2

SUBJECT: PIGGYBACK SOURCEWELL CONTRACT #080922-SAF

BID #: PSC-0352-23 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT- FROM DATE OF EXECUTED CONTRACT THROUGH SEPTEMBER 30, 2023 WITH THREE (3) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: JACKSONVILLE FIRE AND RESCUE

BASIS OF AWARD: PER PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: ( ) **NUMBER RECEIVED**: ( ) **OTHER** ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback Sourcewell Contract #080922-SAF with Safeware Inc., for Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions for the Jacksonville Fire and Rescue Department. Period of service is from date of executed contract through September 30, 2023 with three (3) one (1) year renewal options. Total not-to-exceed award expenditure is $500,000.00.

Funding Source: Funding for this award will be encumbered by various account to be executed by formal contract through Office of General Counsel and processed via Purchase Order.

Attachments: Agency Memo, Vendor Quote, Contract #080922-SAF, Certificate of Insurance

BUYER: _____ **RESPECTFULLY SUBMITTED** _____
OLIVE WALLACE-COHEN DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **Keith Powers, Director/Fire Chief**

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

FIRE AND RESCUE DEPARTMENT

March 13, 2023

TO: Dustin Freeman, Chief of Procurement

FROM: Keith Powers, Director/Fire Chief

RE: Request to Piggyback Sourcewell Contract #080922-SAF

Pursuant to Chapter 126.211 of the Procurement Code, The Jacksonville Fire and Rescue Department (JFRD) is requesting approval to piggyback Sourcewell Contract #080922-SAF, awarded to Safeware Inc., that is current through October 7, 2026. Sourcewell is recognized as a public entity created by State of Minnesota legislation and this contract was competitively sourced through RFP #080922 included with this request.

Requested period of service will be from date of contract execution through September 30, 2023, with three (3), one (1) year, renewal options and an estimated annual expenditure not to exceed $500,000.00.

Funding for this award will be encumbered by various accounts for purchases related to Public Safety and Emergency Management Equipment from Safeware's catalog throughout the period of service.

If you have any questions, please contact Dan Pearson at (904) 255-3265.

KP/dp

SAFEWARE

QUOTATION

564290

Compressor

510 Eastpark Court
Suite # 120
Sandston, VA 23150
804-236-0579
www.safewareinc.com

Order Number	
1987623	
Order Date	Page
03/06/2023 13:38:18	1 of 2

Quote Expires On: 04/05/2023
Contract No: Sourcewell #080922-SAF PS & EM

Bill To: **Customer ID:** 66487
City of Jacksonville
117 W. Duval St., Ste 375
Attn: Accounts Payable/Finance
Jacksonville, FL 32202
USA
904-630-1640

Ship To:
City of Jacksonville
117 W. Duval St., Ste 375
Jacksonville, FL 32202

PO Number	*Taker*	*Email*
QUOTE - COMPRESSOR & ACCESSORIES	Chelsea Trainum	ctrainum@safewareinc.com
Freight Terms	*Phone*	*Fax*
Bill Freight	804-236-0579	
Sales Representative		
April D Dellinger		

Quantities					*Item ID* / *Item Description*	*Pricing UOM*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM*	*Unit Size* / *Disp.*		*Unit Size*		
1.00	0.00	1.00	EA	1.0	ADELLINGER For questions regarding this proposal please contact: April Dellinger Senior Sales Account Manager Cell: 407-883-9103 Office: 800-814-7898 Email: adellinger@safewareinc.com	EA 1.0	0.00	0.00
1.00	0.00	1.00	EA	1.0	ING SS3J5.5GH-WB Portable Gas Air Compressor Ingersoll-Rand 8 gal. 5.5 HP Wheelbarrow Portable Gas Air Compressor	EA 1.0	1,875.00	1,875.00
1.00	0.00	1.00	EA	1.0	SFW COMPRESSOR ACCESSORIES SFW COMP ACCESSORIES Accessory Kit , Air Compressor, includes inflators, air gun, and connectors Coupling, Air Compressor, HS Quick, Female, 1/4" NPT Coupling, Air Compressor, HS Quick, Male, 1/4" NPT Stud, Air Compressor, HS, Male, 1/4" NPT Stud, Air Compressor, HS femal	EA 1.0	89.35	89.35
1.00	0.00	1.00	EA	1.0	SOURCEWELL PS Contract #080922-SAF	EA 1.0	0.00	0.00

SAFEWARE

QUOTATION

510 Eastpark Court
Suite # 120
Sandston, VA 23150
804-236-0579
www.safewareinc.com

Order Number	
1987623	
Order Date	Page
03/06/2023 13:38:18	2 of 2

Quote Expires On: 04/05/2023
Contract No: Sourcewell #080922-SAF PS & EM

Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
					Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions Effective: October 14, 2022fre - October 7, 2026 Freight: Standard CONUS paid, HAZMAT & expedited billed Must register at sourcewell-mn.gov/become-member			

Total Lines: 4

SUB-TOTAL:	1,964.35
TAX:	0.00
AMOUNT DUE:	**1,964.35**

Actual freight added per freight terms

SAFEWARE

QUOTATION

510 Eastpark Court
Suite # 120
Sandston, VA 23150
804-236-0579
www.safewareinc.com

Dry Suits

Order Number	
1988395	
Order Date	Page
03/08/2023 11:44:29	1 of 2

Quote Expires On: 04/07/2023
Contract No: Sourcewell #080922-SAF PS & EM

Bill To: **Customer ID:** 66487
City of Jacksonville
117 W. Duval St., Ste 375
Attn: Accounts Payable/Finance
Jacksonville, FL 32202
USA
904-630-1640

Ship To:
City of Jacksonville
117 W. Duval St., Ste 375
Jacksonville, FL 32202

PO Number	*Taker*	*Email*
QUOTE - DRY SUITS	Chelsea Trainum	ctrainum@safewareinc.com
Freight Terms	*Phone*	*Fax*
Bill Freight	804-236-0579	
Sales Representative		
April D Dellinger		

Quantities Ordered	Allocated	Remaining	UOM Unit Size	Disp.	*Item ID* *Item Description*	*Pricing UOM* Unit Size	*Unit Price*	*Extended Price*
1.00	0.00	1.00	EA 1.0		ADELLINGER For questions regarding this proposal please contact: April Dellinger Senior Sales Account Manager Cell: 407-883-9103 Office: 800-814-7898 Email: adellinger@safewareinc.com	EA 1.0	0.00	0.00
10.00	0.00	10.00	EA 1.0		MUS MSD62402 251 XLR Sentinel Series Water Rescue Dry Suit w/ Adjustable Neck Seal, Fluorescent Yellow Green-Black	EA 1.0	1,549.95	15,499.50
10.00	0.00	10.00	EA 1.0		MUS MSD62402 251 LLR Sentinel Series Water Rescue Dry Suit w/ Adjustable Neck Seal, Flourescent Yellow Green-Black	EA 1.0	1,549.95	15,499.50
1.00	0.00	1.00	EA 1.0		SOURCEWELL PS Contract #080922-SAF	EA 1.0	0.00	0.00

SAFEWARE

QUOTATION

510 Eastpark Court
Suite # 120
Sandston, VA 23150
804-236-0579
www.safewareinc.com

Order Number	
1988395	
Order Date	Page
03/08/2023 11:44:29	2 of 2

Quote Expires On: 04/07/2023
Contract No: Sourcewell #080922-SAF PS & EM

Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
					Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions Effective: October 14, 2022fre - October 7, 2026 Freight: Standard CONUS paid, HAZMAT & expedited billed Must register at sourcewell-mn.gov/become-member			

Total Lines: 4

SUB-TOTAL:	30,999.00
TAX:	0.00
AMOUNT DUE:	**30,999.00**

Actual freight added per freight terms

JFRD FINANCE

C 122003
P 010642
FREP Emerg Prep Grants
5624290
1
A 11409-334100-010642
AEL: —
Delivery: TSF
NLT: 9/30/23
Date: 3/13/23

SAFEWARE

QUOTATION

510 Eastpark Court
Suite # 120
Sandston, VA 23150
804-236-0579
www.safewareinc.com

Order Number	
1988863	
Order Date	Page
03/09/2023 13:32:58	1 of 4

Quote Expires On: 04/08/2023
Contract No: Sourcewell #080922-SAF PS & EM

Bill To: **Customer ID:** 66487
City of Jacksonville
117 W. Duval St., Ste 375
Attn: Accounts Payable/Finance
Jacksonville, FL 32202
USA
904-630-1640

Ship To:
City of Jacksonville
117 W. Duval St., Ste 375
Jacksonville, FL 32202

PO Number	*Taker*	*Email*
QUOTE - BUD REQ	Chelsea Trainum	ctrainum@safewareinc.com
Freight Terms	*Phone*	*Fax*
Bill Freight	804-236-0579	
Sales Representative		
April D Dellinger		

Quantities Ordered	Allocated	Remaining	UOM Unit Size	Disp.	*Item ID* / *Item Description*	*Pricing UOM* Unit Size	*Unit Price*	*Extended Price*
1.00	0.00	1.00	EA 1.0		ADELLINGER For questions regarding this proposal please contact: April Dellinger Senior Sales Account Manager Cell: 407-883-9103 Office: 800-814-7898 Email: adellinger@safewareinc.com	EA 1.0	0.00	0.00
120.00	0.00	120.00	EA 1.0		SPN 11150750 Sperian Millennia Sport Protective Eyewe -ar - (ANSI Z87+ / CSA Z94.3 Approved - Black Temples only)	EA 1.0	19.38	2,325.60
46.00	0.00	46.00	EA 1.0		CND MA41-010 Rip Away Emt Pouch Red *Ordered As:* MA41-010	EA 1.0	45.00	2,070.00
120.00	0.00	120.00	PR 1.0		SCO 7422-SD1 742 Multi-Purpose, p100 Cartridge 742 Series, for use on Xcel half face and all full facepieces, 1 pair	PR 1.0	44.23	5,307.60
1.00	0.00	1.00	EA 1.0		SFW OPC-2144 RIGHT ANGLE PLUG ADAPTER CABLE ICOM OPC2144	EA 1.0	35.00	35.00

SAFEWARE

QUOTATION

510 Eastpark Court
Suite # 120
Sandston, VA 23150
804-236-0579
www.safewareinc.com

Order Number	
1988863	
Order Date	Page
03/09/2023 13:32:58	2 of 4

Quote Expires On: 04/08/2023
Contract No: Sourcewell #080922-SAF PS & EM

Quantities						Item ID / Item Description	Pricing UOM / Unit Size		Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM	Unit Size	Disp.					
1.00	0.00	1.00	EA	1.0		SFW CS-A25 A25 PROGRAMMING SOFTWARE ICOM A25 PROGRAMMING SOFTWARE CS-A25	EA	1.0	85.00	85.00
10.00	0.00	10.00	DZ	12.0		SHE 5233 LG Shelby Buttermilk Pigskin Glove, LG 3 ounce Buttermilk colored brushed pigskin, gunn cut, keystone Thumb and shirred elastic back with self-hemmed cuff	DZ	12.0	362.94	3,629.40
120.00	0.00	120.00	EA	1.0		511 5476-019-1 SOMS 3.0 ROLLING DUFLE BAG Overall Dimensions - 14"H x 32"L x 18.5"D Front Pockets - 11"H x 27"L x 2"D Rear Pockets - 11"H x 13.5"L x 2"D (x2) Total Capacity - 7684 cubic inches / 126 liters Weight - 16.8 lbs	EA	1.0	347.02	41,642.40
60.00	0.00	60.00	PR	1.0		ERG 18315 ProFlex 315 Textured Cap Knee Pad, Gray Cap	PR	1.0	32.97	1,978.20
60.00	0.00	60.00	EA	1.0		511 50360-019-1 ELBOW PADS Skip to the beginning of the images gallery EXO.E1 ELBOW PADS	EA	1.0	24.05	1,443.00
120.00	0.00	120.00	EA	1.0		WOL LBH-CB-1200 USAR Load Bearing Harness	EA	1.0	380.00	45,600.00
120.00	0.00	120.00	PR	1.0		DAN 24323 12 D Boot, Men's Desert TFX G3 8" Coyote GTX Tactical; Size: 12 Width: Medium	PR	1.0	205.00	24,600.00
40.00	0.00	40.00	EA	1.0		SFW 037025H Stanley 37" Mobile Tool Box Rolling Tool Box, 22-3/16 In. W, Black	EA	1.0	254.36	10,174.40
5.00	0.00	5.00	EA	1.0		DEW DWST08450 DEWALT TOUGHSYSTEM 2.0 MOBILE TOOL BOX	EA	1.0	148.75	743.75

