



COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

AGREEMENT SUMMARY:

1. Cooperative/Piggyback Name:	Sourcewell
2. Contractor:	Municipal Emergency Services (MES)
3. Cooperative Agency Agreement Name and Agreement Number:	Firefighting Personal Protective Equipment with Related Equipment Cleaning, 010424-MES
4. Cooperative Agency Initial Agreement Term:	Start Date: March 29, 2024 End Date: March 27, 2028
5. Cooperative Agency's Agreement-Options to extend:	Up to three (3), one (1) year extensions.
6. Cooperative Agency Amended Term:	NA
7. Cooperative Agency Remaining Options to Renew:	Up to three (3), one (1) year extensions.
8. City of Stockton Cooperative Purchase Agreement Term:	Start Date: Upon Execution End Date: March 27, 2028
9. City of Stockton Cooperative/ Piggyback Purchase Agreement Amount:	Not to Exceed \$215,000.00 for the term of the Agreement.

AGREEMENT

The City of Stockton, a California municipal corporation on behalf of itself and its associated entities ("City"), and the above-named Contractor ("Contractor"), do hereby agree that City shall be granted the pricing, terms, and conditions under the above referenced Sourcewell, Firefighting Personal Protective Equipment with Related Equipment Cleaning, Contract Number 010424-MES ("COOP") as such may be amended from time to time. The COOP and associated documents referenced in the agreement are incorporated herein as Exhibit A to this City Cooperative/Piggyback Purchase Agreement ("Agreement").

Contractor shall grant such pricing, terms, and conditions to City for all procurements of goods and services, whether taking place on a City purchase order, purchasing card (credit card), or other purchasing modality, whether via telephone, via the Contractor website, or via direct purchase at a Contractor retail location.

1. **Agreement Term:** The Term of this Agreement shall remain in effect from date of the signing of this Agreement through March 27, 2028, unless terminated earlier by the City. If the Cooperative/Piggyback Agency extends the COOP with Contractor by a written amendment, the City has the option to extend the term of this Agreement by written amendment not to go beyond the term stated in the COOP fully executed amendment.

2. **Insurance and Hold Harmless:** In addition to the pricing, terms and conditions stated in the COOP and the associated documents incorporated herein as Exhibit A, Contractor shall, at Contractor's sole cost and expense and for the full term of the Agreement or any extension thereof, obtain and maintain at least all the insurance requirements listed in attached Exhibit B.

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement.

3. **Compensation:** City and Contractor do hereby enter into this Agreement for Firefighting Personal Protective Equipment with Related Equipment Cleaning available in the above-named COOP and associated documents incorporated herein as Exhibit A and referenced in the attached quote Exhibit C. In no way, shall payment to the Contractor during the term of this Agreement exceed \$215,000.00 for the purchase of Firefighting Personal Protective Equipment with Related Equipment Cleaning. Any person signing this Agreement on behalf of City or Contractor does warrants that he or she has full authority to do so.

4. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

5. **Applicable Law.** Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

This Agreement may be amended only by a written amendment, consistent with the COOP, signed by Contractor and City.

CITY OF STOCKTON

Steve Colangelo
Interim City Manager

Date: _____

ATTEST:

Katherine Roland
CMC, CPMC, City Clerk

APPROVED AS TO FORM:

Lori Asuncion, City Attorney

Print name

MUNICIPAL EMERGENCY SERVICES

By: _____
Signature

Ward Petrie
Print name

Title: SVP Finance

*[If Contractor is a corporation, signatures must
comply with Corporations Code §313]*

By: _____
Signature

Title: _____

EXHIBIT A**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, 2nd 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 Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

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

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including 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:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/29/2024 | 6:33 AM CDT

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

RFP 010424 - Firefighting PPE and Related Equipment Cleaning

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 Tumberry 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

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 Tumberry 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 Tumberry 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?	<p>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.</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.	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	<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>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.</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.	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 Sourcewell 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 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 *
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 Sourcwell 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 Sourcwell participating entities in the United States.	MES performs training classes and provide updates to our Sales teams via internal newsletters or quarterly correspondence on Sourcwell 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 Sourcwell 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 Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	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 Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	We value Sourcwell's role in promoting our contracts on the portal and with members searching for particular products. In the past, we have seen that Sourcwell'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 deflection 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



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
Proposal Due Date:	January 4, 2024, 4:30 p.m., Central Time 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 entities¹;
- 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:

¹ 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.

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
TOTAL POINTS	1000

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*

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://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.

