenging environments.</li> </ul> </li> <li>• Enhanced Visibility Features: <ul style="list-style-type: none"> <li>o Our products incorporate advanced visibility features, including reflective elements and high-visibility materials. This ensures that wearers remain visible in low-light conditions, adding an extra layer of safety to their operational environments.</li> </ul> </li> </ul> <p>In summary, VIKING's proposed products stand at the forefront of technological innovation, boasting RFID and NFC integration, ergonomic design considerations, customizable features, advanced materials, enhanced visibility, and a commitment to sustainability. These attributes collectively redefine safety and comfort standards in the industry.</p>

43	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>AT VIKING, Sustainability is at the heart of our business.</p> <p>Our purpose in this world is to protect and save lives. A natural extension of this mission is to make our contribution to protecting the planet from global warming and other human impacts on our environment.</p> <p>Efforts in support of a sustainable environment are a natural extension of the values the company has stood for since our founding in 1960. We are responsible, engaged and globally oriented in everything we do, including when doing our part to reduce climate change.</p> <p><b>*Our ambition</b> We have set ambitious goals for sustainability. By 2030 at the latest, we will achieve a balance between the amount of carbon dioxide we emit and the amount by which we reduce global emissions. In fact, we expect to achieve carbon neutrality even sooner.</p> <p><b>*Our approach</b> ESG – Environment, Social and Governance – is gaining traction as a more transparent and measurable way of looking at sustainability and we have formed a comprehensive ESG strategy as core to the purpose of our company.</p> <p>With a structured ESG approach - rooted in the 10 principles of the UN Global Compact and the 17 Sustainable Development Goals formulated by the United Nations - we want to implement these actions throughout our organization and value chain, including suppliers and partners.</p> <p>Our focus areas:</p> <p><b>*Saving lives</b> In line with our mission, we provide safety at sea by ensuring quality, reliability and innovation in our products and services. We achieve these aims by listening to our stakeholders and collaborating with relevant authorities.</p> <p><b>*Environment</b> We intend to be a leading company in the industry when it comes to sustainability, and before 2030 our entire business will be carbon neutral. We are increasingly using methods that support environmental sustainability in our selection of raw materials, energy consumption, waste management and logistics.</p> <p><b>*Social responsibility</b> We offer our employees an open, inclusive, safe and supportive workplace. We believe that this enables us to attract and retain the best employees. We have programs for students and people with special needs that help to ensure equal access to employment for all. We strive to support and improve the local communities in which we operate and to make positive transformations.</p> <p><b>*Corporate management</b> We are committed to achieving long-term success through responsible and ethical business practices in every link of the value chain. We often define and hold ourselves to standards that significantly exceed the mere minimums required by law.</p> <p>Read more about our strategy, ambitions and governance in our sustainability reports - Uploaded.</p>
44	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>VIKING takes pride in its commitment to environmental sustainability and responsible business practices. Our dedication is reflected in our compliance with ISO 14040/44 standards, ensuring that our operations align with internationally recognized environmental management principles.</p> <p>While we do not have specific third-party eco-labels, ratings, or certifications for the equipment or products in our proposal, it is essential to highlight that VIKING actively follows and supports several United Nations Sustainable Development Goals (SDGs). These goals guide our efforts to contribute positively to global sustainability and societal well-being. Specifically, VIKING focused on the following:</p> <p>Goal 3: Good Health and Well-being: VIKING prioritizes the health and well-being of our employees and stakeholders, ensuring a safe and supportive working environment.</p> <p>Goal 4: Quality Education: We believe in the power of education and strive to contribute to educational initiatives within our community, fostering knowledge and skill development.</p> <p>Goal 8: Decent Work and Economic Growth: VIKING is committed to providing fair and decent employment opportunities, contributing to economic growth in a sustainable and responsible manner.</p> <p>Goal 12: Responsible Consumption and Production: VIKING actively works towards sustainable and responsible consumption patterns, minimizing waste and reducing our environmental footprint.</p> <p>Goal 13: Climate Action: Addressing climate change is a top priority for VIKING. We implement measures to reduce our greenhouse gas emissions and promote climate-resilient practices.</p> <p>Goal 16: Peace, Justice, and Strong Institutions: VIKING supports the establishment of peaceful and just societies, promoting transparency and ethical practices within our organization and in the communities we serve.</p>
45	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

46	<p>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>	<p>VIKING Fire PPE distinguishes itself in the global market with unique attributes that set our company, products, and services apart, presenting compelling advantages for Sourcewell participating entities:</p> <p><b>*Global Recognition and Expertise:</b> As a globally recognized leader in the firefighting industry, VIKING brings a wealth of expertise and a proven track record in providing top-tier Personal Protective Equipment (PPE). Our extensive experience positions us as a trusted partner for Sourcewell entities seeking reliable and renowned solutions.</p> <p><b>* Proprietary Fabrics:</b> VIKING has worked with the best fabric mills in the world to create numerous exclusive fabrics such as the VIKING IQ and LC fabrics.</p> <p><b>*Cutting-edge Technology Integration:</b> VIKING is at the forefront of technology integration in fire PPE. Our gear incorporates advanced features such as DuPont Nano Membrane technology, ensuring superior protection against particulate matter. This dedication to innovation equips Sourcewell participants with state-of-the-art solutions.</p> <p><b>*Data-Driven Insights and Trends:</b> We leverage data analytics to glean insights into global trends, emerging technologies, and evolving industry standards. This data-driven approach enables us to anticipate future needs and provide Sourcewell entities with cutting-edge solutions that align with industry advancements.</p> <p><b>*Customization for Diverse Needs:</b> Recognizing the diverse requirements of Sourcewell participating entities, VIKING excels in customization. Our PPE solutions offer a range of sizing options, fitting trials, and alterations to ensure a tailored fit and optimal performance, accommodating the unique demands of various firefighting scenarios.</p> <p><b>*Comprehensive Training and Support:</b> VIKING goes beyond product delivery, offering comprehensive training and educational support. Our commitment extends to empowering Sourcewell entities with the knowledge and skills needed for effective product utilization, enhancing operational readiness.</p> <p><b>*Proactive Approach to Standards Compliance:</b> VIKING is proactive in adhering to and surpassing industry standards. Our products undergo rigorous testing and certifications to ensure compliance with regulations, providing Sourcewell participants with the assurance of safety and quality.</p> <p><b>*Active in Global Sustainability:</b> VIKING is committed to sustainability, incorporating eco-friendly materials and manufacturing practices into our PPE solutions. This not only aligns with the growing global emphasis on sustainability but also positions Sourcewell entities as leaders in responsible procurement.</p> <p>In summary, VIKING Fire PPE brings a combination of global recognition, propriety fabrics, technological innovation, data-driven insights, customization options, comprehensive support, and sustainability practices to Sourcewell participating entities. These unique attributes collectively position VIKING as a reliable and forward-thinking partner, ready to elevate the safety and efficiency of firefighting operations worldwide.</p>
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**Table 9A: 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 *	
47	Do your warranties cover all products, parts, and labor?	Yes, our warranties cover all products, parts, and labor. Please see the attached document for more detailed information.	*
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no restrictions in our warranty for garments that have been properly used and maintained.	*
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	N/A	*
50	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	All warranty repairs need to be returned to a VIKING certified ISP (located throughout the US and Canada) There are no geographic regions in the US or Canada that are excluded.	*
51	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?	N/A	*
52	What are your proposed exchange and return programs and policies?	Please see the attached Warranty document for more detailed information.	*
53	Describe any service contract options for the items included in your proposal.	We can offer annual inspections and gear cleaning to contract proposals as needed.	*