SAFEWARE

QUOTATION

510 Eastpark Court
Suite # 120
Sandston, VA 23150
804-236-0579
www.safewareinc.com

Order Number	
1988863	
Order Date	Page
03/09/2023 13:32:58	3 of 4

Quote Expires On: 04/08/2023
Contract No: Sourcewell #080922-SAF PS & EM

Quantities					Item ID / Item Description	Pricing UOM / Unit Size		Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM	Unit Size / Disp.					
					eavy-duty design is IP65 rated with 250 lbs. load capacity Modular design is backwards compatible with most TOUGHSYSTEM Durable 2-piece metal front latches and auto-connect side latches				
6.00	0.00	6.00	EA	1.0	REX K9 GOGGLE LG K9 Goggle, LG, Black Frm, Clr+Smk Lens	EA	1.0	106.19	637.14
20.00	0.00	20.00	EA	1.0	PIP 939-EF350-A E-Flare, Flashing 1-Color, Amber Beacon Standard 4 Led Light, 12 EA per case	EA	1.0	43.23	864.60
20.00	0.00	20.00	EA	1.0	SFW PET-E72-P PETZL DUO LED 14 HEADLAMP	EA	1.0	216.50	4,330.00
20.00	0.00	20.00	EA	1.0	NRS 47300-01-101 Pilot Knife Orange	EA	1.0	49.95	999.00
20.00	0.00	20.00	EA	1.0	PET E94990 SHELL S carry case for Zipka series	EA	1.0	14.36	287.20
20.00	0.00	20.00	EA	1.0	SFW SEO STORM SAFETY WHISTLE	EA	1.0	10.59	211.75
20.00	0.00	20.00	EA	1.0	SFW SCO500B FIRST ALERT CO ALARM	EA	1.0	48.78	975.50
120.00	0.00	120.00	EA	1.0	PF 63161 LG Frogg Togg Rain Jacket LG • DriPore®Gen2 waterproof fabric • Fully taped and sealed seams • Internal zips to hold Co-Pilot liner • Vented, removable hood with cord locks • Zippered, external chest storage and hand-warmer pockets • Splash-resistant zippers with internal storm	EA	1.0	113.63	13,635.60
120.00	0.00	120.00	EA	1.0	PF83160 LG Frogg Togg Rain Pants LG • DriPore®Gen2 waterproof fabric • Fully taped and sealed seams • Zips from ankle to knee for easy on and off • Easy-access, quick-drain, expandable cargo pockets • Locking web belt • Hook-and-loop adjustable leg openings	EA	1.0	69.89	8,386.80

SAFEWARE

QUOTATION

510 Eastpark Court
Suite # 120
Sandston, VA 23150
804-236-0579
www.safewareinc.com

Order Number
1988863

Order Date 03/09/2023 13:32:58

Quote Expires On: 04/08/2023

Contract No: Sourcewell #080922-SAF PS & EM

Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
1.00	0.00	1.00	EA		SOURCEWELL PS	EA	0.00	0.00
				1.0	Contract #080922-SAF	1.0		
					Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions Effective: October 14, 2022 - October 7, 2026 Freight: Standard CONUS paid, HAZMAT & expedited billed Must register at sourcewell-mn.gov/become-member			

Total Lines: 24

SUB-TOTAL:	169,961.94
TAX:	0.00
AMOUNT DUE:	**169,961.94**

Actual freight added per freight terms

JFRD FINANCE

C 122003

P 010642

O FREP Emerg Prep. Grants

E 552160

T 1

A 11409-334100-010642

FEL: —

Delivery: TSF

NLT: 9/30/23

Date: 3/13/23

SAFEINC-03 MAXU

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/21/2023

APPROVED By WVerdejo at 8:08 am, Mar 22, 2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Alliant Insurance Services, Inc.
16901 Melford Blvd Ste 123
Bowie, MD 20715

CONTACT NAME: Danielle Harris
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS: danielle.harris@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : Great Northern Insurance Company	20303
INSURER C : Indian Harbor Insurance Company	36940
INSURER D : Federal Insurance Company	20281
INSURER E : Lloyd's Syndicate 2623 (Beazley Furlonge Limited)	00000
INSURER F : Travelers Casualty and Surety Company of America	31194

INSURED
Safeware, Inc.
4403 Forbes Blvd
Lanham, MD 20706

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	G71540856 004	7/1/2022	7/1/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							EBL AGGREGATE	$ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	(22)7360-98-94	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			SXS005939701	7/1/2022	7/1/2023	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$
							Aggregate	$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	(23) 7176-41-45	7/1/2022	7/1/2023	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Professional		X	MR224131	7/1/2022	7/1/2023		2,000,000
F	Cyber	X	X	105648936	7/1/2022	7/1/2023		2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Contract: Sourcewell RFP-080922

The City of Jacksonville its members, officials, officers, employees and agents are named as Additional Insured with regard to General Liability, Auto Liability and Cyber Lia. Coverages are Primary & Non-Contributory. A waiver of subrogation in favor of The City of Jacksonville its members, officials, officers, employees and agents applies to General Liability, Auto Liability, Professional Lia.,Cyber Lia and Workers Compensation. 30 day notice of cancellation to The City of Jacksonville applies to all policies

CERTIFICATE HOLDER

City of Jacksonville
117 West Duval Street, Suite 335
Jacksonville, FL 32202-3381

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Danielle Harris

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
All Vendors	**All Products**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" shown in the Schedule of this endorsement which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and
2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

1. The insurance afforded the vendor does not apply to:
   a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
   b. Any express warranty unauthorized by you;
   c. Any physical or chemical change in the product made intentionally by the vendor;
   d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
   e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
   f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
   g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
   h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
      (1) The exceptions contained in Subparagraphs **d.** or **f.**; or
      (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have

© Insurance Services Office, Inc., 2018

acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

C. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

 © Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name(s) Of Person(s) Or Organization(s)	Designation Of Premises
As required by written contract/loan requirements, provided contract/loan is executed prior to loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): **Any Person or Organization where required by written contract signed prior to the date of loss.**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
As required by written contract signed by both parties prior to loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

© Insurance Services Office, Inc., 2018

4. **Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. **Primary Insurance**

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. **Excess Insurance**

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. **Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. **Premium Audit**

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. **Representations**

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

© Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
This endorsement modifies the Business Auto Coverage Form.

1. **EXTENDED CANCELLATION CONDITION**
   Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:
   b. 60 days before the effective date of cancellation if we cancel for any other reason.
2. **BROAD FORM INSURED**
   A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds
   The Named Insured shown in the Declarations is amended to include:
   1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
   2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
      (a) That is an "insured" under any other automobile policy;
      (b) That has exhausted its Limit of Insurance under any other policy; or
      (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

   Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

   B. Employees as Insureds
   Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:
   d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

   C. Lessors as Insureds
   Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:
   e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
      (1) The agreement requires you to provide direct primary insurance for the lessor; and
      (2) The "auto" is leased without a driver.

      Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.
      However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
      1. You;
      2. Any of your "employees" or agents; or
      3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

   D. Persons And Organizations As Insureds Under A Written Insured Contract
   Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:
   f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured".
      However, such person or organization is an "insured" only:

"Includes copyrighted material of Insurance Services Office, Inc. with its permission"

(1) with respect to the operation, maintenance or use of a covered "auto"; and
(2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
(a) You executed the "insured contract" or written agreement; or
(b) The permit has been issued to you.

3. **FELLOW EMPLOYEE COVERAGE**
EXCLUSION B.5. - FELLOW EMPLOYEE – of SECTION II – LIABILITY COVERAGE does not apply.

4. **PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**
Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day for temporary transportation expense, subject to a maximum limit of $1,000.

5. **AUTO LOAN/LEASE GAP COVERAGE**
Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
c. **Unpaid Loan or Lease Amounts**
In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:
1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
a. Overdue loan/lease payments at the time of the "loss";
b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
c. Security deposits not returned by the lessor:
d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:
1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto.

6. **RENTAL AGENCY EXPENSE**
Paragraph A. 4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
d. **Rental Expense**
We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:
MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:
1. $2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. $2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. $2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. $7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. **EXTRA EXPENSE – BROADENED COVERAGE**
Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
e. **Recovery Expense**
We will pay for the expense of returning a stolen covered "auto" to you.

8. **AIRBAG COVERAGE**
Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE**
Paragraph C.1.b. – LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:
b. $2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
(3) An integral part of such equipment.

10. **GLASS REPAIR – WAIVER OF DEDUCTIBLE**

"Includes copyrighted material of Insurance Services Office, Inc. with its permission"

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:
No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES
Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
   (1) You or your authorized representative, if you are an individual;
   (2) A partner, or any authorized representative, if you are a partnership;
   (3) A member, if you are a limited liability company; or
   (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

   Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge.
   Notice to us should include:
   (1) How, when and where the "accident" or "loss" occurred;
   (2) The "insured's" name and address; and
   (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION
Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

   To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS
Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:
If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES
Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY
Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:
   (5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE
Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:
"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

"Includes copyrighted material of Insurance Services Office, Inc. with its permission"

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. (☐) Specific Waiver
   Name of person or organization

   (☒) Blanket Waiver
   ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

2. Operations:
   ALL TEXAS OPERATIONS

3. Premium:
   The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07-01-22 Policy No. 71764145 Endorsement No.

Insured SAFEWARE, INC. Premium $ Incl.

Insurance Company Federal Insurance Company

Countersigned By _____

© Copyright 2014 National Council on Compensation Insurance, Inc. All Rights Reserved.

Insured Copy

EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement applies only to work in the states shown in the Schedule.

A. Part One (Workers Compensation Insurance) does not apply to work in a state shown in the Schedule.

B. Part Two (Employers Liability Insurance) applies to work in states shown in the Schedule as though they were shown in Item 3.A. of the Information Page.

C. Part Two (Employers Liability Insurance), C. Exclusions is changed by adding these exclusions.

This insurance does not cover

13. bodily injury to an employee when you are deprived of common law defenses or are subject to penalty because of your failure to secure your obligations under the workers compensation law of any state shown in the Schedule or otherwise fail to comply with that law.

Schedule

States

WA

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07-01-2022 Policy No. (23) 7176-41-45 Endorsement No.

Insured SAFEWARE, INC. Premium $ Incl.

Insurance Company Federal Insurance Company

Countersigned By _____

© 2004 National Council on Compensation Insurance, Inc.

VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement adds Voluntary Compensation Insurance to the policy.

A. **How This Insurance Applies**

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an employee included in the group of employees described in the Schedule.
2. The bodily injury must arise out of and in the course of employment necessary or incidental to work in a state listed in the Schedule.
3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. **We Will Pay**

We will pay an amount equal to the benefits that would be required of you if you and your employees described in the Schedule were subject to the workers compensation law shown in the Schedule. We will pay those amounts to the persons who would be entitled to them under the law.

C. **Exclusions**

This insurance does not cover:

1. any obligation imposed by a workers compensation or occupational disease law, or any similar law.
2. bodily injury intentionally caused or aggravated by you.

D. **Before We Pay**

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. **Recovery From Others**

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. **Employers Liability Insurance**

Part Two (Employers Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment shown in the Schedule were shown in Item 3.A. of the Information Page.

© 1991 National Council on Compensation Insurance.

Schedule

Employees	State of Employment	Designated Workers Compensation Law
ALL EMPLOYEES NOT SUBJECT TO THE WORKERS COMPENSATION LAW.	ANY STATE SHOWN IN ITEM 3.A. OF THE INFORMATION PAGE EXCEPT CA, NJ AND WI.	THE STATE WHERE THE INJURY TAKES PLACE.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07-01-22 Policy No. 71764145 Endorsement No.

Insured SAFEWARE, INC. Premium $ Incl.

Insurance Company Federal Insurance Company

Countersigned By _____

© 1991 National Council on Compensation Insurance.

Insured Copy

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

For policies or exposure in Missouri:

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07-01-22 Policy No. 71764145 Endorsement No.

Insured SAFEWARE, INC. Premium $ Incl.

Insurance Company Federal Insurance Company

Countersigned By _____

© 1983 National Council on Compensation Insurance.

COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #080922
Entitled

Public Safety and Emergency Management
Equipment, Tool, and Supply Catalog Solutions

The following advertisement was placed June 21, 2022 in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, June 22, 2022 in Oregon's *Daily Journal of Commerce*, and on June 22 and June 29, 2022 in *The Oklahoman*:

> *Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions 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 August 9, 2022, 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:

588088 Saskatchewan, Ltd.	Medical Solutions, Inc.
9397-9813 Quebec, Inc.	MSC INDUSTRIAL SUPPLY
ACCU-STEEL, INC.	Nexpro Trucks & Equipment Corp.
Adashi Systems, LLC	Nomad Global Communication Solutions, Inc.
ADT Commercial, LLC	North America Fire Equipment Co., Inc.
AKS Industries, Inc.	O'Reilly Auto Enterprises, LLC
ALPHAPROMED, LLC	Onyx Protective Group, Inc.
APi National Service Group	Pacific Safety Products
Applied Concepts, Inc.	Panasonic Corporation of North America
Armament Systems and Procedures, Inc.	Performance Safety Group I, LP
Atlantic Diving Supply, Inc. dba ADS, Inc.	Prairie Mobile Communications
Avaya, Inc.	Progress Solar Solutions

Axon Enterprise, Inc.	ProLogic ITS, LLC
Badlands Security Group	ProPac, Inc.
BARR Plastics, Inc.	PWXPress
Benchmark Solutions, LLC	Radarsign
Brogan Safety Supplies (Guillevin International; Guillevin Fire & Safety; Brogan Fire & Safety)	Ready2Go Restroom Trailers Sales, LLC
Calian, Ltd.	Real Time Networks, Inc.
Canadian Innovative Protective Solutions, Inc.	Regina Construction Association
Carolina Covertech, Inc. DBA School Safety Solution	RESCUE Intellitech, Inc.
Carrier Truck Centers	Resilient Support Services, Inc.
CCI Worldwide	Rossman Enterprises, Inc. DBA MagneGrip
Command Sourcing, Inc.	Safedesign Apparel, Ltd.
Commercial Surety Consulting Corp.	Safeware, Inc.
Cooperative Services, LLC	Sea Hawk
D & R Electronics, Ltd.	Select Engineering Services, LLC
DANA SAFETY SUPPLY, Inc.	Sid Tool Co., Inc. dba MSC Industrial Supply Co.
Dana Safety Supply, Inc.	Skeeter Brush Trucks, LLC
Digital Ally, Inc.	Sled Consulting, LLC
Drellishak & Drellishak	Sloan Security Group, Inc.
DUMMIES UNLIMITED, INC.	Snap-on Industrial, A Division of IDSC Holdings, LLC
Electrotechnics DBA ELTEC	Solera Holdings, Inc. (Omnitracs, LLC; SmartDrive Systems, Inc.; Spireon Inc.)
eRepublic, Inc.	Sonetics
Evolis, Inc.	Supermax Health Care Canada
FIRE SAFETY INTERNATIONAL, INC.	Synergy Telcom, Inc.
Galls, LLC	Tava Products, LLC
Geo-Comm, Inc.	TecNiq, Inc.
Global Equipment Company, Inc.	Teltex, Inc.
Global Trading, Inc.	Terex USA, LLC
Guillevin International Co. (Guillevin Fire & Safety; Brogan Fire & Safety)	Tessco, Incorporated
Hilti, Inc.	The PlanIT Room
ICI Electrical Engineering, Ltd.	Transfr, Inc.
Impact Power Technologies, LLC	Ty Parker & Son, Inc.
IVS, Inc. dba AngelTrax	Unifire, Inc.
Koola Logistics, LLC	Unipak Corp.
Kustom Signals, Inc.	US Fire Equipment, LLC
KwikTemp Medical	Uweport, LLC
Kyrish Government Group	V-AM.CO, LLC
L.N. Curtis & Sons	Valley Associates-Global Security Corporation
Lakeland Industries, Inc.	W.W. Grainger
Lakeshore Learning Materials	Warshauer Electric Supply
Liberty Supply, LLC	WECSYS, LLC
Makita USA	Wylie & Son, Inc.

