

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

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

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

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

1. TERM OF CONTRACT

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

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

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

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

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

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

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

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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

22. CANCELLATION

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

Sourcewell

L.N. Curtis & Sons

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

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

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

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

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

Vendor Details

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

Submission Details

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

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

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

Table 2: Company Information and Financial Strength

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

11	What are your company's expectations in the event of an award?	<p>In the event of an award, Curtis will maintain the highest level of customer service for Sourcewell's members by delivering exceptional customer service and a comprehensive line of firefighting and emergency products and services to local, state, and federal agencies throughout the United States and to various U.S. Government agencies locate worldwide.</p> <p>Curtis will maintain the existing high level of customer service as a premier provider for equipment to first responders. This will be done by fulfilling customer requirements, accurately, timely and with significant value. Curtis expects to make the ensuing contract very valuable to Sourcewell and to the membership.</p> <p>Curtis expects to make a fair profit and will maintain the existing high level of customer service we've been providing to Sourcewell member agencies under current contracts 032620 & 040220 since 2020.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please refer to the attached document "Curtis Financial Statements 12312023"	*
13	What is your US market share for the solutions that you are proposing?	For our primary market which is the Western 13 states, we have anywhere from a 25% market share to a 50% market share, depending on the segment or product category.	*
14	What is your Canadian market share for the solutions that you are proposing?	Curtis does not sell into the Canadian market at this time.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Curtis has never petitioned for bankruptcy protection.	*
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>a) Curtis is a distributor/dealer/reseller for all brands and models that are included in this proposal.</p> <p>Curtis partners with the best suppliers in the industry. We have over 25 full-time field service technicians plus (6) service centers spread throughout the Western states.</p> <p>Please note that written authorization from our manufacturers is available on request.</p>	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Curtis holds a license to conduct business in the thirteen Western States, with 12 facilities spread throughout Washington, Oregon, Colorado, Utah, Arizona, Idaho, Nevada, and California.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Curtis has never been suspended or excluded (debarred) from participating in any program, contract, or other business opportunity by any customer or group of customers.	*

Table 3: Industry Recognition & Marketplace Success

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

Table 4: References/Testimonials

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

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

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

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

Table 6: Ability to Sell and Deliver Service

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

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

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

Table 7: Marketing Plan

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

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

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

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

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Curtis is focused on being a long term partner with customers. We look to provide value and solutions to members through our full service offering: Support with the initial discovery, and review of products. Procurement of selected items. Maintenance and repair to support the product for its lifespan.</p> <p>Curtis has conducted over ninety years of successful business focusing on supporting the fire, rescue, & emergency response industries. Curtis provides our customers with exceptional products, customer service, and product support covering an extremely broad-based product catalog.</p> <p>Curtis' Customer Service Operations are located in Kent, WA, Salt Lake City, UT, Walnut Creek, CA, Santa Fe Springs (Los Angeles), CA, and Phoenix, AZ. A brand new consolidated state-of-the-art warehousing facility, providing Curtis customers with a complete suite of Integrated Logistics Services, is located in Salt Lake City, UT.</p> <p>Curtis is fully qualified to provide superior service to Sourcewell members. In addition to our many large contracts with city and state agencies, Curtis continues to perform on three programs that have honed our capabilities to manage and serve major accounts with a complex array of product & service offerings.</p> <p>Curtis has a contract with the General Services Administration (GSA contract 47QSWA18D009Y). Curtis services over a thousand customers a year who purchase from our GSA product catalog.</p> <p>Additionally, Curtis is a contractor to the Defense Logistics Agency (DLA) Troop Support under the provisions of a prime contract supporting the United States Defense Department's Fire and Emergency Services Tailored Logistics Support Program and the United States Fire Service (DLA contracts SPE8EH-19-D-0015) supporting agencies of the United States Federal Government located world-wide.</p> <p>A great source of corporate pride and import, Curtis achieved great success while supporting the members of other COOPS. Since the launch of these COOP-type contracts, the Company has experienced a significant increase in customer acceptance of this "piggyback" contract mechanism and a related year-to-year growth in sales.</p> <p>Curtis' Corporate Mission (why we do what we do): "L.N. Curtis & sons provides critical products and services that enable our nation's first responders to accomplish their missions so that they are able to return safely home."</p> <p>Curtis' proposal to Sourcewell has been prepared to ensure full compliance with solicitation requirements. We have assembled a team from our stable of excellent manufacturers to form a robust compilation of products required to support firefighting and rescue operations. The purpose of our proposal is to provide an array of the most common products used by today's Fire Service.</p> <p>Curtis' offer includes one or more brands for each of the following product categories:</p> <ul style="list-style-type: none"> • Self-Contained Breathing Apparatus (SCBA) • Related SCBA Equipment • Service – Maintenance, Service & Testing • Breathing Air Systems (mobile and stationary) • Fill Stations • Storage Systems • Service – Maintenance, Service & Testing
46	Describe compliance to applicable national standards such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	All products included in this Curtis proposal comply to the related and associated national standards and industry segment requirements, including NFPA, USFS/NFES, ANSI, ASTM, and 29 Code of Federal Regulations (CFR) 1910 (OSHA).
47	Describe how your product can be cleaned and decontaminated to prevent exposure to carcinogens.	<p>The entire fire service industry recognizes that soiled or contaminated protective gear can expose firefighters to toxic substances, spread communicable disease, absorb heat, conduct electricity, and can be flammable. In short, clean SCBA can help keep you safe.</p> <p>NFPA 1851 recommends the user to evaluate SCBA after each use to determine the appropriate cleaning level. This includes instructions for cleaning at the scene and an advanced cleaning at least once a year or whenever on-scene cleaning is not sufficient.</p> <p>**Decon literature available from specific manufacturers upon request.</p>