**Table 9B: Performance Standards or Guarantees**

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

Line Item	Question	Response *	
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54	Describe any performance standards or guarantees that apply to your services	<p>VIKING is committed to upholding rigorous performance standards and guarantees to ensure the highest level of quality and satisfaction for our services. Here are key aspects of our performance commitments:</p> <p><b>*Compliance with Industry Standards:</b> Our products and services adhere to industry-specific standards, such as NFPA (National Fire Protection Association) standards, ensuring that they meet or exceed established benchmarks for safety, functionality, and performance.</p> <p><b>*Certifications:</b> VIKING products undergo testing and certification processes, earning accreditations from relevant authorities. These certifications provide assurance of compliance with recognized standards and regulations.</p> <p><b>*Durability and Longevity:</b> We guarantee the durability and longevity of our products under normal usage conditions. VIKING gear is designed and tested to withstand the rigors of firefighting, technical rescue, and emergency medical operations.</p> <p><b>*Product Performance in Varied Environments:</b> Our products are tested for performance in diverse environments, including but not limited to wildland firefighting, technical rescue/extrication, and EMS operations. They are designed to perform reliably across a spectrum of scenarios.</p> <p><b>*Quality Assurance:</b> VIKING maintains stringent quality assurance processes throughout the manufacturing and service delivery chain. This ensures that every product leaving our facilities meets our exacting standards for craftsmanship, safety, and reliability.</p> <p><b>*Customization Satisfaction:</b> We guarantee satisfaction with our customization options, ensuring that tailored solutions, including sizing, fitting, and alterations, meet the specific needs and preferences of Sourcewell participating entities.</p> <p><b>*Timely Delivery:</b> VIKING is committed to delivering products and services within agreed-upon timelines. Our logistics and distribution processes are optimized to ensure timely delivery to Sourcewell participating entities.</p> <p><b>*Customer Support:</b> Our commitment extends beyond the point of sale. VIKING provides reliable customer support services to address any inquiries, concerns, or issues that may arise post-purchase, ensuring ongoing satisfaction.</p> <p>Our dedication to these performance standards and guarantees reflects VIKING's unwavering commitment to excellence, safety, and customer satisfaction. We stand behind the quality and reliability of our products and services to provide Sourcewell participating entities with confidence in their procurement choices.</p>
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55	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>VIKING is committed to delivering exceptional service to our customers, and we uphold the following service standards and guarantees to ensure a positive and reliable experience:</p> <p>*Customer Support Excellence: We guarantee responsive and effective customer support, providing timely assistance for inquiries, technical support, and issue resolution. Our service team is dedicated to delivering exceptional assistance throughout the customer journey.</p> <p>*Timely Communication: VIKING is committed to clear and timely communication with our customers. Whether providing updates on order status, responding to inquiries, or addressing service-related matters, we strive to keep Sourcewell participating entities well-informed.</p> <p>*Warranty and Certified ISPs: We offer comprehensive warranty coverage and a network of certified ISP'd that form the backbone of our service commitments. These agreements provide Sourcewell participating entities with clarity on what to expect in terms of support and resolution timelines.</p> <p>*Return and Replacement Policies: VIKING maintains transparent and fair return and replacement policies. In the rare instance of product defects or issues, our policies outline the steps for returns and replacements, ensuring a hassle-free process for our customers.</p> <p>*Quality Assurance Checks: We conduct regular quality assurance checks on our products and services. This includes post-purchase evaluations and follow-ups to ensure that our customers are satisfied with their VIKING experience.</p> <p>*Training and Educational Support: VIKING offers training and educational support to Sourcewell participating entities. Our commitment extends beyond product delivery to providing resources and guidance on product usage, maintenance, and best practices.</p> <p>*Performance Metrics and Continuous Improvement: Internally, VIKING sets and monitors key performance indicators (KPIs) related to customer service. This includes response times, resolution rates, and customer satisfaction metrics. Continuous improvement initiatives are implemented based on these metrics.</p> <p>*Accessibility and Transparency: VIKING is committed to accessibility and transparency in our service processes. Sourcewell participating entities can access relevant information about their orders, warranties, and service requests through user-friendly platforms.</p> <p>These service standards and guarantees underscore VIKING's commitment to delivering not only high-quality products but also exceptional support and service throughout the customer lifecycle. We prioritize customer satisfaction and seek to continuously improve our service offerings based on feedback and evolving customer needs.</p>
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
56	Describe your payment terms and accepted payment methods.	VIKING's payment terms are NET 30
57	Describe any leasing or financing options available for use by educational or governmental entities.	VIKING does not offer any leasing or financing options at this time.
58	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.	As each item is tailored to the individual firefighter, along with the standard purchase order, VIKING requires a custom sizing form. This form must be carefully measured by either a VIKING representative or an authorized VIKING dealer. Additionally, the fully completed configurations form will be required for order submission.
59	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?	VIKING accepts all types of AMEX, VISA, MasterCard, and Discover Card cards as a means of payment. There is no additional cost to Members for this process. VIKING will also work any department or entity that wishes to streamline payment with other options such as bank wire or ACH.

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 *
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60	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.	VIKING is pleased to offer a comprehensive pricing model designed to provide Sourcewell participating entities with cost-effective access to our premium life-saving equipment. Our pricing structure is straightforward and transparent, featuring a set discount off the Manufacturer's Suggested Retail Price (MSRP) for each item in our proposal.  See attached pricing model.	*
61	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.	VIKING will offer a 30% discount off MSRP.  VIKING is committed to delivering exceptional value through our life-saving equipment, and we believe our discounted pricing model aligns with Sourcewell's goal of providing cost-effective solutions to its members.	*
62	Describe any quantity or volume discounts or rebate programs that you offer.	VIKING recognizes the diverse needs of Sourcewell participating entities, and we are committed to fostering a flexible and collaborative partnership. While we do not have standardized quantity or volume discounts or rebate programs, we approach each case individually to ensure that the unique requirements of our clients are met.  We believe in tailoring our offerings to match the specific needs and scale of each Sourcewell member. Our dedicated team is open to negotiating discounts on a case-by-case basis, taking into consideration factors such as order volume, recurring purchases, and the nature of the engagement.  At VIKING, we understand the importance of creating a mutually beneficial relationship, and our commitment to flexibility ensures that Sourcewell members can explore discount options that align with their procurement strategies and budget considerations.  We welcome the opportunity to discuss and negotiate discounts based on the specific requirements of Sourcewell participating entities, and we are confident in our ability to provide competitive and customized pricing solutions.	*
63	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.	VIKING will supply quotes for sourced products per request.	*
64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The pricing submitted with our response is comprehensive and transparent, encompassing the majority of the total cost of acquisition. It is important to note that shipping costs are the only additional expenses not included in the initial pricing. We adhere to a straightforward pricing structure, and beyond shipping, there are no hidden or additional charges associated with our proposed products and services.  Specifically, we do not charge for:  *Extended Warranty: We offer competitive warranty terms, and there are no additional charges for extended warranty periods.  *Rush Orders: Clients can opt for expedited processing of orders when necessary, and we do not impose additional charges for rush orders.  *Training: Our commitment to customer service includes comprehensive training programs. The costs associated with mandatory training for the use and maintenance of our products are included in the overall pricing.  There are no third parties associated with additional costs beyond the shipping charges. VIKING is dedicated to providing transparent and all-inclusive pricing to facilitate a straightforward and beneficial procurement process for Sourcewell participating entities. We welcome any further inquiries or discussions to ensure complete clarity regarding the total cost of acquisition.	*
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	VIKING understands the importance of a comprehensive and cost-effective freight, shipping, and delivery program to provide optimal value to Sourcewell participating entities. Our program is designed to be flexible, efficient, and customer-centric.  VIKING collaborates with all major shipping companies, ensuring a broad range of options for our customers. We are committed to securing the best shipping rates possible. VIKING works closely with customers to negotiate rates based on factors such as order volume, delivery destination, and preferred carriers.  Our customer support team is readily available to assist with any shipping-related inquiries or concerns. We strive to provide timely and effective solutions to enhance the overall customer experience.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	VIKING's freight, shipping, and delivery program is designed to be adaptable to the unique needs of Sourcewell participating entities. By prioritizing cost efficiency, flexibility, and transparent communication, we aim to optimize the shipping process and contribute to a positive overall procurement experience.  This adaptability and service excellence to Sourcewell members in Alaska, Hawaii, Canada, and anywhere else around the world will ensure seamless and tailored shipping solutions for all.	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We are always willing to try and assist a customer or end user their unique needs. VIKING will assess these on a case-by-case basis.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
68	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	While it is hard to have and apples- to-apples comparison on turnout gear, due to the numerous fabric combinations and choices of configurations. Our pricing proposal through Sourcewell will be comparable to the same discount given to our larger contracts.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
69	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>As a global leader in Safety, VIKING places significant emphasis on compliance, whether it being safety standards or contracts. We recognize the importance of understanding and implementing the necessary processes and system functionalities to operationalize contract terms fully. With extensive experience, VIKING ensures that its processes and systems are strategically designed to uphold contract compliance, encompassing pricing adherence and administrative fee payments. Our comprehensive approach involves aligning people, processes, and systems.</p> <p>All orders will have specific reference code that will be logged upon order entry. To guarantee ongoing accuracy, monthly reports will be run and available upon request. In the event of any discrepancies, prompt adjustments are made, and the Member will be duly credited, underscoring our commitment to maintaining contract integrity.</p>
70	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 awarded a contract, VIKING is dedicated to implementing comprehensive internal metrics to assess and ensure the success of the engagement. Some key internal metrics we would track include:</p> <p><b>*On-Time Delivery Performance:</b> Measure the percentage of orders delivered on time to Sourcewell participating entities. Timely delivery is critical to meeting the expectations of our clients.</p> <p><b>*Customer Satisfaction and Feedback:</b> Implement regular customer satisfaction surveys and feedback mechanisms to gauge the satisfaction levels of Sourcewell members. This provides valuable insights into areas for improvement and ensures alignment with customer expectations.</p> <p><b>*Order Accuracy:</b> Track the accuracy of order fulfillment, ensuring that the products delivered match the specifications outlined in the contract. Minimizing errors in product selection and delivery is crucial for customer satisfaction.</p> <p><b>*Compliance with Contract Terms:</b> Monitor adherence to the terms and conditions specified in the contract. This includes pricing accuracy, warranty provisions, and any other contractual obligations to ensure compliance and transparency.</p> <p><b>*Response Time to Inquiries:</b> Measure the average response time to inquiries from Sourcewell participating entities. Swift and effective communication is essential for addressing concerns, providing information, and fostering a positive customer experience.</p> <p><b>*Cost Management:</b> Track internal costs associated with the fulfillment of the contract, including production costs, shipping expenses, and any other relevant expenditures. Continuous cost monitoring ensures financial sustainability and competitiveness.</p> <p><b>*Post-Sale Support and Issue Resolution:</b> Monitor the efficiency and effectiveness of post-sale support, including issue resolution processes. Timely and satisfactory resolution of any concerns contributes to long-term customer satisfaction.</p> <p><b>*Market Expansion:</b> Evaluate the success of efforts to expand market reach and engagement with Sourcewell members in diverse regions, such as Alaska, Hawaii, Canada, and globally. Tracking new partnerships and market growth is indicative of contract success.</p> <p>These internal metrics collectively enable VIKING to gauge the performance of the contract, identify areas for improvement, and ensure the continuous enhancement of our services to meet the evolving needs of Sourcewell participating entities.</p>
71	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.)	VIKING will allocate a 1.5% administrative fee to Sourcewell.