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

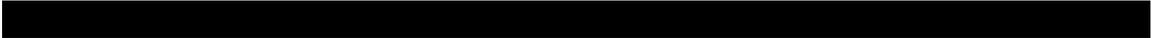
Submit to contact: Sourcewell
Procurement Department
Tara Wolff
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-541-5362
rfp@sourcewell-mn.gov

Bid Results

Bid Results have not been entered

Awards

Awards have not been entered



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Daily Journal of Commerce
11 NE Martin Luther King Jr Blvd.
Portland, OR, 97232
Phone: 503-226-1311 Fax: 503-222-5358



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 14th day of November 2023

By:

Michelle A. Ropp

By:

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

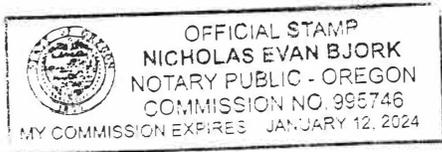


EXHIBIT A

**SOURCEWELL
FIREFIGHTING PERSONAL
PROTECTIVE EQUIPMENT WITH
RELATED EQUIPMENT CLEANING**
Proposals due 4:30 pm,
January 4, 2024

REQUEST FOR PROPOSALS

Sourcwell, 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. Sourcwell 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 Sourcwell Procurement Portal (<https://proportal.sourcwell-mn.gov>). Only proposals submitted through the Sourcwell 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, 2558071

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 _____

377/27

My commision expires _____

Publication Cost: \$41.40
Order No: 9496057 # of Copies:
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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
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Bellingham Herald
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Tacoma | The News Tribune
Tri-City Herald
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The Olympian

AFFIDAVIT OF PUBLICATION

Table with 7 columns: Account #, Order Number, Identification, Order PO, Amount, Cols, Depth. Row 1: 34474, 487316, Print Legal Ad-IPL01469030 - IPL0146903, \$160.64, 1, 18 L

Attention: Carol Jackson

SOURCEWELL
PO BOX 219
STAPLES, MN 56479

carol.jackson@sourcwell-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.

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

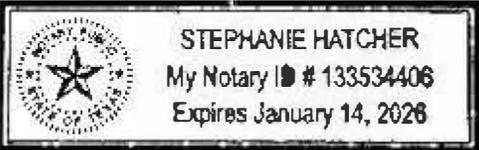
Handwritten signature of Tara Pennington

Tara Pennington

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

Handwritten signature of 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.

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GMs brace for Ohtani's momentous



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



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

"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

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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.

[View Bid Package](#)

Opportunity Information

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.

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 CleaningBid 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 reports]

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 result in the use 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 ConferenceDate **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



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://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.

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](#)



➔ Publish
○ Bid Announcements
○ Doc. Taker's List

Bidding Type 1 Bid Notice Only

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	 <p>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.</p>
Safety Equipment/ Services/ Supplies	

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://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.

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



Preview



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
rfp@sourcewell-mn.gov

218-894-1930

Pre-Bidding Events

Event Type	Attendance	Event date	Location
Prebid Conference	Recommended	2023/11/30 03:00:00 PM EST	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 [proportal.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.

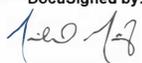
The undersigned certify that all responses received on Request for Proposal #010424 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation 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
Ricochet Manufacturing Company, Inc. - Submitted Thu Jan 4, 2024 9:46:02 AM
Safedesign Apparel, Ltd. Dba 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 Sourcewell Procurement Portal, on January 4, 2024, at 4:30 pm CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

DocuSigned by:

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Michael Muñoz, CPPB, Senior Procurement Analyst

DocuSigned by:

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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
Conformance to RFP Requirements	50	40	41	39	39	40	40	40	39	39	
Pricing	400	324	326	329	289	266	325	327	306	308	
Financial Viability and Marketplace Success	75	60	60	54	53	60	53	57	57	51	
Ability to Sell and Deliver Service	100	72	70	65	70	80	77	68	66	72	
Marketing Plan	50	39	40	38	33	39	39	38	36	36	
Value Added Attributes	75	56	64	53	53	54	54	62	54	60	
Warranty and Performance Standards or Guarantees	50	38	40	40	38	39	40	40	36	38	
Depth and Breadth of Offered Equipment, Products, or Services	200	138	174	125	148	163	153	155	163	151	
Total Points	1,000	767	815	743	723	741	781	787	757	755	
Rank Order		15	2	19	24	20	11	8.5	16	17	