Martin & Levesque, Inc.	

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 August 9, 2022, at 4:31:30 pm CT. Proposals were received from the following:

ALPHAPROMED, LLC
APi National Service Group
Atlantic Diving Supply, Inc. dba ADS, Inc.
Brogan Safety Supplies (Guillevin International, Guillevin Fire & Safety, Brogan Fire & Safety)
Carolina Covertech, Inc. DBA School Safety Solution
Galls, LLC
Global Trading, Inc.
Guillevin International Co. (Guillevin Fire & Safety; Brogan Fire & Safety)
Impact Power Technologies, LLC
Medical Solutions, Inc.
Nexpro Trucks & Equipment Corp.
O'Reilly Auto Enterprises, LLC
Panasonic Corporation of North America
Progress Solar Solutions
Radarsign
Real Time Networks, Inc.
Rossman Enterprises, Inc. DBA MagneGrip
Safeware, Inc.
Select Engineering Services, LLC
Sid Tool Co., Inc. dba MSC Industrial Supply Co.
Sloan Security Group, Inc.
Snap-on Industrial, A Division of IDSC Holdings, LLC
Solera Holdings, Inc. (Omnitracs, LLC; SmartDrive Systems, Inc.; Spireon Inc.)
Unifire, Inc.
W.W. Grainger

Proposals were reviewed by the Proposal Evaluation Committee:

Greg Grunig, MS, Procurement Lead Analyst
Michael Muñoz, CPPB, Procurement Analyst
Brandon Town, Procurement Analyst
Carol Jackson, Procurement Analyst

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

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that the products and services offered in the proposal responses from Panasonic Corporation, Radarsign, Progress Solar, Rossman Enterprises, Unifire Inc, Select Engineering, Nexpro Trucks, ImpactPower Tech, Sloan Security Group, API National, RealTime Network, Solera Holdings, fall outside of the Requested Equipment, Products, or Services of the RFP. All other proposals were found to meet the scope and mandatory submittal requirements and were evaluated.

ıcuSign Envelope ID: C3D51F84-067D-4C32-8A49-1046F9E42F10

W.W. Grainger offers a broad line of public service equipment. Their sales staff and retail locations can serve Sourcewell participating entities throughout the United States and Canada. Their online site offers participating entities access to their catalog and orders can be directly shipped or picked up at a local store. They are offering substantial discounts off list price.

Safeware, Inc. has a strong mix of Public safety products available on this contract. Safeware is a certified small business as well as partnering with multiple other small businesses. Safeware's sales and service teams are ready to serve Sourcewell participating entities in the United States and Canada through their partnership to serve Canada. They are offering Sourcewell participating entities solid pricing rates.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #080922 to:

W.W. Grainger	#080922-WWG
Safeware, Inc.	#080922-SAF

The preceding recommendations were approved on October 3, 2022.

DocuSigned by:
Greg Grunig
7DDDCEFD883D45D...

Greg Grunig, MS, Procurement Lead Analyst

DocuSigned by:
080204E40D3E445...

Michael Muñoz, CPPB, Procurement Analyst

DocuSigned by:
78CA83CD6377421...

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

DocuSigned by:
Carol Jackson
6EE63AEDED5F48E...

Carol Jackson, Procurement Analyst

DocuSign Envelope ID: C3D51F84-067D-4C32-8A49-1046F9E42F10

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 #080922** for **Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions**.

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

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.

2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489

Jeremy Schwartz, CSSBB, CPPO
Chief Procurement Officer

DocuSign Envelope ID: AFF75A06-ADC0-4CAA-B2DE-7A8699AEF235

Proposal Evaluation
Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions RFP #080922

Sourcewell

	Possible Points	AlphaPro Med, LLC	Atlantic Diving Supply	Carolina Covertech, Inc.	Galls, LLC	Global Trading, Inc.	Medical Solutions, Inc.
Conformance to RFP Requirements	50	33	39	34	37	38	39
Pricing	400	281	326	250	314	309	281
Financial Viability and Marketplace Success	75	46	62	51	55	53	57
Ability to Sell and Deliver Service	100	62	73	66	84	49	76
Marketing Plan	50	31	39	32	41	34	36
Value Added Attributes	75	46	65	40	58	57	60
Warranty	50	27	43	37	38	38	38
Depth and Breadth of Offered Equipment, Products, or Services	200	131	160	124	159	138	140
Total Points	1,000	657	807	634	786	716	727
Rank Order		10	3	11	6	9	8

	Possible Points	O'Reilly Auto Enterprises, Inc.	Safeware, Inc.	Sid Tool Co. dba MSC Industrial Supply Co.	Snap-on Industrial	W.W. Grainger
Conformance to RFP Requirements	50	40	43	41	40	43
Pricing	400	300	331	320	318	335
Financial Viability and Marketplace Success	75	62	65	65	64	69
Ability to Sell and Deliver Service	100	82	84	88	84	91
Marketing Plan	50	38	44	42	39	45
Value Added Attributes	75	60	65	67	63	71
Warranty	50	42	42	39	41	45
Depth and Breadth of Offered Equipment, Products, or Services	200	134	181	146	152	170
Total Points	1,000	758	855	806	801	869
Rank Order		7	2	4	5	1

**** The following listed proposals were determined by Sourcewell to be non-responsive and were not evaluated:
Panasonic Corporation, Radarsign, Progress Solar, Rotaman Enterprises, Unifire Inc., Select Engineering, Neapro Trucks, ImpactPower Tech, Sloan Security Group, API National, RealTime Network, Solera Holdings****

DocuSigned by:
Greg Grunig
7D0DCEFD8B3D450...
Greg Grunig, MS, Procurement Lead Analyst

DocuSigned by:
Brandon Town
7BCA83CDE377421...
Brandon Town, CPSM, CPSD, Procurement Analyst

DocuSigned by:
0B0204640D3E446...
Michael Muñoz, CPPB, Procurement Analyst

DocuSigned by:
Carol Jackson
6E563AEDED8F40E...
Carol Jackson, Procurement Analyst

Pricing

Sourcewell

Safeware #080922-SAF

Pricing for contract #080922-SAF for Sourcewell participating agencies is as listed below.

Safeware Catalog – 41% off list price
Services and Training – 10% off list price

Contract

080922-SAF

Sourcewell

Solicitation Number: RFP #080922

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Safeware, Inc., 4403 Forbes Blvd., Lanham, MD 20706 (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 Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions from which Supplier was awarded a contract.

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

1. TERM OF CONTRACT

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

B. EXPIRATION DATE AND EXTENSION. This Contract expires October 7, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 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 Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;

- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in

advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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

Minimum Limits:
$2,000,000

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

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

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

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

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

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

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

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

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

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

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

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D08489

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 10/11/2022 | 11:24 AM CDT

Safeware, Inc.

By: DocuSigned by: Mary Pelfrey 68D86B93C9504E6

Mary Pelfrey

Title: Vice President, Government Contracts and HR

Date: 10/11/2022 | 11:49 AM CDT

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC

Chad Coauette

Title: Executive Director/CEO

Date: 10/14/2022 | 10:44 AM CDT

RFP 080922 - Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions

Vendor Details

Company Name:	Safeware, Inc.
Address:	4403 Forbes Blvd Lanham, Maryland 20706
Contact:	Mary Pelfrey
Email:	mpelfrey@safewareinc.com
Phone:	301-683-1212 1815
HST#:	52-1152883

Submission Details

Created On:	Wednesday June 22, 2022 08:53:30
Submitted On:	Tuesday August 09, 2022 08:34:09
Submitted By:	Mary Pelfrey
Email:	mpelfrey@safewareinc.com
Transaction #:	9736f2aa-38df-4b8b-9504-49ef7367f7e9
Submitter's IP Address:	70.237.73.210

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")	Safeware, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not Applicable
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Not Applicable
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 1DCA7, UEI: JRVNJLXMZN64
5	Proposer Physical Address:	4403 Forbes Blvd. Lanham, MD 20706
6	Proposer website address (or addresses):	www.safewareinc.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):	Jessica Faulkner Assistant Secretary Senior Manager, Contract Administration & Quality 4403 Forbes Blvd. Lanham, MD 20706 jfaulkner@safewareinc.com 800-331-6707 x1079 (office)
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mary Pelfrey Executive Director 4403 Forbes Blvd. Lanham, MD 20706 mpelfrey@safewareinc.com 704-564-0320 (cell) 301-683-1212 x1815 (office)
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Karla Hyatt Director of Government Contracts 1800 Byberry Road Ste 801 Huntingdon Valley, PA 19006 kahyatt@safewareinc.com 800-331-6707 x1090 (office) Rick Bond Vice President of Sales 4403 Forbes Blvd. Lanham, MD 20706 rbond@safewareinc.com 301-542-3258 (cell)

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.	Safeware, founded in 1979, has spent over forty years protecting workers in their place of business. Beginning as an industrial safety company, we shifted our focus in the nineties to governmental agencies and are proud to have been among the earliest companies to support our nation's infrastructure in the fledgling homeland security market. We helped responders at both Ground Zero in New York and at the Pentagon during the aftermath of the 9/11 emergencies. In 1981, we established our Technical Services division to provide quality service for those more technical products that require regular care and maintenance. Today we are trusted by key government agencies and Fortune 500 companies to keep their critical equipment operating, and their personnel protected. In 1999, responding to customers and suppliers' requests, we created the Fire & Rescue Division. Today, Safeware focuses on supplying products and services to fire & rescue, federal and local government, law enforcement, military, and all forms of first responders. We are a trusted partner to those for whom failure is not an option. Safety and service are what we do but, Response is who we are. Safeware has a well-established reputation as the "go-to" Company when customers need us most. We responded to the events of 9/11 with personnel and material arriving on the scene in New York City and at the Pentagon within hours. We are proud of our ability to play such a significant role in supporting our country's first responders. Safeware has also provided material and support for many other crises, including multiple anthrax incidents, oil spills, bombings, natural disasters, and the recent COVID-19 pandemic. No matter the size of an emergency, we work hard to help our customers in their times of need. Government customers make up 90% of our sales, and these are primarily in State and Local markets. Today, we are a nationally recognized industry leader in distributing and servicing Public Safety and Emergency Management Equipment and Solutions.
11	What are your company's expectations in the event of an award?	Safeware expects a single award for the catalog of products listed in this Request for Proposal in the US. We are open to the idea that, should a large industrial supply distributor respond, then that award would not otherwise interfere with our position as a sole awardee on the contract as "big box" distributors have different "go to market" strategies than national public safety distributors. Additionally, we recognize our shortcomings in Canada and hope and anticipate that Sourcewell will support Safeware with training for our team of Sales and Customer Service personnel (over 50 strong nationwide and growing). We suggest this training will take place in the form of a series of webinars. To advertise and promote the contract, we anticipate that Sourcewell will work with Safeware's marketing team to position the contract nationally and to make the Sourcewell logo prominent in our marketing efforts. We also anticipate Sourcewell to identify leads and opportunities for public agencies to utilize the contract and assist the Safeware team with legal objections or questions around accessing the contract. We request that Sourcewell continue promoting the Sourcewell family of contracts, shows and other joint marketing events. Safeware looks forward to a kick-off discussion involving Key Personnel and Executive Management in preparation for the contract launch.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see the attached Financial Statement demonstrating Safeware's financial stability and excellent cash flow.