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

Line Item	Question	Response *
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72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Below is a brief description of our product offerings, a more detailed description is uploaded in our catalog.</p> <p><b>*Structural Fire Turnout Gear</b>  <b>VIKING WARRIOR-</b> embodies top-tier excellence—an exceptional collection of cutting-edge, ergonomically designed personal protective equipment. Meticulously crafted, this line represents innovation at its finest, providing the wearer with unmatched levels of protection and flexibility.</p> <p><b>VIKING ACADEMY Gear</b> - exemplifies cost-effective excellence—a distinguished range of designed personal protective equipment tailored for educational facilities. Carefully crafted, this line symbolizes innovation, delivering outstanding levels of protection and flexibility at a budget-friendly cost for educational institutions.</p> <p><b>VIKING Particulate Blocking Hood</b> - a three-layer conformance hood featuring DuPont Nano Membrane technology for enhanced particulate protection. The synergy of three layers forms a formidable defense against particulate matter, while the advanced membrane provides an extra barrier, setting a new standard for protection. Offering the ultimate in breathability and situational awareness in a particulate blocking hood.</p> <p><b>Tri-Certified Gear</b>  <b>* VIKING SHIELD</b> - Versatility Unleashed for Technical Rescue/Extrication, EMS, and Wildland Firefighting  This dynamic gear is triple certified for technical rescue/extrication, EMS, and wildland firefighting, offering a multi-purpose solution that seamlessly transitions between tasks. With the ability to switch roles by simply changing the lining, VIKING SHIELD is not a compromise but a premium choice, providing top-of-the-line ergonomic comfort and fit in any scenario.</p> <p>For firefighters facing the diverse challenges of technical rescue/extrication, wildland firefighting, and emergency medical operations, mobility and flexibility are paramount. VIKING SHIELD delivers a new level of protection and breathable comfort, alleviating the burdens a hot and demanding work environment.</p>
73	Describe available options for customization of the products and/or equipment offered in your proposal.	<p>VIKING offers a range of customization options to tailor products and equipment according to specific needs. Some available options for customization include:</p> <p><b>*Sizing Options:</b>  Provide a variety of sizing options to ensure a personalized fit for individual users, enhancing comfort and mobility.</p> <p><b>*Color and Design Choices:</b>  Offer a selection of colors and design elements, allowing Members to customize the appearance of the gear to align with organizational preferences or branding.</p> <p><b>*Custom Name Plates &amp; Department Tags:</b>  Allow for custom name plate and Department tags, enabling Sourcewell participating entities to incorporate logos, names, or other identifiers on the gear.</p> <p><b>*Specialized Features:</b>  Provide the flexibility to include or modify specific features based on the unique requirements of users or specific operational needs.</p> <p><b>*Reflective Trim or Markings:</b>  Offer options for reflective trim or markings to enhance visibility and safety in various working conditions.</p> <p><b>*Material Choices:</b>  Depending on the product, allow for customization of materials to accommodate specific performance, durability, or safety requirements.</p> <p><b>*Accessory Attachments:</b>  Provide options for accessory attachments or modifications to support the integration of additional tools or equipment based on user preferences.</p> <p><b>*Personalization for EMS Gear:</b>  For EMS gear, customization options may include pockets, compartments, or layouts tailored to the specific needs of emergency medical personnel.</p> <p>VIKING is committed to working closely with Sourcewell participating entities to understand their unique requirements and provide customized solutions that align with operational preferences, safety standards, and organizational branding.</p>

74	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	<p>VIKING employs a meticulous process for sizing and fitting of our products to ensure an optimal user experience. Here's an overview of our approach:</p> <p><b>*Sizing Assessment:</b> We begin by offering a comprehensive sizing guide to assist Sourcewell participating entities in determining the most suitable sizes for their users. This guide takes into account a minimum of 9 body measurements to facilitate accurate sizing.</p> <p><b>*Real-Life Sizing Options:</b> VIKING goes beyond standard small-medium-large sizing options. We provide real-life sizing choices to offer a more tailored and ergonomic fit. This ensures that our products cater to the diverse body shapes and sizes of users.</p> <p><b>*Fitting Trials:</b> We encourage fitting trials with our sizing sets available upon request. This allows users to physically try on the gear before making a final decision. This step is crucial to verifying the accuracy of sizing and addressing any comfort or fit concerns.</p> <p><b>*Customization for Unique Body Shapes:</b> Recognizing that standard sizing may not always accommodate unique body shapes, VIKING offers customization options to tailor the gear to individual requirements. This may include adjustments to accommodate specific proportions or preferences.</p> <p><b>*Feedback Integration:</b> We value customer feedback and incorporate it into our design and sizing processes. Continuous improvement is driven by the insights gained from users, allowing us to refine our sizing and fitting approaches over time.</p> <p>Our commitment to user comfort, safety, and satisfaction guides our sizing, fitting, and alteration processes. By providing a range of sizing options, encouraging fitting trials, and offering customization services, we ensure that VIKING products deliver an unmatched level of tailored performance for Sourcewell participating entities.</p>
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Firefighter PPE, Turnout Gear, Multi-Hazard Gear, Extrication Gear, EMS Gear, Wildland Gear, Hoods, Suspenders, Belts

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
76	Protective Clothing	<input checked="" type="radio"/> Yes <input type="radio"/> No	We manufacture turnout and technical extrication, EMS and Wildland certified gear. Along with particulate blocking hoods, escape belts, suspenders and other turnout gear accessories.
77	Helmets and related accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
78	Other related equipment and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	We manufacture particulate blocking hoods, turnout gear belts, suspenders and other turnout gear accessories.
79	Firefighting apparel and station-wear	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
80	Extractors, laundry machines, mechanical dryers, drying and storing racks	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
81	Cleaning and decontamination service and maintenance	<input type="radio"/> Yes <input checked="" type="radio"/> No	
82	Firefighting PPE cleaning supplies	<input type="radio"/> Yes <input checked="" type="radio"/> No	
83	Cleaning equipment for other firefighting equipment and tools	<input type="radio"/> Yes <input checked="" type="radio"/> No	
84	Services Related to the equipment described above	<input type="radio"/> Yes <input checked="" type="radio"/> No	

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

**Line Item 85. 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 Plan - Sourcewell -FINAL.pdf - Thursday January 04, 2024 07:22:55
  - [Financial Strength and Stability](#) - Signed\_Annual report 2022 Viking Life-Saving Equipment.pdf - Friday December 22, 2023 16:21:30
  - [Marketing Plan/Samples](#) - Marketing files.zip - Thursday December 28, 2023 14:02:08
  - [WMBE/MBE/SBE or Related Certificates](#) - ISO14001 certificate.pdf - Friday December 22, 2023 16:23:48
  - [Warranty Information](#) - Warranty document updated 12-4-2023.pdf - Wednesday December 27, 2023 10:46:46
  - [Standard Transaction Document Samples](#) - Standard Transaction Docs.zip - Friday December 29, 2023 12:12:42
  - Requested Exceptions (optional)
  - [Upload Additional Document](#) - Sustainability Report-Catalog-.zip - Friday December 29, 2023 13:28:11

## 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. - Sean Murray, Director of Sales - North America Firefighting Equipment, VIKING Life Saving Equipment

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



☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Fri December 15 2023 12:51 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu December 14 2023 01:51 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Mon December 4 2023 04:00 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu November 30 2023 10:28 AM	<input checked="" type="checkbox"/>	2
Addendum_1_Firefighting_PPE_and_Related_Equipment_Cleaning_RFP_010424 Thu November 9 2023 04:34 PM	<input checked="" type="checkbox"/>	1

## **Viking #010424-VKN**

Pricing for contract #010424-VKN offers Sourcewell participating agencies the following discounts:

- 30% discount off MSRP for Sourcewell members



**RFP #010424**  
**REQUEST FOR PROPOSALS**  
**for**  
**Firefighting Personal Protective Equipment with Related Equipment Cleaning**

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

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Firefighting Personal Protective Equipment with Related Equipment Cleaning 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 4, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

**SOLICITATION SCHEDULE**

Public Notice of RFP Published:	November 9, 2023
Pre-proposal Conference:	November 30, 2023, 2:00 p.m., Central Time
Question Submission Deadline:	December 20, 2023, 4:30 p.m., Central Time
<b>Proposal Due Date:</b>	<b>January 4, 2024, 4:30 p.m., Central Time</b> Late responses will not be considered.
Opening:	January 4, 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:

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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.

- 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 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 Firefighting Personal Protective Equipment with Related Equipment Cleaning, such as:
  - a. Firefighting Personal Protective Equipment (PPE) for all types of fire and rescue service; including, but not limited to:
    - i. Protective Clothing;
    - ii. Helmets and related accessories;
    - iii. Other related equipment and accessories (e.g. belts, suspenders, straps, radio holders, eye protection, etc.); and,
    - iv. Firefighting apparel and station-wear, Proposers may include firefighting apparel and station-wear to the extent that these solutions are complementary to the purchase of the equipment and products being proposed.
  - b. Firefighting PPE cleaning and decontamination equipment and service; including but not limited to:
    - i. Extractors, laundry machines, mechanical dryers, drying and storing racks;
    - ii. Cleaning and decontamination service and maintenance;
    - iii. Firefighting PPE cleaning supplies; and,
    - iv. Cleaning equipment for other firefighting equipment and tools.
  - c. Services Related to the equipment described in subsections 1. a. and 1. b. above, including training, testing, service, maintenance, installation, warranty programs, and certification of gear. Proposers may include related services to the extent that these solutions are complementary to the purchase of the equipment and products being proposed.