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 Globe M
Conformance to RFP Requirements	50	40	38	40	40	42	39	42	37	38	
Pricing	400	320	259	330	314	310	315	328	275	326	
Financial Viability and Marketplace Success	75	60	58	60	58	61	53	60	58	61	
Ability to Sell and Deliver Service	100	77	84	83	77	78	75	84	70	83	
Marketing Plan	50	37	34	40	39	41	39	38	38	30	
Value Added Attributes	75	58	58	60	58	61	43	63	54	58	
Warranty and Performance Standards or Guarantees	50	41	38	39	39	41	40	42	37	39	
Depth and Breadth of Offered Equipment, Products, or Services	200	155	159	134	155	170	143	165	156	153	
Total Points	1,000	788	728	786	780	804	747	822	725	788	
Rank Order		6.5	22	10	12	5	18	1	23	6.5	

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 G
Conformance to RFP Requirements	50	39	37	40	19	32	37	38	41	-	
Pricing	400	316	249	339	93	214	293	288	322	-	
Financial Viability and Marketplace Success	75	63	49	58	28	46	49	53	60	-	
Ability to Sell and Deliver Service	100	84	67	78	46	61	64	66	76	-	
Marketing Plan	50	35	34	40	15	29	34	38	42	-	
Value Added Attributes	75	51	52	61	26	45	56	55	64	-	
Warranty and Performance Standards or Guarantees	50	39	40	39	15	30	37	39	41	-	
Depth and Breadth of Offered Equipment, Products, or Services	200	180	133	158	104	155	125	161	141	-	
Total Points	1,000	807	661	813	346	612	695	738	787	0	
Rank Order		4	26.5	3	29	28	25	21	8.5	30	

DocuSigned by:

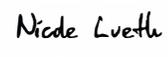
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 Greg Grunig, M.S., Senior Procurement Analyst

DocuSigned by:

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 Michael Muñoz, CPPB, Senior Procurement Analyst

DocuSigned by:

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 Craig West, Procurement Analyst

DocuSigned by:

 357BE3B136A34E1...
 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, Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Biddingo, Merx, PublicPurchase.com, The New York State Contract Reporter 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:

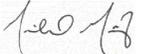
All Hands Fire Equipment LLC	#010424-ALH
Dan Enterprises Team, LLC	#010424-DAN
Fire-Dex, LLC	#010424-FDX
Haix North America, Inc.	#010424-HAX
LION First Responder PPE, Inc.	#010424-LIO
L.N. Curtis & Sons	#010424-LNC
Morning Pride Mfg. LLC	#010424-MNP
Municipal Emergency Services, Inc.	#010424-MES
Ricochet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

The preceding recommendations were approved on March 20, 2024.

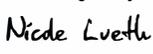
DocuSigned by:

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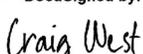
Greg Grunig, MS, Senior Procurement Analyst

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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.

DocuSigned by:

Jeremy Schwartz

C0FD2A139D06489...

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

**SOURCEWELL
STATE OF MINNESOTA**



Member Kircher moved the adoption of the following Resolution:

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

10/17/2023

Resolution No. 2023_25

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

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

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

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

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

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

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

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Linda Arts
0EF5785E1EAD4CF...
Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - October 2023

CONSENT AGENDA ITEMS	Requesting Board permission to Solicit the following categories:	
	Self-Contained Breathing Apparatus, Breathing Air Systems, and Related Technology	
	Requesting Board permission to Re-Solicit the following categories:	
	Ambulance and Emergency Medical Service Vehicles	
Firefighting Personal Protective Equipment with Related Equipment Cleaning		
Uniforms with Related Products and Services		

NEW CONTRACTS

CONSENT AGENDA ITEMS	Supplier Name	Contract Number	Solicitation Title
	Dant Clayton Corp.	081523-DCT	"Event Seating and Staging Solutions with Related Accessories and Services"
	Figueras Seating USA	081523-FGS	"Event Seating and Staging Solutions with Related Accessories and Services"
	Hussey Seating Company	081523-HSC	"Event Seating and Staging Solutions with Related Accessories and Services"
	National Recreation Systems	081523-NRS	"Event Seating and Staging Solutions with Related Accessories and Services"
	SICO America	081523-SICO	"Event Seating and Staging Solutions with Related Accessories and Services"
	Kubota Tractor Corporation	082923-KBA	"Ag Tractors with Related Attachments, Accessories and Supplies
	Deere & Company	082923-DAC	"Ag Tractors with Related Attachments, Accessories and Supplies
	CNH Industrial America	082923-CNH	"Ag Tractors with Related Attachments, Accessories and Supplies
	AGCO Corporation	082923-AGCO	"Ag Tractors with Related Attachments, Accessories and Supplies