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure,

and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
48	Do your warranties cover all products, parts, and labor?	<p>Curtis provides the manufacturers' warranties for all proposed supplies. Additionally, Curtis will offer any extended warranties if available, at additional costs.</p> <p>The warranties provided under Curtis' proposed program will be the same as offered to the public and will include products, parts and labor (standard commercial practice).</p> <p>Please refer to attachment, "Curtis Terms & Conditions of Sales"</p>
49	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No
50	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, where stated as part of the Manufacturer's standard warranty.
51	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>All products and product support to perform warranty servicing included in this Curtis proposal are available to membership located in the thirteen Western States of Montana, Wyoming, Colorado, New Mexico, Arizona, Utah, Idaho, Washington, Oregon, Nevada, California, Alaska, and Hawaii without limitations.</p> <p>When warranty support is required outside the 13 western states, Curtis will coordinate warranty servicing and support directly with the manufacturer to ensure warranty commitments are quickly met.</p>
52	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We take responsibility for what we sell. Curtis offers warranty service for all brands and models that we sell and that are included in this proposal.

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

Table 10: Payment Terms and Financing Options

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

Table 11: Pricing and Delivery

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

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

63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Curtis adds no additional costs to member prices, unless the customer requests open market products or services that relate to the on-contract item but that are not on contract.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All Sourcewell orders are quoted as Shipping Point, unless otherwise noted. Curtis may, in its sole discretion, select the shipping method, the carrier and the applicable freight charges (unless otherwise agreed in writing). Curtis maintains strong freight and parcel carrier relationships with competitive pricing which is good for customers. We can quote customers shipping in different ways so they have options to choose from.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	All Sourcewell orders are quoted as Shipping Point, unless otherwise noted. Curtis may, in its sole discretion, select the shipping method, the carrier and the applicable freight charges (unless otherwise agreed in writing). Curtis maintains strong freight and parcel carrier relationships with competitive pricing which is good for customers. We can quote customers shipping in different ways so they have options to choose from.	*

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

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Customer Service Managers within the Curtis organization review daily sales orders to ensure proper contract pricing is provided to end users. Curtis administration will provide a contract sales activity report to the Sourcewell representative assigned to this contract no later than 45 days after the end of each calendar quarter. The report will contain all of the fields described in the contract template.
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Per our standard operating procedures, Curtis tracks Key Performance Indicators (KPIs) to make sure our business is tracking per plan.</p> <p>KPI-related data is extracted from our Enterprise Resource Planning platform, Oracle-NetSuite. Oracle-NetSuite, a cloud ERP solution that automates front and back-office processes enable the Company to track all critical business functions including financial management, revenue management, fixed assets, order entry/management/tracking, billing, and inventory management. Oracle-NetSuite enables Curtis management to generate real-time performance and status reports (e.g., sales (orders and frequency) fill rates vendor performance returns due to improper shipments and defective items and back-orders).</p> <p>Using Oracle-NetSuite, Curtis tracks performance of all orders, awards, contracts, and programs, including, should Curtis be honored with a contract, the Company's performance in support of Sourcewell.</p> <p>Curtis has seen a regular increase in annual sales throughout the duration of the current Sourcewell PPE & FFE contracts.</p>
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Curtis proposes to pay a 1% (or less) administrative fee to Sourcewell.