Proposers may include related equipment, accessories, and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed.

2. 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. Body Armor with Related Accessories, Equipment, and Services (RFP #011221);

- b. Firefighting Apparatus, with Related Equipment, Accessories, and Supplies (RFP #113021);
- c. Public Safety Training and Simulation Equipment and Technology (RFP #011822);
- d. Medical Supply Solutions (RFP #022422);
- e. Critical Care and EMS Equipment (RFP #041823);
- f. Ambulance and Emergency Medical Transport Vehicles, with Related Equipment Accessories, and Supplies (RFP #122123);
- g. Firefighting Equipment and Rescue Tools (RFP #TBD);
- h. Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems (RFP TBD); and,
- i. Uniforms with Related Products and Services (RFP #TBD);

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 \$50 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.



11/9/2023

Addendum No. 1

Solicitation Number: RFP 010424

Solicitation Name: Firefighting PPE and Related Equipment Cleaning

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

---

**Question 1:**

Are you looking for a supplier to provide these services in Canada and the United States?

**Answer 1:**

A proposer is not required to cover every geographic region to be considered for award. Each proposal is evaluated based on the criteria stated in the RFP. This RFP's resulting contracts may be used by Sourcewell's participating entities in the United States and in Canada as outlined in section 1.B. of the RFP document.

**Question 2:**

What are the administrative fees?

**Answer 2:**

Refer to section III. B., of the RFP for details on the Administrative Fee, "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." It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

---

End of Addendum

Acknowledgement of this Addendum to RFP 010424 posted to the Sourcewell Procurement Portal on 11/9/2023, is required at the time of proposal submittal.



11/30/2023

Addendum No. 2

Solicitation Number: RFP 010424

Solicitation Name: Firefighting PPE and Related Equipment Cleaning

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

---

**Question 1:**

Outside of our submitted dealers of record, can an end user request a dealer not stated on this list if they have a preferred supplier or there are none in close proximity?

**Answer 1:**

Refer to RFP Section II. B. – Requested Equipment, Products, or Services – “... If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.” It is left to the discretion of each proposer to determine the information or documentation necessary to best demonstrate their ability to serve Sourcewell Participating Entities and satisfy all the requirements of the RFP and the questionnaire tables. Proposals are evaluated based on the criteria stated in the RFP.

For additional detail on the requirement for awarded suppliers with respect to distributor/dealer networks, refer to Sourcewell Contract Template Section 2. C. – Dealers, Distributors, and/or Resellers.

**Question 2:**

With selling into both U.S. and Canada, what is the best way to list our prices in local currency? Within the same document, separate submissions, etc.?

**Answer 2:**

Each proposer, in its discretion, will determine and propose the pricing approach that aligns with its business methods and satisfies all the requirements of the RFP Article on

Pricing. Proposers should clearly identify any costs that are not included in the proposed pricing of the equipment, products, or services.

---

End of Addendum

Acknowledgement of this Addendum to RFP 010424 posted to the Sourcewell Procurement Portal on 11/30/2023, is required at the time of proposal submittal.



12/04/2023

Addendum No. 3

Solicitation Number: RFP 010424

Solicitation Name: Firefighting PPE and Related Equipment Cleaning

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 preference given to either a vendor or a manufacturer if both bidding the same items and what if the pricing is lower for one of them? How will the award process work this time around for this type of event?

**Answer 1:**

The Sourcewell RFP is an open and competitive solicitation process. Sourcewell does not restrict the ability of interested proposers to submit a proposal in response to this RFP. A proposer is allowed to propose its entire line of equipment, products, and services falling within the requested equipment, products, or services of the subject solicitation. Proposals are evaluated based on the criteria stated in the RFP.

---

End of Addendum

Acknowledgement of this Addendum to RFP 010424 posted to the Sourcewell Procurement Portal on 12/04/2023, is required at the time of proposal submittal.



12/14/2023

Addendum No. 4

Solicitation Number: RFP 010424

Solicitation Name: Firefighting PPE and Related Equipment Cleaning

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

---

**Question 1:**

Can you kindly confirm the requirements for the Proposer's Authorized Representative? Are they required to submit a signed letter from the Proposer authorizing them to submit on their behalf? Does the user ID who submits the bid via the Sourcewell portal need to match exactly with the name listed for the Proposer's Authorized Representative in section 7 of the first page on the bid questionnaire, in order to be considered a valid submission?

**Answer 1:**

Refer to Step 1 - Table 1, Question 7, and the contents of the Proposer's Affidavit in Step 3. A Proposer's authorized representative must be identified in Question 7. and must also execute or direct the execution of the Affidavit and the submittal of the Proposal.

---

End of Addendum

Acknowledgement of this Addendum to RFP 010424 posted to the Sourcewell Procurement Portal on 12/14/2023, is required at the time of proposal submittal.





12/15/2023

Addendum No. 5

Solicitation Number: RFP 010424

Solicitation Name: Firefighting PPE and Related Equipment Cleaning

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

---

**Question 1:**

In regards to Table 2, Line Item 16, could you kindly confirm if the written authorization to act as distributor/dealer/reseller (or similar entity) must be provided for each manufacturer individually, or is it a blanket statement covering all manufacturers proposed? Is any documentation required directly from the manufacturer, or is it sufficient to simply respond within Line Item 16 affirming that we are an authorized dealer?

**Answer 1:**

It is left to the discretion of each proposer to determine the documentation necessary to best demonstrate their ability to serve Sourcewell members and satisfy all the requirements included in the questionnaire tables.

---

End of Addendum

Acknowledgement of this Addendum to RFP 010424 posted to the Sourcewell Procurement Portal on 12/15/2023, is required at the time of proposal submittal.



# The New York State Contract Reporter

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

This document printed  
Thursday, 11/09/2023

## Contracting Opportunity

**Title:** Firefighting Personal Protective Equipment with Related Equipment Cleaning

**Agency:** Sourcewell

**Division:** Procurement Department

**Contract Number:** 010424

**CR Number:** 2103586

**Contract Term:** 4 years

**Date of Issue:** 11/09/2023

**Due Date/Time:** 01/04/2024 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 Firefighting Personal Protective Equipment with Related Equipment Cleaning 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 4, 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:**

Draeger, Inc.

Fire-Dex, LLC

Innotex Corporation

L.N. Curtis & Sons

LION First Responder PPE, Inc.

Municipal Emergency Services, Inc.

Motion Industries, Inc.

Safeware, Inc.

W.W. Grainger, Inc.

## 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 2556071, FIREFIGHTING PERSONAL PROTECTIVE EQUIPMENT WITH RELATED EQUIPMENT  
CLEANING

State of OR

County of Multnomah

}  
} SS:  
}

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:

FIREFIGHTING PERSONAL PROTECTIVE EQUIPMENT WITH RELATED EQUIPMENT CLEANING  
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:

**11/10/2023.**

**SEE EXHIBIT A**

State of Oregon  
County of Multnomah

SIGNED OR ATTESTED BEFORE ME ON 14<sup>th</sup> day of November 2023

By:

*Michelle A Ropp*

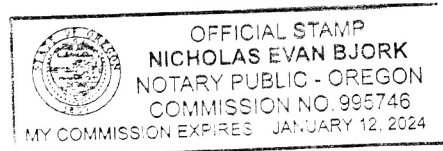
Michelle A. Ropp

By:

*N. Bjork*

Nick Evan Bjork  
Notary Public, State of OR  
No. 995746

My commission expires on January 12, 2024



**SOURCEWELL  
FIREFIGHTING PERSONAL  
PROTECTIVE EQUIPMENT WITH  
RELATED EQUIPMENT CLEANING**

**Proposals due 4:30 pm,**

**January 4, 2024**

**REQUEST FOR PROPOSALS**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Firefighting Personal Protective Equipment with Related Equipment Cleaning 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 4, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

Published Nov. 10, 2023. 2556071

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# LOCALiQ

## The Oklahoman

PO Box 631643 Cincinnati, OH 45263-1643

### **PROOF OF PUBLICATION**


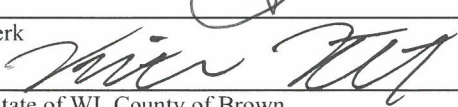
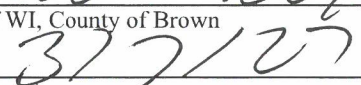
Carol Jackson  
Po Box 219  
Staples MN 56479-0219

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:

11/09/2023, 11/16/2023

and that the fees charged are legal.  
Sworn to and subscribed before on 11/16/2023

  
\_\_\_\_\_  
Legal Clerk  
  
\_\_\_\_\_  
Notary, State of WI, County of Brown  
  
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My commission expires

Publication Cost: \$41.40  
Order No: 9496057 # of Copies:  
Customer No: 1191238 -1  
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**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

KAITLYN FELTY  
Notary Public  
State of Wisconsin

Request For Proposals  
Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Firefighting Personal Protective Equipment with Related Equipment Cleaning** 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 4, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

LPXLP

November 9, 16 2023

LOKL0032438



The Beaufort Gazette  
The Belleville News-Democrat  
Bellingham Herald  
Centre Daily Times  
Sun Herald  
Idaho Statesman  
Bradenton Herald  
The Charlotte Observer  
The State  
Ledger-Enquirer