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
McNeilus Financial dba McNeilus Truck & Manufacturing	091219-MCN	"Mobile Refuse Collection Vehicles with Related Equipment, Accessories and Services"
The Heil Co.	091219-THC	"Mobile Refuse Collection Vehicles with Related Equipment, Accessories and Services"
Landscape Structures	010521-LSI	"Playground and Water Play Equipment with Related Accessories and Services"
PlayPower	010521-LTS	"Playground and Water Play Equipment with Related Accessories and Services"
Rain Drop Products	010521-RDP	"Playground and Water Play Equipment with Related Accessories and Services"
SofSurfaces	010521-SFS	"Playground and Water Play Equipment with Related Accessories and Services"
Waterplay Solutions Corp.	010521-WTR	"Playground and Water Play Equipment with Related Accessories and Services"
Hussey Seating Company	091719-HSC	"Event Seating and Staging Solutions with Related Accessories and Services"

NEW IDIQ CONTRACTS

Company Name	Contract Number	Region - Type of Work
None		

IDIQ Contract Extensions

Company Name	Contract Number	
Diamond Ridge Development Corporation	AZ-R2-GC-082522-DRD	
Dallago Corporation	AZ-R5-HVAC-082522-DCO	
Dallago Corporation	AZ-R5-PLUM-082522-DCO	
Jim Brown and Sons Roofing Co., Inc.	AZ-R4-R-082522-JBS	
Loven Contracting, Inc.	AZ-R5-GC-082522-LOV	
Diamond Ridge Development Corporation	AZ-R1-GC-082522-DRD	
Henderson Building Solutions, LLC	AZ-R3-GC-082522-HBS	
Jim Brown and Sons Roofing Co., Inc.	AZ-R5-R-082522-JBS	
Pueblo Mechanical and Controls, LLC	AZ-R2-HVAC-082522-PME	
Diversified Maintenance Systems, Inc.	AZ-R4-GC-082522-DIV	
Alco Building Solutions	AZ-R2-E-082522-ABU	
Pueblo Mechanical and Controls, LLC	AZ-R2-PLUM-082522-PME	

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

**SOURCEWELL
STATE OF MINNESOTA**



Member Barrows moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

4/18/2024

Resolution No. 2024_14

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

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

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

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

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

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

The motion for the adoption of the foregoing resolution was duly seconded by Member Dahlberg and the following voted in favor: (list names here)
Zylka, Nagel, Thiel, Barrows, Arts, Kicker, Dahlberg
and the following voted against: (list names here or "NONE")

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

0EF5785E1EAD4CF...
Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - April 2024
CONSENT AGENDA ITEMS
Requesting Board permission to Solicit the following categories:

Energy Savings Performance Contracting with Related Services

Requesting Board permission to Re-Solicit the following categories:

Office Supply and Workplace Catalog Solutions

Indefinite Delivery Indefinite Quantity - Ohio

CONSENT AGENDA ITEMS
NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
Anchortex Corporation	011124-ATX	"Uniforms with Related Products and Services"
Blauer Manufacturing Co.	011124-BLA	"Uniforms with Related Products and Services"
Courage Tactical dba CopsPlus	011124-CPS	"Uniforms with Related Products and Services"
Galls	011124-GAL	"Uniforms with Related Products and Services"
LION First Responder PPE	011124-LIO	"Uniforms with Related Products and Services"
Municipal Emergency Services	011124-MES	"Uniforms with Related Products and Services"
UniFirst Corporation	011124-UFC	"Uniforms with Related Products and Services"
Vestis Services	011124-VST	"Uniforms with Related Products and Services"
All Hands Fire Equipment	010424-ALH	"Firefighting Personal Protective Equipment with Related Cleaning"
Dan Enterprises Team	010424-DAN	"Firefighting Personal Protective Equipment with Related Cleaning"
Fire-Dex	010424-FDX	"Firefighting Personal Protective Equipment with Related Cleaning"
Haix North America	010424-HAX	"Firefighting Personal Protective Equipment with Related Cleaning"
L.N. Curtis & Sons	010424-LNC	"Firefighting Personal Protective Equipment with Related Cleaning"
LION First Responder PPE	010424-LIO	"Firefighting Personal Protective Equipment with Related Cleaning"
Morning Pride Mfg. LLC dba Honeywell First Responder	010424-MNP	"Firefighting Personal Protective Equipment with Related Cleaning"
Municipal Emergency Services	010424-MES	"Firefighting Personal Protective Equipment with Related Cleaning"
Ricochet Manufacturing Company	010424-RIC	"Firefighting Personal Protective Equipment with Related Cleaning"
Viking Life Saving Equipment	010424-VKN	"Firefighting Personal Protective Equipment with Related Cleaning"
Dan Enterprises Team	011824-DAN	"Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment"
Draeger Safety Canada	011824-DRA	"Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment"
Draeger, Inc.	011824-DRG	"Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment"
Interspiro Inc.	011824-INT	"Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment"
L.N. Curtis & Sons	011824-LNC	"Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment"
MSA Safety Sales	011824-MSS	"Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment"
Municipal Emergency Services	011824-MES	"Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment"
Sea-Western	011824-SEW	"Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment"
Abernethy Schwartz Partners	012524-ABN	"Water Service Line Inventory and Management Systems with Related Services"
Global Environmental Consulting	012524-GEC	"Water Service Line Inventory and Management Systems with Related Services"
Trinnex	012524-TRX	"Water Service Line Inventory and Management Systems with Related Services"