13	What is your US market share for the solutions that you are proposing?	We do not have strong and relevant market data to support a claim in terms of market share in the US. We can, however, state that we consistently are one of the top suppliers for the following manufacturers, often number one in the US: • CMC Rescue – Rescue Gear, primarily for firefighters including rescue PPE • Mustang Survival – PPE for Rescue/Water Rescue & Firefighter PPE • Kask – PPE helmets for Rescue Personnel • Cairns – Firefighting Helmets • United Shield – Ballistic Helmets & Body Armor • Kappler – PPE for Firefighters • Dupont Personal Protective – PPE • Blauer Homeland Security – Chembio PPE While we have no third-party data, we believe Safeware is the largest national supplier of equipment for HAZMAT teams, bomb squads and technical reserve teams for State and Local governments across the country. All these teams are critical components to emergency response. Additionally, during the Pandemic in 2020 and 2021, Safeware was the single largest distributor of N95 respirators in 3M's Occupational Safety and Health Division which demonstrates our buying power and national presence in a time of emergency.
14	What is your Canadian market share for the solutions that you are proposing?	Safeware does not have a Canadian market share, but has partnered with Levitt-Safety Limited, Canada's premier safety distributor in a mutually beneficial relationship that will grant customers access to quality safety products from Canada's leading and most reputable safety distributor. Boasting annual sales of over $100 million and $15 million in inventory, Levitt-Safety has served Canadian public agencies for well over 80 years and will continue to do so through this contract.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a. Safeware is a distributor. Our contracts team maintains signed agreements with each manufacturer, including every manufacturer listed in this response. Given the broad nature of our response, we are happy to provide a letter from any manufacturer proposed in this RFP stating that we are a distributor of their products should it be requested.
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.	Safeware is registered in Minnesota under the name "Safeware Safety Supplies Inc." Our Department of Revenue account number is #6301318 which is used to file and pay MN sales tax. To our knowledge, we are not required to hold any other licenses in MN.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Safeware has not been suspended or debarred anytime in the last ten years.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Here are a few recent examples of Safeware recognition by our customers and partners: • 2020 Supplier of the Year by TEMA (Tennessee Emergency Management Agency). • 2021 Outstanding Response in a Time of Emergency by the State of Florida Department of Emergency Management for o Wastewater spill at Piney Point o Surfside Condo collapse • 2020 recognized as a top national producer for another cooperative contract • 2021 recognized as a top producer in Northeast region for another cooperative for all sales in region • Recognized by numerous manufacturers for outstanding sales performance • Recognized by our partners for being awarded State contracts. Often, this is a result of "bridging" an existing cooperative contract. Examples include Michigan, Massachusetts, Tennessee, and Utah.
20	What percentage of your sales are to the governmental sector in the past three years	Safeware has consistently tracked 90% of our overall sales to the governmental sector.
21	What percentage of your sales are to the education sector in the past three years	Approximately 10% of our governmental sales have been in the Higher Ed and K-12 sectors. This is largely reflective of the bundle of products we offer and the vertical market focus on fire and police in our company. We do believe the education sector is a growing category though for Safeware. This is mainly due to the pandemic, recent events, and the growing emphasis of safety measures in this sector.
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?	OMNIA 2021 $ 95,523,185 2020 $151,024,876 2019 $ 53,140,772 HIRE 2021 $210,392 2020 $629,953 2019 $609,007 SourceWell 2021 $682,858 2020 $432,967 2019 n/a
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Multiple Award Schedule Contract #GS-07F-5668P 2021 $921,017 2020 $737,245 2019 $433,246

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 *
New York State DHSES	Jes (Walker) Bearden	518-402-4789
City of Minneapolis Minneapolis Fire Department	Jim Thomas	612-673-5563
Nashville International Airport	Sgt. Marc Christian	615-275-2322
Georgia Department of Transportation	Tim Swink	404-631-1367

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 *
Commonwealth of Massachusetts	Government	Massachusetts - MA	Homeland Security, PPE, Public Safety, Public Works / Traffic Supplies, Safety Apparel and other products required in emergencies; for example, COVID-19, etc.	Avg.: $27,738	$44,888,273
State of Tennessee	Government	Tennessee - TN	Public Safety, PPE, HAZMAT, Drug Detection, etc.	Avg.: $90,884	$29,891,247
Miami-Dade County	Government	Florida - FL	PPE, Respirators, Traffic Safety, Fire & Rescue, LE, etc.	Avg.: 3,944	$11,783,621
City of Dallas	Government	Texas - TX	Public Safety, PPE, HAZMAT, Drug Detection, etc.	Avg.: $11,895	$9,790,955
State of Michigan	Government	Michigan - MI	PPE, Homeland Security, LE, Protection, Water Filtration, etc.	Avg.: $9,667	$9,761,142

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
26	Sales force.	The Safeware team works together. It takes the involvement of many people's expertise across multiple disciplines to meet the participating entities' needs. Our teams work together, from sales to customer service, technical service support, purchasing, marketing, and contracts to support the Sourcewell contract. Safeware employs a national team of 25 sales professionals and represents significant geographical growth over the last 5 years through our expansion to the West Coast as well as corresponding operational resources to support this growth. (See attached Safeware Roster and Safeware Territory Map.) Our sales representatives are skilled and have knowledge in all the products and services we provide to support the award resulting from this RFP. The sales representatives are typically the front line to participating entities, understanding their problems, and finding solutions. They have the ultimate responsibility to the customer for public agency satisfaction. Our customer service representatives (CSR) are inside sales representatives responsible for customer calls and emails and for addressing orders and order entry. The CSR assist customers with pricing, inventory, and status updates on products. Safeware's experienced Customer Service staff features account specific service and not a "call center" approach. Our team of 28 CSR's is located in regions across the country to provide service in every time zone, and our customer service representatives have great familiarity with their assigned customers. Customers' requests result in pricing specific to the required or requested contract, and the contract details can be found on the pricing documents. Our customer service representatives are very experienced in working with customer deadlines resulting from the end of the fiscal year, end of the grant cycles requirements, and other customer-specific requirements. They understand the urgency of emergency requests. Each year, we receive numerous compliments about our customer service team. Our Technical Services team provides maintenance, repair, rental, and leasing solutions to public entities. Our trained and certified technicians provide on-site and in-house services to minimize your downtime and keep customers in compliance. Purchasing ensures we are keeping the appropriate products in inventory for your

needs. This can be in general for public entities or public entity specific. Purchasing also works with sales to ensure one-time purchases at the best possible price to the customer. They also make sure price lists are accurate and auditable.

Marketing supports sales to provide collateral material, an online website, eCommerce, punchout, and many other services to streamline a Sourcewell Member's purchase.

Contracts works with sales to offer a national cooperative agreement to help public entities save time and money to simplify the sales process.

Product Knowledge.

All Safeware sales representatives are trained to provide product support in the key aspects of public safety. Not only does Safeware provide products, but our field representatives provide added value support to our customers. Examples of such added value services that have been provided to State and Local customers in the past include:

- Fentanyl Seminars
- Respiratory Fit Testing and Fit Testing Training
- Confined Space Training
- Product Fitting (Helmets, PPE)
- Site Safety Surveys

Safeware sales representatives receive a minimum of one hour each week of new product training, and an additional 5 days of offsite training annually. The focus of these training sessions is to support the sales of products and services in the following categories:

- Police
- SWAT
- Patrol
- Bomb
- Traffic
- Drug Enforcement
- Crime Scene
- Dive/Recovery
- Search and Rescue
- Canine
- Fire
- Structural Firefighting
- Hazmat Response
- Technical Rescue
- USAR
- Water Rescue
- Apparatus Small Parts
- General Safety
- Emergency Management

Most importantly, all Safeware sales representatives are trained on government purchasing and the benefits of cooperative purchasing. Each sales representative regularly works in support of promoting our cooperative contracts and attends government purchasing events obtaining best practice information to help them consult with government customers regarding the use of cooperative contracts. All Safeware sales representative will have access to the Sourcewell contract program resources and will review all important information so that they can be a resource to government purchasing professionals.

Many companies will show coverage maps with team members who are not engaged in government sales opportunities. Safeware is in the business of offering contract solutions to America's heroes, and each field representative is engaged in support of our mission.

Safeware sales representatives focus on high volume customer contact opportunities in the field. While the pandemic curtailed most trade shows in 2020 and 2021, we continued to support the events that operated virtually and shifted to participating again in person this year as the health crisis moved from pandemic to endemic. Our outside sales representatives will participate in 77 trade shows this year. These trade shows represent contact with tens of thousands of current and potential customers in State and Local government. A glance at our trade show schedule will demonstrate the commitment that every representative in each territory has in both government procurement conferences and end user conferences. Please see attached list of Safeware's trade shows. Most of our sales activities are contract sales and these end user events reflect the same. These trade shows demonstrate the unique versatility and geographical scope of Safeware's sales team. Each of

		these shows is a showcase of the benefits of cooperative purchasing, along with strong subject matter expertise in the core vertical user markets. Regarding our Canadian strategy, we have no current assets in Canada. We have aligned with the premier Canadian distributor of Personal Protective Equipment, Levitt-Safety. Levitt will partner with Safeware under the brand of Safeware Levitt, which is only for our Canadian operations. Levitt will report Canadian sales to Safeware, and Safeware will manage the Sourcewell relationship and all reporting and payment functions. Safeware will provide training for Levitt's sales team, and we will work with Levitt to ensure that contracted items on the Sourcewell agreement are available.
27	Dealer network or other distribution methods.	Safeware has a long history of added value distribution to realize our customers' goals regarding MWSBE participation. We have current small business partners who are certified Minority Owned, Woman Owned, and Veteran Owned businesses with whom we work regularly to meet customers' MWSBE participation goals. The challenge for MWSBE participation in a national contract is that every municipality has its distinct certification process, and there is a consistent bias towards small local businesses. For example, a certified vendor in Cleveland most likely is not a certified vendor in Los Angeles. Our strategy is to establish regional distribution under the contract. Regional dealers can sell Safeware contract items at the contracted price as authorized and listed dealers on the contract. This would enable large urban customers to meet their participation requirements and still utilize the contract, which has so many benefits in terms of cost and time savings. We believe that the margin we sacrifice is offset by the opportunity in these large target areas. Certified dealers are organically added to the contract as subcontractors. For example, the Commonwealth of Massachusetts has stated goals for diversity spend and we partnered with The Janz Corporation, a service-disabled veteran-owned small business (SDVOSB). In 2020, we had sales over $7 million with Janz for the Commonwealth. Here are some examples of Safeware relationships with certified businesses: • 570 Global, Corp. – SDVOB • Ace Tool Repair, Inc. – Woman Owned • B3 Enterprises – 8a/SDB, 8a/SBS • First Choice Supply – Minority Owned • Ideal Electric – Woman Owned, Minority, Small Business • Snappy Solutions – Woman Owned • The Janz Corporation - SDVOSB The utilization of a diverse supply chain replaces an available discount or other discount offered to an end-user customer in consideration of a business opportunity. Rather than asking for a best and final price offer, the customer instead seeks to satisfy participation while utilizing the cooperative contract. Safeware will take responsibility for compliance and reporting of all contract sales. Moreover, Safeware will be responsible for the prompt payment of any administrative fees associated with the sales. Leasing: In the event a customer leases product, then the leasing company becomes the dealer of the product. Safeware will take responsibility for compliance and reporting of all contract sales and will be responsible for the prompt payment of any administrative fees associated with the sales. Canadian Partner: Safeware is proud to partner with Levitt-Safety to comply with the Canadian Sourcewell customers. Established in 1935, Levitt-Safety Limited is the Canadian Leader in health and life safety products, training, consulting, and technical services. With strategically located branches across Canada, Levitt-Safety is ideally equipped to serve companies of any size or industry who recognize the tremendous value of building a safety-centric culture in their organization. With annual sales of over $100 million and $15 million in inventory, Levitt-Safety Limited provides quality Safety products and services aligned to support customer requirements. They have the capability of servicing all of their customer's sites, as well as providing consistent service and high levels of product availability. Levitt-Safety Limited can match your location footprint, make rapid product deliveries and provide customers service to remote locations throughout Canada with an extensive network that includes:

		• 18 branch locations throughout Canada • 2 major distribution centers across Canada (Oakville, Ontario and Edmonton, Alberta) • 1/4 million square feet of warehousing combined In addition to providing customers with extensive safety product coverage, Levitt is proud to offer superior services and business support through customer focused delivery channels, which are reinforced by superior services, processes, and technologies. Levitt-Safety Limited also guarantees to provide customers with after-sales technical support and repair services with the most knowledgeable product and industry specialists in the business and leading-edge technology support for e-Procurement and automated payment solutions.
28	Service force.	Safeware operates a corporate office in Lanham, Maryland with additional branches in Columbia, Maryland; Philadelphia, Pennsylvania; Richmond, Virginia; Gainesville, Georgia; Miami, Florida; and Denver, Colorado. We employ 28 customer service personnel across these branches and the US to support our ever-growing government sales operations. Our IT and Marketing departments boast 10 personnel, and our Purchasing Department, housed in the Richmond branch, has 5 staff members in charge of purchasing as well as contract and data management. Our branches in Columbia, Richmond, and Denver all host warehouse space from which we ship product, and all branch locations have service technicians assigned to them. Safeware provides many value-added services both in house and with our mobile service vans. Our Technical Service Department employs 17 dedicated personnel who are trained in many areas including, but not limited to, SCBA maintenance and repair, SCBA flow testing, cylinder hydrostatic testing, fit testing, CBRNE instrument calibrations and repair, Level-A suit testing, fire hose testing, PPE cleaning, air compressor repair and maintenance, and breathing air testing. Our Canadian Partner, Levitt-Safety, is proud to offer the largest service offering in Canada provided by highly trained and knowledgeable technicians who come right to your door to ensure that necessary equipment is always in top condition. Their techs are cross trained to inspect, maintain and repair a multitude of product lines, from fire extinguishers and respirators to instruments and fall protection, providing the convenience of relying on just one service provider. All of Levitt's technicians have been thoroughly trained to ensure your equipment is achieving peak performance while meeting all local and national codes and standards. Their techs carry out their services in conformance with standards set out by Underwriter's Laboratory of Canada (ULC), the National Fire Prevention Association (NFPA), manufacturer training, and provincial fire codes. What sets Levitt apart from their Canadian competition is the level of expertise and guidance their Safety Specialists bring to customers in order to help them solve their fire, safety, and environmental challenges. After all – safety is all they do. For more than 80 years, the safety of your organization has been Levitt-Safety's number one concern. Their mission is to make Canada a safer place to live and work. They have always maintained a simple, yet unique approach to the marketplace: bringing customers the best products and services in the industry backed by decades of knowledge and expertise.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Order processing procedures begin most often with a request for a quote submitted either as a request on our website, emailed directly to a customer service representative, or via phone call. Existing customers will typically reach out directly to the customer service representative assigned to their account or their sales rep for larger, more complicated requests. Quotes are entered into our system by a CSR and are typically returned to the customer within 24 hours of the initial request. The customer reviews the quote, communicates any necessary alterations and ensures their requirements are satisfied, replies with a Purchase Order, credit card number, or other authorization to order. The quote is then seamlessly converted to an order within our processing system, Prophet 21. Our staff verifies the details and then executes the order, which either automatically allocates items in our warehouse stock or prompts a subsequent order directly to the manufacturer confirming the necessary ship dates and other requirements. Once the order has been placed, an order acknowledgment is sent to the point of contact that placed the order. During the order entry process, a code will be assigned to the order indicating it as a Sourcewell contract sale. Safeware staff will continually monitor status from the manufacturer to ensure the items meet or exceed delivery requirements. All order activity is monitored and controlled by our computer enterprise system. Any delays will be immediately brought to the attention of the customer. When the product is ready to be shipped, the system prints a pick ticket for the warehouse to pull and package the product. When the product is packaged, tracking information is added, and a packing slip is generated and affixed to the outside of the box. Once the shipment is confirmed, the system generates an invoice. If the product is shipping directly from one of our manufacturers, the same quote, acknowledgment, and order conversion is followed, except the system generates a PO for the product to ship to the customer with the customer ship-to address and PO number. The PO is sent directly to the manufacturer. Once Safeware's Accounts Payable department receives the direct shipment invoice, the product quantity, price, PO and ship to are confirmed. The tracking, if provided by the manufacturer, is added to the order and an invoice is generated. Once generated, invoices are sent to the customer per the PO instructions, Email, Mail, Fax, EDI, or web-based invoicing. Safeware accepts orders via multiple formats such as email, telephone, e-commerce, fax, and mail service. Customer orders can be placed directly on both company websites, and transactions using EDI (850, 855, 856, 865, 810, 997 via ANSI X12) are also a capability. Customers may purchase online directly from our website using a PO or P-card/credit card. We offer punchout where the customer utilizes their eProcurement system to Safeware's punchout site. This is the most common type of punchout. We also provide punchout where the customer can search for and view products directly in their procurement platform without initiating a punchout session. We are currently integrated with Ariba, Equallevel, CommBuys, Jaggaer (formerly SciQuest), and Oracle Business Network. In addition to website and punchout, we offer these additional ecommerce capabilities: • EDI capabilities to our ERP system for receiving PO's and sending order confirmations, ship notifications, and invoices • Custom API's can also be made to our ERP system for this functionality • Ability to transcribe incoming PO's sent via email into EDI • Ability to send order confirmations, ship notifications, and invoices via email
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.	Safeware will ensure that delivery schedules for routine, urgent, and emergency requirements are met. We categorize orders at time of order entry and have established a standard operating procedure that verifies a customer's required timeframe on every order. Safeware has developed world-class expertise in on-time order processing and fulfillment by supplying both Commercial and Government in daily operations and in times of emergency for over 40 years. Safeware is trusted to have reliable systems in place for important customers that depend on our ability to meet supply chain needs. Our state-of-the-art ERP system, EPICOR Prophet 21, is designed for a distributor to efficiently stay on top of every order, fulfilling the requirements based on data captured at order entry, with checks and balances and exception reporting to ensure that no orders fall unattended. Entering a required date is a mandatory step in processing every order. Our inside sales representatives will code orders in the ERP system as urgent or emergency if

special handling or expedited action is necessary. They can also trigger an electronic note that follows the order through the system and will print on order paperwork detailing the urgent or emergency nature of the order. These notes also notify the appropriate warehouse manager and customer contact manager. This process assures us that urgent and emergency orders have visibility within the system and are verified daily as to the ability to be delivered on time.

We cannot eliminate the human element completely, but our historic status as an emergency equipment vendor has enabled us to have very strong checks and balances. Combined with a culture of paying attention to required dates and close monitoring, we ensure that every pick ticket gets shipped every day. We are not error free, but we enjoy 99% shipping accuracy, which puts us very high in the distribution world, and when we do make mistakes, we take steps to make heroic recoveries that compensate the customer and take corrective action to eliminate errors.

Safeware strives to deliver all routine requirement orders for material to the authorized customer's receiving location within the delivery timeframe as specified in the order, (indicated to usually be within 30 days of order placement). Safeware's ERP system uses sophisticated replenishment algorithms to ensure that stock levels are maintained to support historical demand for an item. Safeware consistently maintains approximately $8 million in inventory in order to provide quick delivery on our customers' most requested items. For off-the-shelf items, depending on size and destination, Safeware utilizes common carriers, LTL (less than truckload), and commercial package delivery services like UPS Ground and Federal Express Ground daily. Utilizing major carriers, standard delivery times for stock items are generally 1-5 days from order to receipt.

As soon as an order is entered into the Safeware system, a pick ticket is created instructing the warehouse to pick all items currently in stock. For any items not in stock, the customer service representative reviewing the order for acceptance (as these purchase orders will be placed via EDI), has the option to place a purchase order directly with the manufacturer for drop-ship to the customer's location or expedited delivery to our warehouse, which triggers the drop ship follow-through process whereby the manufacturer is contacted by our expediting team to ensure prompt shipping.

Carrier selection requires a good understanding of time in transit for each carrier and our Warehouse Manager has over 20 years' experience with Safeware ensuring shipments are timely delivered to our customers nationwide. A core element of the Safeware strategy is to complete all of a day's work in a day, meaning that every member of the Safeware team understands that getting orders out accurately and as quickly as possible is our greatest role and our competitive advantage in the supply chain. All orders for in stock items received by 3:00 pm EST will ship the same day. Selecting an overnight or two-day carrier is the critical step for urgent and emergency orders that have 72- and 24-hour delivery requirements. A pick ticket which prints with all orders will reference the time-sensitive nature which alerts the warehouse personnel to select an appropriate carrier that can meet time commitment, whether it be overnight UPS, FedEx, emergency custom critical truck delivery, or, in some circumstances, our own personnel making the emergency delivery. As a large seller of all kinds of response equipment needed for on demand natural disaster response, Safeware has an experienced emergency order team, protocol, and discipline for handling these types of orders.

Below are just a few of the highlights from our years of emergency response experience focused on public agency response:

- 9/11 Attacks, 2001
  - Ground Zero – Safeware had personnel and material arriving on site on the evening of September 11, 2001. We set up logistical points outside of the hot zone and provided emergency products around the clock to fire and police customers. We overcame the minimal existing supply chain and set up a conference call with every major respiratory manufacturer in the US at the Mayor's office in NYC resulting in the supply of truckloads of equipment arriving daily to meet critical needs.
  - Pentagon – We provided the lead agency, Arlington County, with emergency equipment and set up a support team for the response. We worked closely with the Fairfax County USAR Team, and were the only supplier authorized to ship product into the hot zone.
  - We learned much about emergency procurement and the constraints of government purchasers in an emergency. We have used this experience to help direct and advise other agencies in all other emergency situations since.

- Anthrax/Ricin Contamination Attacks, Washington, DC, 2001
  - White most of our business was Federal, we worked nights and weekends to provide emergency products to local responders inundated with white powder calls.

- Hurricane Katrina, 2005
  - o Before the storm was nationwide news, Safeware received a call from Becky McKinney at Fairfax County alerting us to the severity of the disaster. We set up a logistical point in Columbus, MS where we were able to deliver truckloads of critical supplies such as hip waders, bottled water, propane, portable toilets and service, personal hygiene kits, flashlights, MREs, body bags, and even diapers and baby food which the Federal government could not provide.
  - o We were a key supplier to FEMA and MEMA during the days following the devastation in Mississippi and Louisiana, where we continued to earn a national reputation as a premier emergency response distributor.

- Hurricane Sandy, 2012
  - o Many areas drew from existing caches of equipment and used Safeware to replenish their stock. The supply chain was largely in place and we assisted with less emergency purchases and more contract and credit card buys. We received a requirement from FDNY for 55 complete sets of water rescue gear which was fulfilled and delivered in it's entirely to the emergency logistics center in Queens within 24-hours.

- State of Michigan Flooding, August 2014
  - o State employees from State Emergency Operations Center were tasked with flood cleanup operations. Safeware was contacted after hours on a Saturday with an equipment list needed for clean-up. We sourced emergency shipments of the required kits and dispatched a truck to Michigan by Sunday morning. All purchases were made on the state contract. Local counties then used the same contract to purchase the same emergency equipment for their continued clean-up efforts.

- Ebola Crisis, 2015
  - o Sent emergency supplies of PPE to customers all over the country, often next day air. Competitors had no inventory of DuPont suits, but due to our high annual volume of sales, we were able to source and supply our customers.

- Zika Virus, 2016
  - o Miami Dade County procured emergency supplies such as insect repellent, wipes and sprays to protect employees and the public.

- Hurricane Season, 2017
  - o Emergency supplies from all sorts of manufacturers were being reserved for Federal Response. Utilizing our widespread supply chain, we were able to source items for local responders, and coordinate shipping to hard to access areas.

- Corona Virus, 2020
  - o Many customers, including the top public procurement officials from many States, Counties, and Cities nationally, contacted Safeware evenings and weekends, as well as after hours. The February 2020 edition of Supply Chain World outlines the efforts of Safeware, among other suppliers, in meeting the continual and after-hours needs of one customer, Anne Arundel County, MD. After hours calls at Safeware are not just a courtesy; we work with our customers to achieve immediate results in a time of crisis. Our warehouse shipped thermometers, gloves, and respirators to customers across the United States, working nights and weekends as the workload and urgency demanded.

- Civil Unrest, 2020
  - o Just as the demand for pandemic supplies was over the initial peak, Safeware began receiving calls from law enforcement customers across the country. There was a massive demand for personal protective gear for the police, who were protecting the public during these times of social conflict. Besides providing respirators, helmets, and suits, Safeware was instrumental in sourcing safety eyewear with infrared protection. Officers were being assaulted with lasers in their eyes during the protests. On the weekend of May 30, 2020, Safeware worked throughout the weekend, supporting our customers. Truckloads of protective gear were picked up and delivered to Safeware customers.

- Surfside Condominium Collapse, 2021
  - o Air quality for rescue workers was potentially unsafe in the collapse. We were contacted by our customers who could not get gas detection equipment to work. Safeware dispatched a sales representative and our manufacturer partner who brought parts and completed the necessary repairs free of charge.

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Safeware believes it is the largest single potential respondent in the US focused solely on the scope of work described in the RFP. There may be respondents larger in size. However, our market space is this vertical market, and we track over 90% of sales in the described vertical markets. It makes us unique amongst respondents. Our intention is to continue to grow in this space and our desire is to help Sourcewell grow as well. The current limitation is the narrow scope of work on the existing contract with Sourcewell. A single or dual award will result in larger opportunities for both Sourcewell and Safeware.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Levitt-Safety will be the supplier of all products and services proposed on this contract for Sourcewell members in Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Safeware has coverage across the United States. Our Canadian partner, Levitt-Safety, will handle Canada, allowing us to fully serve the entire coverage area.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We propose no exclusions to participating entity sectors in the contract. As a practical matter, some verticals offer less but are a growing opportunity for a public safety and emergency management market, such as education. We have sales activity in every listed sector and will continue to pursue all contract sales.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We will honor contract pricing and support customers in Alaska and Hawaii as specified in this contract. Some manufacturer agreements limit distribution to the continental US, and in those cases, we would comply with the agreements.