Durham | The Herald-Sun  
Fort Worth Star-Telegram  
The Fresno Bee  
The Island Packet  
The Kansas City Star  
Lexington Herald-Leader  
The Telegraph - Macon  
Merced Sun-Star  
Miami Herald  
El Nuevo Herald

The Modesto Bee  
The Sun News - Myrtle Beach  
Raleigh News & Observer  
Rock Hill | The Herald  
The Sacramento Bee  
San Luis Obispo Tribune  
Tacoma | The News Tribune  
Tri-City Herald  
The Wichita Eagle  
The Olympian

## AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
34474	487316	Print Legal Ad-IPL01469030 - IPL0146903		\$160.64	1	18 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 **Firefighting Personal Protective Equipment with Related Equipment Cleaning** 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 4, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.  
IPL0146903  
Nov 9 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:

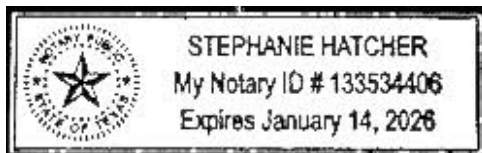
11/09/23

Tara Pennington

Sworn to and subscribed before me this 9th day of November in the year of 2023

Stephanie Hatcher

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



*Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."*

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



# GMs brace for Ohtani’s momentous decision



**Bob Nightengale**  
Columnist  
USA TODAY

SCOTTSDALE, Ariz. – Everywhere you looked, every place you turned, everything you heard, and all you could imagine Tuesday, was all about Shohei Ohtani.

Ohtani was nowhere in sight. His agent, Nez Balelo, wasn’t available. And his former Los Angeles Angels boss, Perry Minasian, was talking only in generalities.

Makes no difference.

The Ohtani free agent sweepstakes is the epicenter of the MLB general manager meetings at the Omni Resort where an entire industry anxiously awaits the outcome.

“We all involve ourselves and our profession around this game,” said Erik Neander, Tampa Bay Rays president of baseball operations, “because we love it. We love talent. We love stories. And certainly, he’s as fascinating a talent as we’ve all seen in our generation.

“Across the game, this is as anticipated a decision as we’ve had in our sport. This is certainly as captivating one to many, even for people that aren’t baseball fans. I think it’s great for our game.”

Ohtani, who will be honored next week with his second American League MVP award in three years, is the sport’s greatest two-way athlete in history, even eclipsing Babe Ruth. He had his second elbow surgery in five years on Sept. 19 and won’t be able to pitch again until at least 2025, if not later – but no matter. There’s not a team in baseball that doesn’t covet him. Even with a price tag that will exceed \$400 million, he’s expected to receive the most seven-figure contract offers in baseball history.

Traditionally when a marquee free agent hits the open market, he’ll get two, perhaps three legitimate offers. Aaron Judge got offers from only the New York Yankees, San Francisco Giants and San Diego Padres last winter. Bryce Harper’s market consisted of the Philadelphia Phillies, Los Angeles Dodgers and Giants. Manny Machado had offers from the Padres and Chicago White Sox.

“I’ve had a few big-name players, and many times it’s just team bidding against themselves,” one veteran agent said. “You just don’t have many teams willing to make that kind of commitment.”

This time is different.

Ohtani could have as many as 10 teams making legitimate offers and perhaps as many as 20 that will tell their fan base they were in on him, too.

Simply put, he’s the holy grail of free agency in the sports world.

“Just as an industry and fan perspective,” Cleveland Guardians GM Mike Chernoff said, “he’s the most interesting



**In six seasons with the Angels, Shohei Ohtani hit 171 homers, with 437 RBI and a .274 batting average, and was 38-19 as a pitcher.** D. ROSS CAMERON/USA TODAY SPORTS

story in baseball right now. He’s just such a unique talent. I’m trying to think of what guys have had this sort of unique attributes over the years, and I can’t think of any.

“He just brings a whole different dynamic just because he’s a two-way player thing. I can’t even imagine how that will be valued on the market. I have no idea how it will play out.”

There will be big markets and mid-sized markets involved. Teams from San Diego to Toronto to Texas to New York to Chicago will be in the bidding. The only thing guaranteed, GMs say, is that there will be a mystery team, a finalist in the sweepstakes that no one saw coming.

It could be as shocking as the 2000 winter meetings when the Rangers signed Alex Rodriguez to a record 10-year, \$252 million contract, the richest in sports, easily beating out the Seattle Mariners and Atlanta.

“No one knows where he’s going to end up,” Houston Astros GM Dana Brown said, “and I think that’s exciting for the game. You just don’t know what’s going to happen. I think there may be a wild-card team out there that’s going to surface. These teams can just come out of nowhere.

“It’s so unpredictable. I mean, like honestly, I didn’t even consider the Cubs for (Craig) Counsell. I wasn’t even thinking about that. I’m thinking maybe the Mets or he goes back to Milwaukee, and then all of a sudden it’s the Chicago Cubs.

“Where these things land is really difficult to predict. In free agency, it’s got to be the perfect city, the perfect match and a revenue city that can actually afford him. Only the good Lord knows where he ends up.”

Minasian wishes he could wave a magic wand and bring him back. The Angels never reached the postseason during his six years with the team, but he has been the most electrifying player in the game, hitting a league-leading 44 homers with 95 RBI, 20 stolen bases and a career-high 1.066 OPS in 2023 despite missing most of September. On the mound, he went 25-14 with a 2.69 ERA, striking out 386 batters in 298 innings the past two years.

Where else can you find a legitimate ace and one of the game’s premier power hitters in one package?

“I don’t think the world quite appreciates how hard or challenging this is relative to any other athlete in sports,” said Derek Falvey, Minnesota Twins president of baseball operations. “It’s like there’s no quarterback in the NFL also playing free safety at a high level. It’s just very unique. So, I appreciate it just as a fan of baseball.”

Said Brown: “He’s actually getting the American kids to start thinking about, hey, I can pitch and hit. Remember when guys were drafted they had to choose? Now guys will get an opportunity to say I want to do both.”

The Angels may be flawed, but they know they’re a whole lot better with Ohtani than without him and truly believe

they have a genuine chance to keep him.

If they wanted to trade him last summer, they could have received at least three top-10 prospects from any contender. Several teams were willing to offer their best and more.

Angels owner Arte Moreno also knew that if he traded Ohtani, he wasn’t getting him back. Once Ohtani walked out the door, he was gone forever.

So now they’ll take their chances and compete with the big boys. The Dodgers remain the heavy favorites. The Cubs and Rangers are serious contenders, with several GMs saying the Cubs may be the most aggressive team for his services. And it would be foolish to count out the Red Sox, the Mets or even the Giants.

“Great player, I think there’s going to be a lot of attention on it,” Minasian said. “And I understand why. We’ll see how the offseason develops. We’ve got our plan, and we’re going to try and execute that plan and we’ll see where everything goes.”

The Angels aren’t promising a playoff berth with Ohtani, just like the Rangers didn’t when they recruited Corey Seager, Marcus Semien and Jacob deGrom, either.

Yet in a baseball world where this year’s World Series teams lost 110 and 102 games just two years ago, anything can happen.

“I think this is a very desirable place to play,” Minasian said. “It’s in a great part of the country. We have an outstanding fan base. The players that have played here since I’ve been here have been really, really positive with their experiences. So, with anybody on the market, I think we have a chance.”

For all those who don’t believe Ohtani has any interest in returning, Minasian doesn’t blink. The Angels signed Mike Trout to a 10-year, \$360 million contract when folks thought he preferred to one day to play in Philadelphia or New York. They outbid the Miami Marlins and Cincinnati Reds for Albert Pujols in 2011. They persuaded Anthony Rendon to come their way in 2019.

Many of those decisions may have backfired, but it proved that Moreno loves his stars, and he has not backed away from shelling out money, even if it means flying past the \$237 million luxury tax threshold in 2024.

“I wouldn’t put anything past,” Minasian said. “I think it’s something that for the right opportunities, ownership is all about winning. ... We’ll do what we can to make the team as good as we can.”

So, buckle up, lock the doors, and brace yourself for a seismic impact once Ohtani makes the decision heard ’round the baseball world.

“It’s probably the most focused on free agent moment that I can remember,” Falvey said. “We’ll see how it shakes out.

“Just stay out of the (AL) Central. That’s all I care about.”

## MARKETPLACE TODAY

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NOTICES

PUBLIC NOTICE

NOTICE OF AVAILABILITY

Draft Programmatic Environmental Assessment for Electric Vehicle Charge Facilities at Multiple Air Force Bases

Pursuant to the requirements of the National Environmental Policy Act (NEPA), the U.S. Department of the Air Force (DAF) announces the preparation and availability of a Draft Programmatic Environmental Assessment (PEA) for the implementation of the Electric Vehicle Charge Facilities (EVCF) Program at multiple Air Force bases (AFBs).

The PEA evaluates the following alternatives:

- Taking no action, where DAF would not implement the EVCF Program.
- Installation of EV Charging Stations at select sites within the following AFBs: Joint Base Anacostia-Bolling (JBAB) in Washington D.C., Joint Base Andrews (JBA) in Maryland, Joint Base McGuire Dix Lakehurst (JBMDL) in New Jersey, Los Angeles AFB (LAAFB) in California, Tyndall AFB (TAFB) in Florida, and the United States Air Force Academy (USAF) in Colorado.