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

ASSIGNMENT AGREEMENT

Sourcewell Contracts: 010424-MES, 011124-MES, 011824-MES, 020124-MES, and 090122-MES

This Assignment Agreement is by and among **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479; **Municipal Emergency Services, LLC.**, formerly known as Municipal Emergency Services, Inc. (“MES”); and **MES Service Company** (“MES Service”).

Sourcewell awarded the following contracts to MES (“Contracts”):

Contract Number	Category	Effective Dates
090122-MES	Law Enforcement Equipment	November 17, 2022, through November 7, 2026
010424-MES	Firefighting Personal Protective Equipment with Related Equipment Cleaning	March 29, 2024, through March 27, 2028
011124-MES	Uniforms with Related Products and Services	March 29, 2024, through March 25, 2028
011824-MES	Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment	March 29, 2024, through March 29, 2028
020124-MES	Firefighting Equipment and Rescue Tools with Related Supplies and Accessories	April 8, 2024, through April 4, 2028

On December 31, 2024, MES reorganized internally and now wishes to assign the Contracts to its affiliate MES Service Company. Additionally, as part of the reorganization Municipal Emergency Services, Inc., was renamed to Municipal Emergency Services, LLC.

The assignment provision of the Contract requires written consent of Sourcewell.

Assignment

1. This Assignment Agreement will become effective as of the date of the last signature below.
2. Sourcewell consents to the contract holder’s name change from Municipal Emergency Services, Inc., to Municipal Emergency Services, LLC.
3. MES wishes to assign to MES Service all of MES’s rights, responsibilities, and other provisions set forth in the following contracts, Sourcewell Contract Numbers: **010424-MES, 011124-MES, 011824-MES, 020124-MES, and 090122-MES.**
4. MES Service has obtained a copy of each of the Contracts from MES and certifies it will comply with the terms of the Contract as executed by MES and Sourcewell. The parties agree this Assignment is unconditional and without recourse.
5. MES and MES Service jointly and severally represent and warrant to Sourcewell that:
 - a. MES is not in default of any of its obligations under any of the Contracts;
 - b. MES Service is ready, willing, and able to perform all of the obligations and responsibilities of each the Contracts;
 - c. MES and MES Service request consent from Sourcewell to these Assignments; and

- d. MES Service accepts assignment of the provisions of the Contracts.
- 6. In consideration for the above, Sourcewell consents to the assignment of the Contracts.

Municipal Emergency Services, LLC.

Signed by:

By: Marvin Riley
DC22924756BC4D9...
 Marvin Riley, CEO

Date: 2/27/2025 | 9:30 AM CST

MES Service Company

Signed by:

By: Marvin Riley
DC22924756BC4D9...
 Marvin Riley, CEO

Date: 2/27/2025 | 9:30 AM CST

Sourcewell

Signed by:

By: Jeremy Schwartz
C0FD2A139D06489...
 Jeremy Schwartz, Chief Operating and Procurement Officer

Date: 2/27/2025 | 9:44 AM CST

MES - Sourcwell Contract #010424

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE OF PUBLISHED PRICE OR AS NOTED
Structural Firefighting, Aircraft Rescue Turnout Gear			
	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
Wildland Firefighting Protective Gear	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	PGI	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
	Wildland all available ensemble	Coaxsher	4% Off Current MSRP
EMS & General Fire Garments, Technical Rescue, USAR/Urban Search and Rescue EMS Emergency Medical Operations Protective Ensembles, Station Wear	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