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Safeware plans an aggressive marketing strategy to launch this agreement. We have tremendous cooperative contract acceptance among our customers in many states. We will immediately launch the contract with a nationwide campaign and expect immediate results. Once awarded, we will prominently feature Sourcewell and the contract on our website. Social media is also a big part of the change we see in industry today. Our Social Media Director will use many tools to promote the contract including posting contract information on multiple platforms as well as sending email blasts with more detailed contract use information. We have a large database of contacts in areas that will immediately benefit from this contract. We are a ground sales force enjoying a solid reputation, a broad selection of relevant products, and proven market focus. Our trade show schedule is robust and engaging. We have touch and reach to America's largest cities and metros, and we intend to use the contract for immediate impact in the largest population centers in our country. Additionally, our marketing plan includes: • Multiple marketing materials displaying the Sourcewell logo and detailed information about the Contract vehicle • Participation with various end users' events, fundraisers, raffles, etc. to further promote our offering of the Sourcewell Contract • Co-branded giveaways, sway, etc. of Sourcewell and Safeware at industry end-user and purchasing trade shows • Sourcewell promotional signage and literature at our trades show booths Please see uploaded documents for samples of marketing line cards that Safeware uses. We have included our Fire, Law Enforcement and Safeware contract line cards.

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Safeware marketing strategy consists of several software solutions to help us reach our customers. Our marketing strategy and platforms are as follows: WEBSITE Our website is Business-to-Business Punchout Ready full of enriched item listings for fast and accurate customer searches with enhanced metadata. We use a Product Information Management (PIM) system to house our catalog feeds and item data so customers can shop directly on our website. We currently have contract landing pages on our site for customers of currently held contracts and will set up a Sourcewell landing page that will host all relevant contract information, documents, as well as a link back to the Sourcewell website. Customers are invited to create an account on our website which allows them to access special contract pricing, review account history, and place orders with ease. WEBINARS Technology allows us to reach multiple customers over a broad physical territory by connecting with these customers all at once through a single webinar. Webinars have proven to be a success for Safeware by educating high level buyers in a particular market or public safety issue. By utilizing our knowledge as safety professionals to educate our customers, we build trust as a significant source of knowledge and the go-to source for Public Safety items. Topics for past webinars include those on Emergency Preparedness, Effectiveness of Cooperative Contracts, Outdoor Mass Communication, and LE Equipment for Civil Disturbances. Each session lasts about 30-45 minutes with a live Q&A and is recorded and posted to our page for public access. EMAIL E-mail campaigns and content are run through marketing automation software, Pardot/Salesforce, which allows us to easily send content such as new product offerings or seasonal sale items to all current and potential customers. The program allows us to analyze campaign data such as how many emails were sent as well as the open and clicked percentage. The emails all contain links to landing pages with product information and videos. Successful email blasts have included those on Fentanyl Detection, Confined Space Equipment, and Body Cameras. SOCIAL MEDIA In order to promote our brand and connect with our customers in the ever-changing age of technology, Safeware is active across multiple social media platforms such as Facebook, Twitter, LinkedIn, Instagram, and YouTube. Our dedicated social media manager posts engaging content on at least one platform a day keeping customers updated on information such as the location of our reps at Trade Shows, showing off the newest gadgets to hit the market, or sharing an informative article. We have also built an engaging YouTube channel that has been an extremely useful tool to share internally generated content on various campaigns including Body Cameras, Public Order, Inflatable Decontamination Shelters, Fire Protection, and more. Our videos allow our own knowledgeable staff and safety experts to demonstrate equipment for customers free of charge and are a great educational reference. CRM Our Customer Relationship Management (CRM) tool, Pipedrive, is connected to our marketing automation software, Pardot/Salesforce, allowing for a seamless flow between contacts, leads, and sales. This data capture allows us to better capture the successes of our campaigns. Specialized Content Our specialization in both government purchasing and specific end user technical disciplines enables us to appeal, alternatively, to the Fire, Police, Rescue Captain, or Buyer, with content that resonates with their specific mission. We maintain these specific databases and focus our campaigns on personal content specific to their role.

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?	Safeware would like to be promoted through Sourcewell digital marketing efforts such as email campaigns to Sourcewell members and end users as well as with promotion of our webinars, white papers, and products to relevant users. We would like user contact information for our marketing campaigns and leads that come through the Sourcewell platform or personnel. We expect the Safeware logo and offering to be included in Sourcewell marketing efforts such as collateral and material, displays and discussions at trade shows and webinars or speaking engagements where Sourcewell is present. Safeware will integrate a Sourcewell awarded contract into our sales process by engaging suppliers, end-users, and our internal company resources. Supplier Engagement • Scheduled national educational presentations (in-person and online) about Sourcewell to major suppliers • Joint calls to end-users & purchasing decision makers to introduce as well as reinforce the contract vehicle's benefits over other purchasing options • Joint participation and coordinated manufacturer/distributor campaigns at industry trade shows highlighting Sourcewell contract vehicle purchasing resource • Joint sales calls and presentations with individual manufacturers promoting contract and specific product and/or service to end-user and/or purchaser End-User Engagement • In-person demonstrations of products and trial evaluation programs • 24/7 emergency response to public agencies for products and services in case of natural disasters and other emergencies Internal Company Engagement • Ongoing education about Sourcewell to existing as well as newly hired employees in all roles including outside and inside sales, customer service and upper management as the company expands. • Ongoing joint sales calls with territory managers • Product specific call campaigns by dedicated inside sales force specifically trained in core competencies related to contract offerings including Law Enforcement, Homeland security, Fire, EMS, USAR, Emergency Management, Security, and General Safety. • Monthly company-wide sales meeting to cover: o Progress on existing goals/projects o Identifying upcoming opportunities o Evaluating on-going strategies o Introduction and product knowledge about new products, technology, services and any changes regarding existing supplier portfolio. o Reinforcement of Sourcewell contract sales strategies o Troubleshooting any buying obstacles.

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.	Our products are available through an e-procurement ordering process. Any customer has the ability to register for an account on our website which allows them to shop our extensive line of web items and add them directly to a shopping cart. Ordering directly from our website is easy. Simply sign into the ecommerce portion of our website, or register for a new account, which can be completed within 1-business day. Under the shopping tab, customers can use links to browse item categories or search for a specific part number. Once the desired item is located, users simply click "Add to Cart" and the items are added to a Shopping Cart. Users have the option to continue shopping or continue to checkout. The "Save Name Cart" feature allows a user to save a cart and return to it later. This feature is often used when building a cart for a specific PO that may take several days to complete. Simply save the cart (and optionally give it a name), and the saved cart can be retrieved at a later date. Users love this feature as it means they can continually build a cart until they are ready to purchase, even if that requires multiple days. Users can also shop with multiple carts at once, allowing for quick orders to be placed while another cart is saved for a longer period of time. The Checkout Wizard assists customers with a fast and easy checkout process starting by offering a selection of ship-to addresses already set up in our ERP system. Delivery method and billing information is selected, order is reviewed, and check out is completed. An order acknowledgment is immediately sent to the user upon checkout and another automated email sent upon item shipment with tracking information. The My Account area of the site can be controlled per user to allow or disallow certain functionality. Controlled access for each web user gives visibility to statements, invoices, purchase history, etc. allowing us to meet each customer's privacy needs. Upon placing an order, users will immediately receive an HTML formatted email containing their order details. Users can use this email to return to the site and check the status of their order. There is also a feature for Multiple Account Access which allows a single username to have access to multiple account codes. Utilizing this technology, a single user, or purchasing agent, can access multiple customer accounts to place orders, view invoices, purchase history, pricing, etc. This feature is especially useful for Public Agency buyers who may purchase for multiple departments within their Agency, ex. a city Police Department, Fire Department, and Public Works. Punch Out Sites Safeware currently has the ability to connect via punch out with several procurement applications such as SAP Ariba, Coupa, SciQuest, Eqallevel, Oracle, SAP, and CommBuys and are actively seeking out new partnerships in this arena. We are also able to utilize direct API's with procurement agencies via EDI and have the ability to adapt to each agency's unique needs utilizing all of the major programming languages such as XML, cXML, OCI, etc. Our current website developers have implemented each of these using their proprietary system. Integration Safeware has successfully integrated with multiple public agencies' purchasing systems such as Sciquest, Equallevel, Ariba, Commbuys and Peoplesoft. These integrations are initially supported through our Marketing department and automatic order integration into our system is monitored.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Safeware offers both added value and fee-based training to our contract customers. We offer services within the scope of this contract including: • Sizing and fitting • Train the trainer programs • Testing and evaluation samples and demo • Operator training • Regional Seminars on relevant topics such as fentanyl response and radiation safety We offer many services for a fee which can be found on our Technical Service Price List, including: • Respiratory fit testing • Level A Suit testing • Gear cleaning to NFPA standards • SCBA flow testing • Hydrostatic testing • Compressor service

41	Describe any technological advances that your proposed products or services offer.	The products that Safeware is offering represent the most current products in demand in the marketplace. This is everchanging. For example, recently based on customer demand, we added supplier Pendar to provide public entities with Chemical detection. We added supplier Skydio to provide drones that offer broader solutions than the drones currently in operation for traditional police use. As customer needs pivot, we adapt with the newest technology in the market. The proposed products specified here are the result of our passion to provide the very latest technology to our customers.
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.	Safeware cares about the environment and makes every attempt to do business in a way that promotes sustainability by reducing our carbon footprint and greenhouse gasses. The following policies reflect our commitment to personal, global, and social responsibility: • Maximize electronic and paperless communication • Electronic ordering and billing • Use of teleconferencing and web presentations • Use of VMI, consignment and aggregate deliveries to reduce fuel consumption • Minimize square footage required at each location • Encourage telecommuting when feasible • Emphasize efficiency in all areas • Reduce air travel as much as possible • Reuse boxes in all warehouses • Purchase and choose post-consumer waste recycled paper for all printing, reports, catalogs, and flyers • Make recycling part of the company culture with convenient recycling bins for paper, cans, and bottles • Choose American Made products that do not have to travel as far to reach the end consumer Our strategy, as evident in our policies, aims to reduce waste and carbon footprint in all aspects of our business. Our VP of Operations is responsible for implementing and enforcing these green initiatives. Specific investments include recycling paper waste, aluminum cans, plastic bottles, toner cartridges, valves and metal cylinders, and replacing lighting to high efficiency ballasts with motion sensors. We utilize recycled products for shipping such as cardboard and fillers whenever possible and look to partner with suppliers that use green products. Safeware also accepts used batteries, cylinders and various scrap products at no charge from customers to assist in the recycling of these products. As far as product goes, while Safeware is dedicated to offering our customers environmentally preferable products wherever available, we have found that this industry lacks manufacturers with the same focus. Less than 1% of our suppliers offer environmentally preferable products. Due to the nature of products in the industry, product is often manufactured with the highest level of material to ensure safety rather than using recycled material that may not offer the same quality. End users are willing to pay for the product as is because they prioritize safety of the product over environmentally preferable product. We have contacted large manufacturers such as Dupont, 3M, and Honeywell, none of which have a significant offering of green designated product. We are continually revisiting this issue and will offer environmentally preferred product when our manufacturers do the same.
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.	Safeware offers a range of eco-friendly products that are found on our website in the "Green Products" category. Users can sort through Green Products by browsing or using filters to quickly find the relevant items. Though none of our products specifically have any third-party environmental certifications, a number our products are classified as "green" or environmentally friendly including: • ShowaBest Biodegradable gloves • Rayovac and Duracell rechargeable batteries • LED flashlight • Moldex non-PVC plugs • Cotton and Polyknit glove recycle programs • Presoaked chemical wipes • All-Natural oil-sorbent products • Simple Green • Environmentally safe firefighting foam
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.	Safeware is not a certified WMBE, SBE, or Veteran Owned Business. We are self-certified as a Small Business in the federal space. We enjoy and seek out opportunities to partner with local WMBE, SBE, DBE and other designated businesses when the opportunity presents itself and is in the best interest of the customer.

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entit.es? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Safeware is a unique supplier in the public safety and emergency management market. The channel was established based on a fragmented network of independent dealers. This dealer network was designed to accommodate a large number of customer departments, some of them volunteers, which represented a fragmented and difficult to reach customer base requiring highly specialized products. The dealer channel was established so that a vast network of very small, independent dealers would cover this large quantity of small departments in a specified region. The manufacturers could not directly reach these end-users, so they focused on the larger departments and drew that business through the local dealer who carried the same products to the locals in the area. This traditional market has served the public safety and emergency management market for many years, and many quality small distributors continue to serve these local markets. Safeware has brought a national presence to the public safety and emergency management market. Our market focus has flourished around the users in the departments who are historically underserved with growth centered around HAZMAT and Rescue and Dive equipment, for example. We have been market leaders in providing ballistic protection in fire teams and providing timely response innovations such as tourniquets, plates, and carriers for Police and F:re, fentanyl response, and pandemic/virus supplies. Safeware has a market focus in the US's largest cities, and we provide personal, hands-on service in these markets with local representation. Over the past ten years, our efforts to create a national footprint with local serv ce representation have resulted in a unique approach to this market.	