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

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

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

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

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

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

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

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

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

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

Yes No

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

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

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



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

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

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

SOLICITATION SCHEDULE

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

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

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

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

B. USE OF RESULTING CONTRACTS

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

- Federal and state government 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:

- 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

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.

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

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

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

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

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

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

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

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

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

C. REQUIREMENTS

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

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

D. PROSPECTIVE CONTRACT TERM

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

E. ESTIMATED CONTRACT VALUE AND USAGE

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

F. MARKETING PLAN

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

G. ADDITIONAL CONSIDERATIONS

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

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

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

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

B. ADMINISTRATIVE FEES

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

IV. CONTRACT

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

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

Exceptions must:

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

Unclear requests will be automatically denied.

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

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

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

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

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

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

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

C. ADDENDA

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

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

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

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

D. PROPOSAL SUBMISSION

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

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

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

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

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.



12/12/2023

Addendum No. 1

Solicitation Number: RFP 011824

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

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

Question 1:

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

Answer 1:

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

End of Addendum

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



12/27/2023

Addendum No. 2

Solicitation Number: RFP 011824

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

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

Question 1:

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

Answer 1:

All awarded vendors will sign a contract with Sourcewell. Refer to RFP Section I. A. – About Sourcewell, “Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada.” Members of the Canoe procurement group are eligible to use Sourcewell contracts. Refer to RFP Section I. B. – Use of Resulting Contracts, for further details.

End of Addendum

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



01/12/2024

Addendum No. 3

Solicitation Number: RFP 011824

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

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

Question 1:

In Table 11. Pricing and Delivery, question 63. Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

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

Answer 1:

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

Question 2:

When will last addendum be posted?

Answer 2:

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

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

End of Addendum

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



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Contracting Opportunity

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

Agency: Sourcewell

Division: Procurement Department

Contract Number: 011824

CR Number: 2104148

Contract Term: 4 years

Date of Issue: 11/30/2023

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

County(ies): All NYS counties

Classification: Safety & Security - *Commodities*

Opportunity Type: General

Entered By: Tara Wolff

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

Service-Disabled Veteran-Owned Set Aside: No

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

None

Contact Information

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

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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Affidavit of Publication

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

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

State of OR

}
} SS:
}

County of Multnomah

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

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

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

12/01/2023.

SEE EXHIBIT A

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME ON 6th day of December 2023

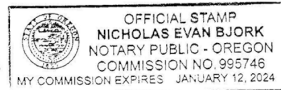
By:

Michelle A Ropp

Michelle A. Ropp

By:

N. Bjork



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

EXHIBIT A

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

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

REQUEST FOR PROPOSALS

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

Published Dec. 1, 2023. 2561548

LOCALiQ

The Oklahoman

PO Box 631643 Cincinnati, OH 45263-1643

PROOF OF PUBLICATION

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

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA

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

11/30/2023, 12/07/2023

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

Legal Clerk

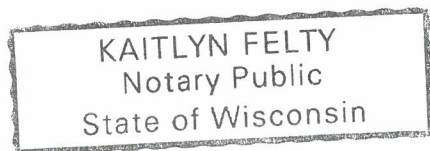
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Request For Proposals
Sourcewell, a State of
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with Related Equipment**
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Sourcewell Participating
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A full copy of the Request
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Sourcewell Procurement
Portal will be considered.
Proposals are due no later
than January 18, 2024, at
4:30 p.m. Central Time,
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be considered.

LPXLP

November 30, December
7 2023

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Attention: Carol Jackson

SOURCEWELL
 PO BOX 219
 STAPLES, MN 56479

carol.jackson@sourcewell-mn.gov

REQUEST FOR PROPOSALS

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

State of South Carolina

County of Richland

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

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

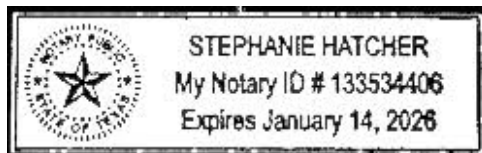
Tara Pennington

Tara Pennington

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

Stephanie Hatcher

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



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COLLEGE FOOTBALL PLAYOFF SCENARIOS

Eight teams still have a realistic title shot

Paul Myerberg
USA TODAY

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

Can Ohio State get back into the playoff?

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

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

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

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

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

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

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

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

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

Does Georgia get in with a loss to Alabama?

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



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

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

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

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

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

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

Does Florida State need to be nervous?

Not really. Every unbeaten Power Five team has

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

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

What are five possible playoff fields?