The purpose of the Proposed Action is to provide AFBs with electric vehicle (EV) charging stations to enable on-base EV usage and charging for government-owned vehicles. The Proposed Action is needed to increase the number of EV charging stations on AFBs for creating the necessary infrastructure to expand EV usage, which would minimize carbon emissions in the long-run and help DAF meet White House goals for EV usage under Executive Order (EO) 14008, Tackling the Climate Crisis at Home and Abroad, and EO 14057, Catalyzing Clean Energy Industries and Jobs Through Federal Sustainability.

The PEA assesses the potential impacts associated within EVCF Program implementation and provides the DAF meaningful points in agency planning and decision making on the relevant environmental information of the EVCF Program. Once a decision is made to implement at a particular installation, the DAF would conduct follow-on site-specific environmental analysis tiering from the PEA document using the Checklist in Appendix A of the PEA.

This Notice of Availability (NOA) starts a 45-day public comment period. A copy of the Draft PEA is available online through the Air Force Civil Engineer Center's National Environmental Policy Act Center website: <https://www.afcec.af.mil/Home/Environment/National-Environmental-Policy-Act-Center/>. An electronic copy may also be requested by emailing Mr. Nicolas Post ([nicolas.post@us.af.mil](mailto:nicolas.post@us.af.mil)). Any substantive comments received will be addressed in the Final PEA. Comments must be received by December 23, 2023 and sent to the following mailing address or email address:

**U.S. Department of the Air Force**  
Nicolas Post  
Air Force Civil Engineer Center  
National Environmental Policy Act Division (AFCEC/CIE)  
AFCEC/CZN, Bldg. 1  
2261 Hughes Ave, Suite 155,  
JBSA-Lackland, TX 78236-9853  
Or email at [nicolas.post@us.af.mil](mailto:nicolas.post@us.af.mil)

PUBLIC NOTICE

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Firefighting Personal Protective Equipment with Related Equipment Cleaning 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 4, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.**

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at [www.tips-usa.com](http://www.tips-usa.com) for the following categories:

- 231101 Floor Covering, Supplies, and Services (2 Part with JOC)
- 231102 Pipe Bursting (2 Part with JOC)
- 231103 Lockers (2 Part with JOC)
- 231104 Commercial Cafeteria Equipment and Furniture

**Proposal is due and will be opened on December 8, 2023, at 3:00 pm local time.**

Call 866-839-8477 for problems with website or questions.

CAREERS

EMPLOYMENT

**Associate General Dentist Opportunity.** Full-time. \$700.00 - \$800.00 Daily guarantee or % of Collections (whichever is greater); Earnings expected to be \$150k to \$250k per year plus signing bonus! Ideal candidate will be understanding and patient. Candidate will be given full clinical autonomy. Mentorship is available. **To learn more about us, please contact us at [RecruitmentServices@henryschein.com](mailto:RecruitmentServices@henryschein.com). AD CODE: DDSIL3025.**

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EMPLOYMENT

**Beautiful Smiles by Design is in Dalton and Calhoun GA.** We are looking for a General and/or pediatric Dentist at our Dalton location to lead our Practice growth. Our Practices are ultra-high tech, designed to provide premium dentistry to all our patients. We offer excellent compensation and benefits package. Mentorship for implants, Orthodontics, Molar Root canals available. Beautiful Smiles by Design. Tel: (919)423 6386. E-mail: [elinahc@beautifulsmilesdentistry.com](mailto:elinahc@beautifulsmilesdentistry.com)

**Full-time General Dentist Opportunity in Bellingham, WA.** \$10,000 signing bonus. Our Mt Vernon office is seeking a full time General Dentist to support this growing community. Located just over an hour away from Seattle, WA and Vancouver, BC, this is a great location that is close to major metro areas while still having a community feel. At Gentle Dental, we value our teammate's smile as much as our patient's smile. Come join our team and make a difference in the lives of the people in your community! Email: [rabitoye@interdent.com](mailto:rabitoye@interdent.com)

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## Opportunity Notice

### Firefighting Personal Protective Equipment with Related Equipment Cleaning

**Category:** Goods

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

## Opportunity Information

[View Bid Package](#)

**Organization:** Canoe Procurement Group of Canada  
**Organization Address:**  
**Reference Number:** AB-2023-06622  
**Solicitation Number:** AB-2023-06622  
**Solicitation Type:** Request for Proposal  
**Posting (MM/dd/yyyy):** 11/09/2023  
09:00:00 AM Alberta Time  
**Closing (MM/dd/yyyy):** 01/04/2024  
03:30:00 PM Alberta Time  
**Last Update (MM/dd/yyyy):** 11/08/2023  
12:51:43 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  
N4240C: Goggles, Safety (All Types)  
N4240A: Canister, Oxygen Generating, Breathing Apparatus, Except  
Aircraft  
N8415N: HELMETS (CLOTHING, SPECIAL PURPOSE)  
N8415TC: COVERALLS, WOVEN, FIRE FIGHTERS, NOMEX, DND ONLY  
N4240B: Breathing Apparatus, Oxygen Generating  
N4240DA: Masks, Air Filtering, Disposable  
N4240J: Belts and Harnesses Safety, Industrial  
N4240AD: Canister, Gas Mask (CW)  
N8415QBA: JACKET/TROUSERS, FIREMAN, PROTECTIVE, FIRE  
RETARDANT, INCLUDING NOMEX  
N3510A: Washing Machines and Dryers, Laundry, Domestic, All Types  
N4235J: Oil Dispersant and Absorbent Systems  
N4220B: Compressors, Underwater Breathing Apparatus  
N4230: Decontaminating and Impregnating Equipment  
N8465B: BELT (INDIVIDUAL EQUIPMENT)  
N4230C: Personnel Decontamination Lotion (C.W. Agents)  
N4210: Fire Fighting Equipment  
N4210W: Firefighting Equipment, Special, Customer or Systems  
Engineered Products

## 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 4, 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 4, 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, NSFM, FPEIM, MNL, NWTAC, NAM and its current and potential Members and

## Bid RFP #010424 - Firefighting Personal Protective Equipment with Related Equipment Cleaning

Bid Type **RFP**

Bid Number **010424**

Title **Firefighting Personal Protective Equipment with Related Equipment Cleaning**

Start Date **Nov 9, 2023 6:15:44 AM CST**

End Date **Jan 4, 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

View reports on who has been notified  
[Notification report] [Access report]

### Questions

0 Questions  
0 Unanswered  
[View/Ask Questions]

### Edit Bid

[Create Addendum]

### Description

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Firefighting Personal Protective Equipment with Related Equipment Cleaning to resupply and maintain equipment used by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies in Minnesota, Wisconsin, 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 4, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

### Pre-Bid Conference

Date **Nov 30, 2023 2:00:00 PM CST**

Location **Online Conference**

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

### Documents

No Documents for this bid

## 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 010424
Bid Name:	Firefighting PPE and Related Equipment Cleaning
Bid Status:	<b>Open</b>
Bid Closing Date:	Thu Jan 4, 2024 4:30:00 PM (CST)
Question Deadline:	Wed Dec 27, 2023 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>Firefighting Personal Protective Equipment with Related Equipment Cleaning</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 4, 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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OPEN

# Firefighting Personal Protective Equipment with Related Equipment Cleaning

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Firefighting Personal Protective Equipment with Related Equipment Cleaning 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 4, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

## Important Dates

Pre-Proposal Conference:  
November 30, 2023 at 2:00 pm CST

Proposals Due:  
January 4, 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](#)



☐ Doc. Taker's List

## Publish / Verify Contents

Save as Template

### 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	010424
Solicitation Name	Firefighting Personal Protective Equipment with Related Equipment Cleaning	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	010424 Firefighting PPE
--------------------------------	-------------------------

Advertisement

### Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	\$200,000,000.00
Publish Date	11/09/2023	Closing Date & Time	01/04/2024 16:30:00 CT
Publish Option		Value Range for this Solicitation	10,000,001 over

### Selected Categories

## Business Services/ Supplies

<b>Safety Equipment/ Services / Supplies</b>	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



## Firefighting Personal Protective Equipment with Related Equipment Cleaning

010424

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

**Detail:**

**Sourcewell**, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Firefighting Personal Protective Equipment with Related Equipment Cleaning** 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 4, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.



1 Preview

2 Amendments

3 Bid Results

4 Award

5 Audit



Preview

Print

Notice

Categories

Basic Information

Estimated Contract Value (CAD)

200,000,000.00 (Not shown to suppliers)

Reference Number

0000259325

Issuing Organization

Sourcewell

Solicitation Type

RFP - Request for Proposal (Formal)

Solicitation Number

010424

Title

Firefighting Personal Protective Equipment with Related Equipment Cleaning

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 Firefighting Personal Protective Equipment with Related Equipment Cleaning to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of...

See more

Dates

Publication Date

2023/11/09 07:10:29 AM EST

Question Acceptance Deadline

2023/12/20 05:30:00 PM EST

Questions are submitted online

No

Closing Date

2024/01/04 05:30:00 PM EST

Bid Intent

Not Available

Prebid Conference

2023/11/30 03:00:00 PM EST

Contact Information

Procurement Department

218-894-1930

rfp@sourcewell-mn.gov

Pre-Bidding Events

Event Type

Prebid Conference

Attendance

Recommended

Event date

2023/11/30 03:00:00 PM 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 4, 2024

Sourcewell posted Request for Proposal #010424, for the procurement of Firefighting Personal Protective Equipment with Related Equipment Cleaning, on the Sourcewell Procurement Portal [[portal.sourcewell-mn.gov](https://portal.sourcewell-mn.gov)] on Thursday, November 9, 2023, and the solicitation remained in an open status within the portal until January 4, 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 4, 2024, the date and time specified in the Solicitation Schedule.