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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
Helmets & Related Accs	Helmets	Bullard	25% Off Current MSRP
	Helmets	Fire Dex	9% Off Current MSRP
	Helmets	Honeywell	5% Off Current MSRP
Helmets & Related Accs	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
Helmets & Related Accs	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
Boots/Shoes/Structural/Station	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

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PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE OF PUBLISHED PRICE OR AS NOTED
Maintenance & Cleaning Services Garment Decontaminations		Circul-Air	3% Off Washers & Dryers Off Lockers 5%
	Cleaning, Alterations, & Customizations	Northwest Safety Clean	Fixed Pricing Per Price MSRP
Protective Garment Laundry Machines	Laundry Machines, Extractor machines	Groves	2% Off Current MSRP
Garment Care for Turnout and other Fire Clothing Repairs	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
	Service for Fill Stations and Compressors	MES Tech	Contact MES Rep for Service Coverage
	Parts	Scott Safety	Net Price on Price MSRP

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PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE OF PUBLISHED PRICE OR AS NOTED
Eye Protection	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
Gas Masks	Gas Masks & Related Gear	Avon Protection	5% off current MSRP
CRN Hazmat Gear	Hazmat Gear	Avon Protection	5% off current MSRP
	Hazmat Suits	DuPont	14% Off Current MSRP
	Hazmat Gear	FSI North America	9% Off Current MSRP
Firefighter Training Gear & other related equipment and accessories	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 Aids	Simulaids/Nasco	7% Off Current MSRP
Radio Holder & Pouches	Radio Holder & Pouches	Gould & Goodrich	9% Off Current MSRP
	Pouches & Parts	Safariland Redline	5% Off Current MSRP
	Harnesses and Accessories	Coaxsher	4% Off Current MSRP
Other Protective PPE Gear Body Armor	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

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Exhibit B:
Insurance Requirements
(Services)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- 3. Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or

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operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

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Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies (Professional & Pollution only)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of work.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and

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endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees, and Volunteers
400 E Main St, 3rd Floor – HR
Stockton, CA 95202

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PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE OF PUBLISHED PRICE OR AS NOTED
Structural Firefighting, Aircraft Rescue Turnout Gear			
	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
Wildland Firefighting Protective Gear	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	PGI	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
	Wildland all available ensemble	Coaxsher	4% Off Current MSRP
EMS & General Fire Garments, Technical Rescue, USAR/Urban Search and Rescue EMS Emergency Medical Operations Protective Ensembles, Station Wear	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

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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
Helmets & Related Accs	Helmets	Bullard	25% Off Current MSRP
	Helmets	Fire Dex	9% Off Current MSRP
	Helmets	Honeywell	5% Off Current MSRP
Helmets & Related Accs	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
Helmets & Related Accs	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
Boots/Shoes/Structural/Station	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

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PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE OF PUBLISHED PRICE OR AS NOTED
Maintenance & Cleaning Services Garment Decontaminations		Circul-Air	3% Off Washers & Dryers Off Lockers 5%
	Cleaning, Alterations, & Customizations	Northwest Safety Clean	Fixed Pricing Per Price MSRP
Protective Garment Laundry Machines	Laundry Machines, Extractor machines	Groves	2% Off Current MSRP
Garment Care for Turnout and other Fire Clothing Repairs	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
	Service for Fill Stations and Compressors	MES Tech	Contact MES Rep for Service Coverage
	Parts	Scott Safety	Net Price on Price MSRP

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PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE OF PUBLISHED PRICE OR AS NOTED
Eye Protection	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
Gas Masks	Gas Masks & Related Gear	Avon Protection	5% off current MSRP
CRN Hazmat Gear	Hazmat Gear	Avon Protection	5% off current MSRP
	Hazmat Suits	DuPont	14% Off Current MSRP
	Hazmat Gear	FSI North America	9% Off Current MSRP
Firefighter Training Gear & other related equipment and accessories	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 Aids	Simulaids/Nasco	7% Off Current MSRP
Radio Holder & Pouches	Radio Holder & Pouches	Gould & Goodrich	9% Off Current MSRP
	Pouches & Parts	Safariland Redline	5% Off Current MSRP
	Harnesses and Accessories	Coaxsher	4% Off Current MSRP
Other Protective PPE Gear Body Armor	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