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

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

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

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

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

PLAYOFF RANKINGS WINNERS AND LOSERS

Committee's top five and Liberty get good news

Paul Myerberg
USA TODAY

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

Now we wait.

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

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

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

Winners The top five (and No. 8)

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



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

Liberty

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

Missouri

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

Loser The Group of Five

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

College Football Playoff committee Top 25

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

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

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Opportunity Notice

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

Category: Goods

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

Opportunity Information

Organization: Canoe Procurement Group of Canada
Organization Address:
Reference Number: AB-2023-07008
Solicitation Number: AB-2023-07008
Solicitation Type: Request for Proposal
Posting (MM/dd/yyyy): 11/30/2023
09:00:00 AM Alberta Time
Closing (MM/dd/yyyy): 01/18/2024
03:30:00 PM Alberta Time
Last Update (MM/dd/yyyy): 11/29/2023
01:25:33 PM Alberta Time
Agreement Type: NWPTA/TILMA & CFTA & CETA & TCA
Region of Opportunity: Open
Region of Delivery: Alberta
Opportunity Type: Open & Competitive

Commodity Codes:

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

[View Bid Package](#)

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 \(Bidders\)](#)

Response Submission:

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

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

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

Response Contact:

Wolff, Tara
Manager of Procurement
2510 Sparrow Drive

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

Response Specifics:

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

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

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

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

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

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:

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

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

Access Reports
View reports on who has been notified of the bid or accessed it.
[\[Notification report\]](#) [\[Access report\]](#)

Questions
0 Questions
0 Unanswered
[\[View/Ask Questions\]](#)

Edit Bid
[\[Create Addendum\]](#)

Description

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

Pre-Bid Conference

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

Documents

No Documents for this bid



Register

View Edit Delete Revisions

OPEN

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

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

Important Dates

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

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

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

[Sourcewell Procurement Portal](#)






View Details

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

Bid Details

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

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

Internal Information (For Internal Use Only)

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

Basic Settings


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

Selected Categories

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



Solicitation Overview



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

011824

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

Detail:

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

X

1 Preview

2 Amendments

3 Bid Results

4 Award

5 Audit



Preview

Print

Notice

Categories

Basic Information

Estimated Contract Value (CAD)

120,000,000.00 (Not shown to suppliers)

Issuing Organization

Sourcewell

Solicitation Number

011824

Source ID

PP.CO.USA.868485.C88455

Reference Number

0000260563

Solicitation Type

RFP - Request for Proposal (Formal)

Title

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

Details

Location

Canada, All of Canada, All of Canada

Purchase Type

Duration: 4 years

Description

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

[See more](#)

Dates

Publication Date

2023/11/30 09:52:24 AM EST

Question Acceptance Deadline

2024/01/11 05:30:00 PM EST

Questions are submitted online

No

Closing Date

2024/01/18 05:30:00 PM EST

Bid Intent

Not Available

Prebid Conference

2023/12/20 11:00:00 AM EST

Contact Information

Procurement Department

rfp@sourcewell-mn.gov

218-894-1930

Pre-Bidding Events

Event Type

Prebid Conference

Attendance

Recommended

Event date

2023/12/20 11:00:00 AM EST

Location

Online Conference

Event Note

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

Bid Submission Process

Bid Submission Type

Electronic Bid Submission

Pricing

In attached document

Bid Documents List

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



Proposal Opening Record

Date of opening: January 18, 2024

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

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

Responses were received from the following:

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

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

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

DocuSigned by:
Carol Jackson
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Carol Jackson, Procurement Analyst



Proposal Evaluation


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


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

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

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

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 Greg Grunig, MS, Senior Procurement Analyst

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 Scott Dobreiner, CPPO, NIGP-CPP, Procurement Analyst

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 Nick Scholer, Procurement Analyst



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

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

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

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

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

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

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

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

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

Proposals were reviewed by the Proposal Evaluation Committee:

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

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

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

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

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

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

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

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

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

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

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

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

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

The preceding recommendations were approved on March 11, 2024.

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

DocuSigned by:
Brandon Town
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Brandon Town, NIGP-CPP, CPSM, CPSD, Senior Procurement Analyst

DocuSigned by:
Scott Dobereiner
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Scott Dobereiner, CPPO, NIGP-CPP, Procurement Analyst

DocuSigned by:
Nick Scholer
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Nick Scholer, Procurement Analyst

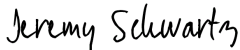
STATEMENT OF COMPLIANCE

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

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

I hereby certify:

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

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