The undersigned certify that all responses received on Request for Proposal #010424 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:

AeroClave, LLC - Submitted Thu Jan 4, 2024 1:32:57 PM  
All Hands Fire Equipment, LLC - Submitted Wed Jan 3, 2024 7:47:47 PM  
Arnold Machine, Inc. - Submitted Thu Jan 4, 2024 12:55:14 PM  
Associated Fire Safety Group, Inc. - Submitted Thu Jan 4, 2024 3:13:12 PM  
Atlantic Emergency Solutions, Inc. - Submitted Thu Jan 4, 2024 12:04:35 PM  
Circul-Air Corp. International, Inc. - Submitted Thu Jan 4, 2024 1:31:47 PM  
DAN ENTERPRISES TEAM, LLC - Submitted Tue Dec 19, 2023 11:13:41 AM  
Delta Fire & Safety, Inc. - Submitted Thu Jan 4, 2024 4:20:42 PM  
Emergency Technical Decon - Submitted Wed Jan 3, 2024 2:33:45 PM  
Fire-Dex GW, LLC dba Gear Wash - Submitted Thu Jan 4, 2024 9:38:41 AM  
Fire-Dex, LLC - Submitted Thu Jan 4, 2024 9:30:00 AM  
Galls, LLC - Submitted Thu Jan 4, 2024 3:22:02 PM  
HAIX NORTH AMERICA, INC. - Submitted Thu Jan 4, 2024 3:01:09 PM  
INNOTEX CORP. - Submitted Thu Dec 28, 2023 11:57:24 AM  
L.N. Curtis & Sons - Submitted Thu Jan 4, 2024 4:27:31 PM  
Lakeland Industries, Inc. - Submitted Mon Dec 18, 2023 7:42:02 PM  
LION First Responder PPE, Inc. - Submitted Wed Jan 3, 2024 2:16:58 PM  
M&L Supply, Fire & Safety - Submitted Thu Jan 4, 2024 2:26:41 PM  
Morning Pride MFG dba Honeywell First Responder Products - Submitted Thu Jan 4, 2024 3:00:00 PM  
MSA Safety Sales, LLC dba Globe Manufacturing Co., LLC - Submitted Thu Jan 4, 2024 4:10:43 PM

Municipal Emergency Services, Inc. - Submitted Wed Jan 3, 2024 11:39:54 AM  
Ram'd Air Gear Dryer, Ltd. - Submitted Thu Jan 4, 2024 4:20:07 PM  
Ricocet Manufacturing Company, Inc. - Submitted Thu Jan 4, 2024 9:46:02 AM  
Safedesign Apparel, Ltd. Db a Fireservice Management, Ltd. - Submitted Thu Jan 4, 2024 2:25:20 PM  
Safety Source Fire, Inc. - Submitted Thu Jan 4, 2024 2:00:09 PM  
SUPPRESSION GEAR, Inc. - Submitted Thu Jan 4, 2024 4:28:33 PM  
Ten-8 Fire & Safety, LLC - Submitted Thu Jan 4, 2024 10:34:22 AM  
VIKING Life Saving Equipment, Inc. - Submitted Thu Jan 4, 2024 7:26:11 AM  
Vizocom ICT, LLC - Submitted Thu Jan 4, 2024 1:24:27 PM  
Witmer Public Safety Group, Inc. - Submitted Thu Jan 4, 2024 4:12:03 PM

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

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Michael Muñoz, CPPB, Senior Procurement Analyst

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Carol Jackson, Procurement Analyst

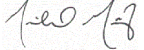
Proposal Evaluation  
Firefighting Personal Protective Equipment with Related Equipment Cleaning  
RFP #010424

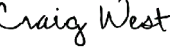
Possible Points		AeroClave, LLC	All Hands Fire Equipment, LLC	Arnold Machine, Inc.	Associated Fire Safety Group, Inc.	Atlantic Emergency Solutions, Inc.	Circul-Air Corp. International, Inc.	DAN ENTERPRISES TEAM, LLC	Delta Fire & Safety, Inc.	Emergency Technical Decon	Fire-Dex GW, LLC dba Gear Wash
Conformance to RFP Requirements	50	40	41	39	39	40	40	40	39	39	39
Pricing	400	324	326	329	289	266	325	327	306	308	319
Financial Viability and Marketplace Success	75	60	60	54	53	60	53	57	57	51	58
Ability to Sell and Deliver Service	100	72	70	65	70	80	77	68	66	72	74
Marketing Plan	50	39	40	38	33	39	39	38	36	36	36
Value Added Attributes	75	56	64	53	53	54	54	62	54	60	55
Warranty and Performance Standards or Guarantees	50	38	40	40	38	39	40	40	36	38	39
Depth and Breadth of Offered Equipment, Products, or Services	200	138	174	125	148	163	153	155	163	151	153
Total Points	1,000	767	815	743	723	741	781	787	757	755	773
Rank Order		15	2	19	24	20	11	8.5	16	17	14

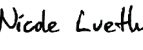
Possible Points		Fire-Dex, LLC	Galls, LLC	HAIX NORTH AMERICA, INC.	INNOTEX CORP.	L.N. Curtis & Sons	Lakeland Industries, Inc.	LION First Responder PPE, Inc.	M&L Supply, Fire & Safety	Morning Pride MFG dba Honeywell First Responder Products	MSA Safety Sales, LLC dba Globe Manufacturing Co.
Conformance to RFP Requirements	50	40	38	40	40	42	39	42	37	38	39
Pricing	400	320	259	330	314	310	315	328	275	326	306
Financial Viability and Marketplace Success	75	60	58	60	58	61	53	60	58	61	62
Ability to Sell and Deliver Service	100	77	84	83	77	78	75	84	70	83	84
Marketing Plan	50	37	34	40	39	41	39	38	38	30	41
Value Added Attributes	75	58	58	60	58	61	43	63	54	58	63
Warranty and Performance Standards or Guarantees	50	41	38	39	39	41	40	42	37	39	39
Depth and Breadth of Offered Equipment, Products, or Services	200	155	159	134	155	170	143	165	156	153	143
Total Points	1,000	788	728	786	780	804	747	822	725	788	777
Rank Order		6.5	22	10	12	5	18	1	23	6.5	13

Possible Points		Municipal Emergency Services, Inc.	Ram'd Air Gear Dryer, Ltd.	Ricocet Manufacturing Company, Inc.	Safedesign Apparel, Ltd. Dba Fireservice Management, Ltd.	Safety Source Fire, Inc.	SUPPRESSION GEAR, Inc.	Ten-8 Fire & Safety, LLC	VIKING Life Saving Equipment, Inc.	Vizocom ICT, LLC	Witmer Public Safety Group, Inc.
Conformance to RFP Requirements	50	39	37	40	19	32	37	38	41	-	36
Pricing	400	316	249	339	93	214	293	288	322	-	258
Financial Viability and Marketplace Success	75	63	49	58	28	46	49	53	60	-	51
Ability to Sell and Deliver Service	100	84	67	78	46	61	64	66	76	-	64
Marketing Plan	50	35	34	40	15	29	34	38	42	-	28
Value Added Attributes	75	51	52	61	26	45	56	55	64	-	44
Warranty and Performance Standards or Guarantees	50	39	40	39	15	30	37	39	41	-	34
Depth and Breadth of Offered Equipment, Products, or Services	200	180	133	158	104	155	125	161	141	-	146
Total Points	1,000	807	661	813	346	612	695	738	787	0	661
Rank Order		4	26.5	3	29	28	25	21	8.5	30	26.5

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Greg Grunig, M.S., Senior Procurement Analyst

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Michael Muñoz, CPPB, Senior Procurement Analyst

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Craig West, Procurement Analyst

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Nicole Lueth, Procurement Analyst



**COMMENT AND REVIEW**  
to the  
**REQUEST FOR PROPOSAL (RFP) #010424**  
Entitled

**Firefighting Personal Protective Equipment with Related Equipment Cleaning**

The following advertisement was placed November 9, 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), November 10, 2023 in Oregon's *Daily Journal of Commerce*, and November 9 and November 16, 2023 in *The Oklahoman*:

*Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Firefighting Personal Protective Equipment with Related Equipment Cleaning 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 4, 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:

101077696 Saskatchewan, Ltd.	HAIX NORTH AMERICA, INC.
171 EMERGENCIA, INC.	Husqvarna Professional Products, Inc.
911 Fleet & Fire Equipment Holdings, LLC	INNOTEX CORP.
9195-6664 Quebec, Inc.	INTERBORO PACKAGING CORPORATION
9397-9813 Quebec, Inc.	Interspiro, Inc.
A&R Project Solutions, Ltd.	L.N. Curtis & Sons
AeroClave, LLC	Lakeland Industries, Inc.
All Hands Fire Equipment, LLC	Levitt-Safety, Limited
AramSCO, Inc.	Limited Enterprise, Inc.
Arnold Machine, Inc.	LION First Responder PPE, Inc.
Arvita Trade, Inc.	M&L Supply, Fire & Safety
Associated Fire Safety Group, Inc.	Macqueen Equipment