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 *
46	Do your warranties cover all products, parts, and labor?	The scope of this contract is very broad and involves thousands of products, each of which has its own warranty. There is no general answer to the overall warranty for products though we are proud of our reputation for solving customers concerns in a timely and satisfactory manner. Safeware honors all applicable manufacturers' warranties. Products purchased under this contract will be covered by the warranties established by the manufacturer.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Manufacturers' warranties almost always cover workmanship and normal wear and tear. There are typically exclusions for failure due to customer neglect or improper use.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	We are not aware of any manufacturers' warranties that cover these costs.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have no territory restrictions regarding warranty support.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All items for this contract are provided by Safeware. We do not refer customers to the manufacturer for warranty support. Rather, we coordinate all applicable warranty support for our customers. Safety concerns and recalls of products are tracked by our Quality Manager to insure a timely response. Warranty claims and concerns can be handled by contacting a Safeware representative who will have an RMA issued for the product and oversee the repair or replacement of products covered by manufacturer's warranties.
51	What are your proposed exchange and return programs and policies?	We offer a 60-day policy for refund and exchange of non-custom merchandise. If the end user does not contact us within 60-days of receiving products, we cannot guarantee a return or exchange. Return Policy: All returns and exchanges must be authorized by a company representative and a Return Material Authorization (RMA) must be issued to the requesting entity prior to any return shipment. Returns may be subject to a restocking fee per the Original Equipment Manufacturers (OEM) requirements. Return freight is the responsibility of the customer. Refunds will only be provided on new product in OEM packaging. Safeware reserves the right to withhold outbound freight costs from any issued credit. All returns must be returned to Safeware within 30 days of RMA issuance or RMA will be cancelled.
52	Describe any service contract options for the items included in your proposal.	Safeware is including a services price list with our proposal. Service contracts based on this service pricing are available under the proposed agreement.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Our payment terms are Net 30.	
54	Describe any leasing or financing options available for use by educational or governmental entities.	Any item listed on this contract may be offered as a leased item. Purchase orders for leased items must be made out to the leasing agent, however Safeware holds the leasing agent responsible for reporting to us so that these contract sales will be reported to Sourcewell and included in the administrative fee.	
55	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.	Safeware is flexible. We do not have any standard transaction documents that customers are required to utilize.	
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Safeware accepts P-Cards and there are no additional costs to pay with a P-Card.	

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 *	
57	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.	Safeware's proposed pricing model for this contract is a Percentage Discount from Catalog/Category. A uniform discount taken from the published Safeware Catalog Price will be offered across all product categories in this contract, and a separate discount will be offered for all services. The discounts will be applicable for all products and services in the Safeware Catalog, which is encompassed of individual price files for each of our vendor partners. See Safeware Pricing Attachment for discounts by Category as well as a Supplier/Manufacture list of currently available product lines. We have also attached over 220 of our current Catalog Price files. The products included in this RFP response will be defined as those products found in the Safeware Catalog. The Safeware Catalog will be available online* and may be updated at any time, though the stated contract discounts will not decrease for the life of the contract. The prices indicated in these files will represent the ceiling price for the contract. Contract Prices may be reduced at any time. *Exception: Please note that due to national security concerns, certain security sensitive product price lists will be provided upon request and will not be available online. Catalog Updates Our suppliers are constantly updating their products lines in order to provide our public safety customers with the newest technologies, items, and services to keep them safe. Because of this ongoing innovation, Safeware in turn is constantly updating our catalog based on new manufacture relationships and updating price files with additional product, removing outdated and discontinued products, and editing products part numbers and descriptions. As a consequence of the extreme economic circumstances, some suppliers and items require frequent price updates. Due to the vast number of product lines and SKU's included in the scope of this contract, such changes are expected to take place daily so Safeware proposes the following Product and Pricing Change Protocol: Safeware's Contract Pricing will be available online	

		via our individual Catalog Price Lists for each of our suppliers. The posted price lists will demonstrate the current contract pricing, which will be updated in real time as needed. Once per quarter, Safeware will provide Sourcewell with an updated Contract Supplier List, along with a list of price files that have been updated in the previous 3 months. Upon request, we will provide copies of the updated price lists (which can also be found online) as well as details to justify the changes. Catalog Location/Access Safeware Catalog Pricing will be located on our website. Because we know that not all government procurement departments work the same, we have developed several methods for checking compliance with our contract pricing. Upon award, we will create a landing page for Sourcewell customers to view the Public Safety and Emergency Management Contract Documents and Contract Supplier List. Pricing will be made available in the following formats: 1. PDF Catalog Price Files will be published to our website, accessible to customers with a login/password (temporary login information is below). 2. PDF Catalog Price Files will be published to a file sharing website either Exavault or OneDrive, accessible to anyone with the link. 3. Items available through our website will show Safeware Catalog Price as well as the contract discount to customers who are logged into our website. Website Link: https://www.safewareinc.com/ Username: sourcewellcustomer@safewareinc.com Password: Sourcewell@12345
58	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.	Sourcewell members will receive a 41% discount off Safeware Catalog List price for products and a 10% discount for Services and Training. Market Basket In order to demonstrate the depth and breadth of products offered, as well to provide an example of our pricing, we have created a Market Basket of items that are a representative sample of the items we will provide as part of this contract. Please see Safeware Pricing Attachment for the Market Basket.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Safeware routinely offers our state and local government customers functional discounts on one-time large purchases. Sales greater than $20,000 may be eligible for additional price discounts from manufacturers and are flagged in our system to indicate that additional price concessions should be sought from the manufacturer. Additional discounts will be evaluated and offered on a case-by-case basis. Such discounts may occur for myriad reasons including volume, quantity, special manufacturer discounts, or Dealer of Record (DOR) programs. Safeware makes a practice of passing along additional discounts to our customers, so the discounts offered for product will always be at least 41% (10% for services). Many Safeware customers have their own rebate and incentive programs based upon customer requirements. Rather than offering a single program for all public agencies, we will continue to follow the incentives provided by individual customers. Such rebates are not formulaic, but we will work with each specific municipality to offer rebates specific to their purchase.

60	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.	If a customer requires an item not currently found in the Safeware Catalog, Safeware will provide a quote for such request and the item will be added to the Safeware Catalog for future contract ordering. The minimum discount will remain 41% for products and 10% for services. Safeware anticipates adding additional product to this contract as we form relationships with new suppliers in the Public Safety market. When this occurs, we will add the new product lines to our online catalog, via a Safeware Catalog Price file for that manufacturer. Additions to the contract will be an on-going process, and quarterly updates will be communicated to Sourcewell per the process detailed in question 57 above.	•
61	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.	All costs of acquisition are included in the item pricing. There will be no third-party costs imposed on the customer. If installation or training is required, it will be quoted to the customer before the sale and will be listed as a separate line item on the quote.	•
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Standard ground shipping to the contiguous United States (lower 48) will be included in the pricing for Sourcewell Members. Any expedited, over-night, courier, and any other nonstandard ground shipping deliveries will be billed. Additionally, HAZMAT fees will be billed. NOTE: HAZMAT fees, which are imposed by the shipper, will be billed at cost, but are typically $39/case of material shipped. Safeware also provides technical service to items sold through the contract. When customer owned equipment is sent to Safeware for maintenance or repair, the customer will be responsible for those costs.	•
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight will be billed on all contract orders delivered to Alaska, Hawaii, US Territories, and Canada. This includes standard, expedited, over-night, courier shipping or any other nonstandard shipping. Additionally, HAZMAT fees will be billed. NOTE: HAZMAT fees, which are imposed by the shipper, will be billed at cost, but are typically $39/case of material shipped.	•
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Safeware has vast experience in dealing with national emergencies that have required the use of unique delivery methods. (See response to Table 6, question 30.) We have shipped products using next flight out, expedited ground shipping, and have also booked cargo planes, hired couriers, and even utilized helicopter delivery. Safeware is very familiar with special ways to get product to our customers when conventional methods do not meet requirements	•

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *

66	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.	Safeware has enjoyed over a decade of experience with national cooperative contracts. During that timeframe, we have learned techniques and systems to employ that assure contract compliance and pricing auditability. Our proposal includes pricing calculated by a uniform discount applied to an electronic Safeware list price. This allows our internal system tied to the Sourcewell contract to follow a formula that can only create a price by applying this discount level to the Safeware list price. All orders are placed by our internal customer service team and our internal system will flag any questionable items or proposals that do not match this formula. This same system allows us to track sales by a Sourcewell contract code and providing up to date spend analysis and reporting. This code applies to any eligible customer for Sourcewell in our system and will capture all contract sales referencing this number. This process allows both Safeware and Sourcewell to be confident that the fee reported to Sourcewell and paid by Safeware is in accordance with the contract.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	As previously discussed, we have a system in place that will track every Sourcewell contract order. With this information, we can create a wide variety of reports that will look at growth in sales across individual customer, customer class, or even region. We distribute weekly reports to our sales team around orders placed, orders shipped, and orders that have billed. We summarize our sales for our group each month and will include this Sourcewell contract to create a visual of sales growth and success with the contract.
68	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.)	Safeware understands that there are soft costs included with soliciting, awarding, managing, marketing and promoting a cooperative contract. We appreciate the opportunity to have this vehicle available for customers to save them the costs of this process and get the safety products that they need in an expeditious and efficient manner. Having said that, Safeware has built a brand in the marketplace over the past 40 plus years as the go-to supplier for public safety needs. Our field team will be promoting this cooperative vehicle with their customer contacts and actively engaging customers in the field. Safeware is a national distributor of safety products and because of that we operate on a limited amount of gross profit per sale, often single digits of margin. We do not operate like many other manufacturers who can just include an additional percentage in their list price to cover a cooperative fee. Our proposal also includes shipping in the price of each item which will come directly out of that gross profit number. Furthermore, a single or dual award will result in larger opportunities for both Sourcewell and Safeware. After taking these considerations into account, Safeware proposes the following administrative fee options for all Sourcewell contract sales: • Two or less vendors are awarded a contract o 1.5% Admin fee • Four or less vendors are awarded a contract o 1.0% Admin fee • Five or more vendors are awarded a contract o 0.75% Admin fee We can pay this fee quarterly or annually based upon closed contract sales. This will not be listed as a separate line item or fee to the end using entity and will be paid by Safeware directly out of our gross profit on all Sourcewell contract sales.

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are Public Safety and Emergency Management experts. Safeware maintains relationships with a myriad Public Safety manufacturers and vendors and is constantly making new partnerships as we discover new and innovative product lines. Safeware is proposing products and solutions that meet the requirements of all the categories outlined in this RFP. We are submitting Safeware Catalog Price files for over 220 of these manufacturers, including a Safeware Technical Service Price File. (See Pricing Zip File) and will continue to update our offering for the life of the contract. A Supplier/Manufacture list of currently available product lines can be found as an attachment in the Pricing Zip File. Safeware is more than a provider of product – we offer an entire spectrum of capability. When a public entity has a specific need or requirement, whether it is a product or service, we have the capacity to source and fulfill those needs in a timely fashion for every category. Here are examples of the types of products offered in each of the categories: • Law Enforcement and Corrections: Safeware offers a full suite of Law Enforcement and Corrections products and solutions. Examples include, but are not limited to, ballistic protection, biometrics, cameras and accessories, civil disturbance, clothing, communications equipment, crime scene equipment, security operation centers and control room equipment, license plate recognition, detection, device mitigation, drones, duty gear, enterprise systems, eye protection, forensics, hand, head and face protection, optics, radio communications, K9 and animal supply, respiratory protection, real time crime centers and emergency operations centers, robotics, PSIM, safety and security tools, security consulting, training and simulations, tactical wear, tactical medical and first aid supplies, video and sound analytics, facial recognition, security center display walls, corrections access controls and locks, doors, gates, fencing, and key management, video surveillance, visitor management, suicide radar and more. • Fire, EMS, and Search and Rescue: Safeware offers a full suite of Fire, EMS, and Search and Rescue products and solutions for first responders. Examples include, but are not limited to, clothing, communications, drones, equipment storage, first aid, lighting, hand and foot protection, gas detection, HAZMAT response, head and face protection, decontamination, rescue gear, respiratory protection, robots, service, suppression, technical rescue gear, tents and shelters, thermal imaging, video and sound analytics, tools, training, turnout gear, workwear and more. • Medical, Health Service and Public Health: Safeware offers a full range of Medical, Health Service and Public Health products and solutions for Sourcewell Members. Examples include, but are not limited to, PPE, respiratory protection, disinfection equipment, medical surge, medical supplies and devices, public health shelter systems, utility shelters, medical surge beds, traffic safety, training, vapor detection, panic alerts and more. • Human Services, Housing, Homelessness, and Mental Health: Safeware offers a full range of Human Services, Housing, Homelessness, and Mental Health products and solutions for customers. Examples include, but are not limited to, temporary shelters, cots, temporary showers, decontamination supplies, temporary offices, walk thru detection, bottled water, MRE's, PPE, video surveillance, fencing and more. • Emergency Management: Safeware offers a full range of Emergency Management products and solutions for natural and homeland disasters, crises, civil disturbance, pandemics, and any other emergency that may arise. We offer a 1-800 number for Sourcewell Members to call 24/7. Examples include, but are not limited to, shelters, rescue gear, first aid, filtration systems, PPE, HAZMAT response, respiratory protection, decontamination, training, CERT equipment, mobile command equipment and more. • Public Utilities and Public Works: Safeware offers a full range of Public Utilities and Public Works products and solutions. Examples include, but are not limited to, clothing, protection kits, barricade tapes, chemical protective, communications equipment, confined space, enterprise systems, footwear, protective gloves, hard hats, hearing protection, lockout tagout, repellant, respirator/air filtration, respiratory protection, safety eyewear, signs, turnout gear, workwear, emergency eye wash, water safety, hi-visibility apparel and outerwear, fall protection, detection, security consulting, design engineering, installation and service and more. • Transit and Transportation: Safeware offers a full range of Transit and