Associated Fire Safety Group, Ltd.	Miele, Limited
Atlantic Emergency Solutions, Inc.	Model Manes
Bochi Brothers Accessory Network	Morning Pride MFG dba Honeywell First Responder Products
Cascade Fire Equipment	MSA Safety Sales, LLC dba Globe Manufacturing Co., LLC
Circul-Air Corp. International, Inc.	Municipal Emergency Services
Comoroz, Inc.	Municipal Emergency Services, Inc.
Conway Shield	North America Fire Equipment Co., Inc.
Cooperative Services, LLC	PWXPress
DAN ENTERPRISES TEAM, LLC	Quantum International Services, Ltd.
DANA SAFETY SUPPLY, Inc.	Ram'd Air Gear Dryer, Ltd.
Defense Equipment Company	Rescue Intellitech, Inc.
Delta Fire & Safety, Inc.	Ricocet Manufacturing Company, Inc.
DIAMOND POWER CONSULTANT GROUP, INC.	Safedesign Apparel, Ltd. Db a Fireservice Management, Ltd.
Draeger Safety Canada, Ltd.	Safety Source Fire, Inc.
Draeger, Inc.	Sea-Western, Inc.
Dry Gear Solutions	SUPPRESSION GEAR, Inc.
DYNAMIX SCAFFOLD GROUP, LLC	Tempest Technology Corporation
Emergency Technical Decon	Ten-8 Fire & Safety, LLC
Emergent Health Care Solutions, LLC	Touche, Ltd.
Fire Tech and Safety	Valor Elite Supply, LLC.
Fire-Dex GW, LLC dba Gear Wash	VIKING Life Saving Equipment, Inc.
Fire-Dex, LLC	Vizocom ICT, LLC
FIRE-ETC	W.A. Vorpahl, Inc.
FireTec!	W.S. Darley & Co.
FYRE MARKETING, LLC	WFR Fire
Galls, LLC	Witmer Public Safety Group, Inc.
Genesis Rescue Systems	Women Teaching CPR
Guillevin International Co.	

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 4, 2024 at 4:30 pm CT. Proposals were received from the following:

AeroClave, LLC  
 All Hands Fire Equipment, LLC  
 Arnold Machine, Inc.  
 Associated Fire Safety Group, Inc.  
 Atlantic Emergency Solutions, Inc.  
 Circul-Air Corp. International, Inc.  
 DAN ENTERPRISES TEAM, LLC  
 Delta Fire & Safety, Inc.  
 Emergency Technical Decon  
 Fire-Dex GW, LLC dba Gear Wash



Fire-Dex, LLC  
Galls, LLC  
HAIX NORTH AMERICA, INC.  
INNOTEX CORP.  
L.N. Curtis & Sons  
Lakeland Industries, Inc.  
LION First Responder PPE, Inc.  
M&L Supply, Fire & Safety  
Morning Pride MFG dba Honeywell First Responder Products  
MSA Safety Sales, LLC dba Globe Manufacturing Co., LLC  
Municipal Emergency Services, Inc.  
Ram'd Air Gear Dryer, Ltd.  
Ricocet Manufacturing Company, Inc.  
Safedesign Apparel, Ltd. Db a Fireservice Management, Ltd.  
Safety Source Fire, Inc.  
SUPPRESSION GEAR, Inc.  
Ten-8 Fire & Safety, LLC  
VIKING Life Saving Equipment, Inc.  
Vizocom ICT, LLC  
Witmer Public Safety Group, Inc.

Proposals were reviewed by the Proposal Evaluation Committee:

Greg Grunig, MS, Senior Procurement Analyst  
Michael Muñoz, CPPB, Senior Procurement Analyst  
Nicole Lueth, Procurement Analyst  
Craig West, 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 the products and services offered in the proposal response from Vizocom ITC, LLC fall outside of the Requested Equipment, Products, or Services of the RFP. All other proposals were found to meet the scope and mandatory submittal requirements and were evaluated.

All Hands Fire Equipment, LLC, is a distributor and service provider for firefighting equipment, tools, supplies, and accessories for over 800 different manufacturers and suppliers. They offer financing options through LCA Bank Corporation. All Hands Fire Equipment offers extensive training courses, and have numerous environmental initiatives. They are offering Sourcewell participating entities solid discounts off list prices and volume discounts.

Dan Enterprise Team, LLC is a Small Business that has graduated from the 8(a) program with the SBA and is a certified Small Business in Broward County, Florida. Headquartered in Pembroke Pines, Florida, Dan Enterprise Team has strong coverage of the Maime-Dade County and all Florida and has the ability to meet Sourcewell's Participating Entities needs nationally. Dan Enterprise team is offering many brands of Firefighting PPE to Sourcewell and participating entities at better discounted rates than normally offered to government agencies.

Fire-Dex, LLC is a family-owned and operated company operating as a manufacturer of head-to-toe PPE for first responders and an expansive Independent Service Provider (ISP) offering of Firefighting PPE care and maintenance under its subsidiary, Gear Wash. Headquartered in Medina, Ohio, with three additional manufacturing locations in Georgia, North Carolina, and Mexico, Fire-Dex has demonstrated their ability to provide these products and services to Sourcewell Participating Entities throughout the United States and Canada. All products and services offered by Fire-Dex are provided to Sourcewell's Participating Entities at competitive discounts.

HAIX is a family-owned footwear manufacturer trusted by first responders. The combination of their own salesforce and their dealer network, they can sell and serve to Sourcewell participating entities across the United States and Canada. They are offering a substantial footwear offering along with routine inspection, advanced inspection and retirement of footwear, if needed. HAIX is offering substantial discounts to Sourcewell entities.

LION First Responder PPE, Inc., manufactures a comprehensive offering of first responder personal protective equipment (PPE). LION's PPE line is offered to all Sourcewell participating entities across the United States and Canada by both LION and a robust dealer network spanning from coast to coast. Cleaning, inspection and repair of products is provided by LION TotalCare market centers located in several major cities across the United States. All products proposed by LION First Responder PPE are being provided at a competitive discount rate.

L.N. Curtis & Sons is a stocking distributor of firefighting equipment in the Western US. In addition to equipment sales, they offer solutions such as Curtis Force Protection, Curtis Blue Line, Firefighters Bookstore, and ECMS for service, training, and PPE care and maintenance services. Curtis utilizes many HUB suppliers to assist in meeting member purchasing goals. Curtis offers a solid discount to Sourcewell participating entities, and purchases are supported by manufacturer warranties and available extended warranties.

Morning Pride Manufacturing L.L.C., also known as Honeywell First Responder Products, is a manufacturer producing Morning Pride turnout gear, Pro Warrington boots, Honeywell boots, Ben and Liteforce helmets, and Honeywell hoods. With a dealer network of over 100 authorized dealers, Morning Pride provides coverage in all states and provinces throughout the USA and Canada. Morning Pride is offering their line of head to toe Firefighting PPE gear at aggressive discounts from standard MSRP.

Municipal Emergency Services, Inc., offers a full line of personal protective equipment from a diverse lineup of manufacturers. Their product line includes turnout gear, boots, gloves, hoods, CBRN, station wear, helmets, eye protection, laundry, extractor machines, and drying cabinets. MES has a vast sales and distribution network located throughout the United States. MES offers a discount off their MSRP pricing structure to Sourcewell participating entities.

Ricochet Manufacturing Company, located in Philadelphia, Pennsylvania is a manufacturer of Firefighting Personal Protective Equipment dedicated to exceeding the standards set by NFPA 1999, 1951, and 1971. Ricochet has exhibited their ability to meet Sourcewell's participating entities needs throughout the United States via their dealer network and US national sales force. The robust product offering of head-to-toe PPE gear is supplemented by no-cost training and education options for Sourcewell Participating Entities pertaining to construction, application, usage, care, inspection, and maintenance of fire, technical rescue, and EMS PPE. All products on contract are being provided at a discounted rate from MSRP.

Viking Life Saving Equipment, Inc. began in Denmark and is now a global corporation whose name is synonymous with safety at sea. Their product offerings have grown to include the manufacturing of turnout, EMS, extrication, and wildland gear, hoods, and other fire PPE accessories. Products are distributed through their

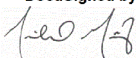
growing dealer network of over 60+ partners situated across the U.S. and Canada. They also offer extended warranty periods and expedited processing of orders when necessary for no additional charge. Viking is offering an aggressive discount off Manufacturer's Suggested Retail Price (MSRP) for each item in their proposal.

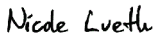
For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #010424 to:

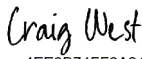
All Hands Fire Equipment LLC	#010424-ALH
Dan Enterprises Team, LLC	#010424-DAN
Fire-Dex, LLC	#010424-FDX
Haix North America, Inc.	#010424-HAX
LION First Responder PPE, Inc.	#010424-LIO
L.N. Curtis & Sons	#010424-LNC
Morning Pride Mfg. LLC	#010424-MNP
Municipal Emergency Services, Inc.	#010424-MES
Ricochet Manufacturing Company LLC	#010424-RIC
Viking Life-Saving Equipment (America) Inc.	#010424-VKN

The preceding recommendations were approved on March 20, 2024.

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Greg Grunig, MS, Senior Procurement Analyst

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Michael Muñoz, CPPB, Senior Procurement Analyst

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Nicole Lueth, Procurement Analyst

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Craig West, Procurement Analyst

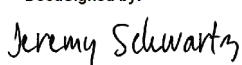
### STATEMENT OF COMPLIANCE

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 #010424 for Firefighting Personal Protective Equipment with Related Equipment Cleaning**.

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