		Transportation products and solutions. Examples include, but are not limited to, fall protection, head, hearing, eye and face protection, biometrics, drones, training, thermal cameras, communications equipment, enterprise systems, gas detection, security screening and threat detection, security operations centers and control room equipment, PSIM, video and sound analytics, facial recognition, security center display walls, video surveillance, security consulting and more. • Providers of services similar or related to the services described in subsections above: o Services: Safeware provides value added services, including but not limited to: SBCA maintenance and repair, SCBA flow testing, cylinder hydrostatic testing, fit testing, CBRNE instrument calibrations and repair, level A suit testing, fire hose testing, PPE cleaning, air compressor repair and maintenance and breathing air testing. o On-Site Training Services: We offer many services that require on-site training or testing to insure proper use of equipment for end users. Such services include, but are not limited to: Respirator Fit Testing Product training/operation Donning/doffing PPE Fitting helmets Fitting PPE Fitting uniforms, boots Confined Space entry training Sign surveys Eyewash surveys OSHA compliance surveys o Training: Our training includes, but is not limited to, the following categories: Drug Enforcement Active Aggressor Drone Rope Rescue Hazardous Chemical Public Order Strategy o Consulting: Our sales representatives advise customers on proper equipment needed for specific situations. Examples of this include Safeware's offering of public order gear in which we have been pioneers in the industry. o Leasing/Financing: Any item listed on this contract may be offered as a leased item. Purchase orders for leased items must be made out to the leasing agent, however, Safeware holds the leasing agent responsible for reporting to us so that these contract sales will be reported to Sourcewell and included in the administrative fee. o Garment Services: Safeware offers embellishments and alterations as a component of our uniform offering. o Trade-Ins: Safeware offers trade in programs for contract purchases. These are either special offers from a manufacturer for a specific period of time, or a special incentive offered for a particular piece of business. The Trade-In Program is as follows: A Safeware quote will provide the Contract Price for the new item as well as the Trade-In Value of the item being traded in. The customer will be given a Contract Price Net of the Trade-In. This quote will reference the customer's intent to trade-in material. For example: if the Contract Price for the new item is $100 and the Trade-In Value is $25, then the Net Contract Price will be $75. Upon receipt of order, the Trade-In materials will either be picked up by a Safeware representative or a representative will send a return label for shipment.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Law Enforcement and Corrections: • Aviation Supplies • Canine • Crime Scene Equipment • Detection of Hazardous Substances • Domestic Security • EOD/Bomb Equipment • Incident Management • License Plate Recognition and Related Products • Major Crimes / Gang • PPE

		• Real Time Crime Center • Search and Rescue • Tactical Entry • Training • Any Related Products and Services Fire, EMS, and Search and Rescue • Decon Equipment • Detection • Electrical Battery Safety • PPE • Rescue Equipment • Training • Any Related Products and Services Medical, Health Service and Public Health • Field Hospitals and Equipment • Injectors • Medical Devices • Mobile Mortuary • Pandemic Response • PPE • Radiation Safety • Stop the Bleed • Any Related Products and Services Human Services, Housing, Homelessness and Mental Health • Bottled Water • Decontamination • MRE's • Physical Security/Detection • Portable Housing/Shelters • Shelter in Place • Any Related Products and Services Emergency Management • CERT Equipment • Climate Catastrophe Planning • Emergency Shelter • Flood Response and Detection • Incident Management • LCP Water Filtration • Mobile Command • Any Related Products and Services Public Utilities and Public Works • Bridge and Line Inspection and Safety • Detection • Electrical Safety • PPE • Water Safety • Any Related Products and Services Transit and Transportation • Aviation • Detection • Fall Protection • PPE • Training • Any Related Products and Services Services for Public Safety and Emergency Management Solutions • Product Services • On-Site Training Services • Training • Consulting • Leasing/Financing • Garment Services • Trade-Ins • Any Related Services	

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

Indicate below if the Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions offered within your proposal are intended for use by the types of entities listed. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Law enforcement and corrections	(•) Yes ( ) No	The Public Safety and Emergency Management Solutions offered within our proposal are intended for use by this category.
72	Fire, EMS, and Search and Rescue	(•) Yes ( ) No	The Public Safety and Emergency Management Solutions offered within our proposal are intended for use by this category.
73	Medical, Health Service, and Public Health	(•) Yes ( ) No	The Public Safety and Emergency Management Solutions offered within our proposal are intended for use by this category.
74	Emergency Management	(•) Yes ( ) No	The Public Safety and Emergency Management Solutions offered within our proposal are intended for use by this category.
75	Public Utilities and Public Works	(•) Yes ( ) No	The Public Safety and Emergency Management Solutions offered within our proposal are intended for use by this category.
76	Transit and Transportation	(•) Yes ( ) No	The Public Safety and Emergency Management Solutions offered within our proposal are intended for use by this category.
77	Providers of services similar or related to the services described in line items 71 - 76 above	(•) Yes ( ) No	The Public Safety and Emergency Management Solutions offered within our proposal are intended for use by all the above categories.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Safeware_Pricing_080922_2022.8.8.zip - Monday August 08, 2022 15:22:25
- Financial Strength and Stability - FinStrength_12.Safeware_FinState2021.pdf - Monday August 08, 2022 15:45:06
- Marketing Plan/Samples - Marketing Plan Documents.zip - Friday August 05, 2022 09:12:52
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples (optional)
- Upload Additional Document - Additional Documents.zip - Thursday August 04, 2022 14:03:19

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. - Mary Pelfrey, Executive Director, Safeware, Inc.

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Thu August 4 2022 10:54 AM	☑	1
Addendum_10_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Mon August 1 2022 04:32 PM	☑	2
Addendum_9_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Thu July 28 2022 04:03 PM	☑	1
Addendum_8_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Wed July 27 2022 10:43 AM	☑	1
Addendum_6_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Thu July 21 2022 04:32 PM	☑	1
Addendum_5_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Thu July 14 2022 03:16 PM	☑	1
Addendum_4_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Wed July 13 2022 01:21 PM	☑	1
Addendum_3_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Mon July 11 2022 02:31 PM	☑	1
Addendum_2_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Fri July 8 2022 01:36 PM	☑	1
Addendum_1_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Thu June 30 2022 01:20 PM	☑	2

RFP

RFP #080922
REQUEST FOR PROPOSALS
for
Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions

Proposal Due Date: August 9, 2022, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions 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 August 9, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	June 21, 2022
Pre-proposal Conference:	July 12, 2022, 10:00 a.m., Central Time
Question Submission Deadline:	August 1, 2022, 4:30 p.m., Central Time
Proposal Due Date:	**August 9, 2022**, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	August 9, 2022, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

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

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

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

B. USE OF RESULTING CONTRACTS

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

- Federal and state government entities[1];
- 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

[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

- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;
- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- 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 Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions, consisting of a comprehensive electronic catalog system for the purchase and delivery of equipment, tools, and supplies by Sourcewell and Sourcewell Participating Entities related to, and in support of, the welfare and protection of the general public by agencies or departments (alone or in combination) such as:

a. Law Enforcement and Corrections;
b. Fire, EMS, and Search and Rescue;
c. Medical, Health Service, and Public Health;
d. Human Services, Housing, homelessness, and mental health;
e. Emergency Management;
f. Public Utilities and Public Works;
g. Transit and Transportation; and,
h. Providers of services similar or related to the services described in subsections a. – f. above.

The catalog must be designed to populate with the Sourcewell and Sourcewell Participating Entity pricing offered by Proposer. To the extent that Proposer has retail store locations, the system must be capable of providing Sourcewell and Sourcewell Participating Entity pricing for purchases at Proposer's retail store locations.

The primary focus of this solicitation is on the offering of a Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions, but alternate forms of transaction (e.g., PO and invoice transactions) are a permissible ancillary service method.

2. The primary focus of this solicitation is on the offering of a Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions, but an ancillary offering of technology and services related to the solutions described in Section 1. above, including hardware and software, training, professional development, accreditation, certification or credentialing, installation, maintenance or repair, support, and warranty programs is allowed. However, this solicitation should NOT be construed to include "service-only" solutions. Proposers may include related services only to the extent that the services are complementary to the catalog solution offering the equipment, tools, or supplies being proposed. This solicitation should also NOT be construed to include firearms or ammunition.

3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell listed below, with the

limited exception of the equipment, tools, or supplies that fall within a comprehensive Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solution proposal:

a. Trailers with Related Equipment, Accessories, and Services (RFP #121918)
b. Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories (RFP #010720)
c. Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment (RFP #032620)
d. Firefighting Equipment and Rescue Tools with Related Supplies and Accessories (RFP #040220)
e. Public Sector and Education Administration Software Solutions with Related Services (RFP #090320)
f. Janitorial Supplies and Equipment with Related Services (RFP #101320)
g. Body Armor with Related Accessories, Equipment, and Services (RFP #011221)
h. Public Safety Communications Technology and Hardware Solutions (RFP #042021)
i. Public Safety Software (RFP #051321)
j. Restroom and Shower Facility Solutions (RFP #081721)
k. Ambulance and Emergency Medical Service Vehicles (RFP #110921)
l. Firefighting Apparatus and Fire Service Vehicles (RFP #113021)
m. Used and Pre-Owned Firefighting, Fire Service, Ambulance, and Emergency Service Vehicle Solutions (RFP #120921)
n. Lab Services and Testing with Related Products and Supplies (RFP #011222)
o. Public Safety Training and Simulation Equipment and Technology (RFP #011822)
p. Medical Supply Solutions (RFP #022422)

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

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. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one-year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

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 $120 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 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 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 electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

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. and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. 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.

06/30/2022

Addendum No. 1

Solicitation Number: RFP 080922
Solicitation Name: Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions

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

Question 1:

Clarify additional details on the intended meaning of a "comprehensive electronic catalog system for purchase and delivery" in RFP Section II. B. 1.

Answer 1:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B. - Requested Equipment, Products and Services. Refer also to RFP Section II. A. – Solutions-Based Solicitation, " ... 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."

Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation. Proposals are evaluated based on the criteria stated in the RFP.

Question 2:

Will a recording of the pre-proposal conference be made available?

Answer 2:

The Pre-Proposal Conference will be recorded. Following the Pre-Proposal Conference, registered plan takers will receive an email providing the Pre-Proposal Conference presentation in PDF format and a link to the recording. The link to the recorded pre-bid conference along with the presentation slides will also be posted in the "Documents"

section of the IFB "Bid Details" page in the Sourcewell Procurement Portal.

End of Addendum

Acknowledgement of this Addendum to RFP 080922 posted to the Sourcewell Procurement Portal on 06/30/2022, is required at the time of proposal submittal.

Sourcewell

07/08/2022

Addendum No. 2

Solicitation Number: RFP 080922
Solicitation Name: Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions

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

RFP Amendment:

A typographical error has been identified in the text of the RFP that is corrected by this Amendment. RFP Subsection II. B. 1. h. is revised to refer to each of the preceding subsections, "a. – g." The original RFP text erroneously referred only to "a.– f."

RFP Subsection II. B. 1. h. is amended to read as follows:

* * * *

h. Providers of services similar or related to the services described in subsections a. – g. above

* * * *

The remainder of the RFP content remains unchanged.

End of Addendum

Acknowledgement of this Addendum to RFP 080922 posted to the Sourcewell Procurement Portal on 07/08/2022, is required at the time of proposal submittal.

7/11/2022

Addendum No. 3
Solicitation Number: RFP 080922
Solicitation Name: Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions

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 Sourcewell consider adding the NAICS code that aligns with the products that we offer?

Answer 1:

A proposer is allowed to propose the entire line of equipment, products, and services falling within the scope of the RFP. Refer to RFP Section II. B. – Requested Equipment, Products, or Services, for the identification of requested equipment, products, or services for this solicitation.

Sourcewell utilizes NAICS code identifiers strictly for notification purposes within the Sourcewell Procurement Portal.

End of Addendum

Acknowledgement of this Addendum to RFP 080922 posted to the Sourcewell Procurement Portal on 7/11/2022, is required at the time of proposal submittal.

07/13/2022

Addendum No. 4
Solicitation Number: RFP 080922
Solicitation Name: Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions

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

Question 1:

Can we submit for United States only?

Answer 1:

A proposer is not required to cover every geographic region to be considered for award. Each proposal is evaluated based on the criteria stated in the RFP.

Question 2:

Are you selecting multiple suppliers for award?

Answer 2:

Refer to RFP Section VI. - EVALUATION AND AWARD, subsections A. and B., for information regarding Sourcewell's intent with respect to awards. No limit (floor or ceiling) on the number of awards has been imposed.

End of Addendum

Acknowledgement of this Addendum to RFP 080922 posted to the Sourcewell Procurement Portal on 07/13/2022, is required at the time of proposal submittal.

7/14/2022

Addendum No. 5
Solicitation Number: RFP 080922
Solicitation Name: Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions

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

Question 1:

We sell goods and services under several other companies that are owned by our parent company. If we win the award, can we still list and sell products that are under our other companies that listed in the electronic catalog that we submit with our response?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to articulate and propose the products and solutions available that align with their business methods and satisfy all the requirements included in the questionnaire tables. The solicitation is a competitive process and proposals are evaluated on the content submitted.

End of Addendum

Acknowledgement of this Addendum to RFP 080922 posted to the Sourcewell Procurement Portal on 7/14/2022, is required at the time of proposal submittal.

7/21/2022

Addendum No. 6
Solicitation Number: RFP 080922
Solicitation Name: Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions

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

Question 1:

When responding to the questions in the Procurement Portal, is there a character limit per question? Is there a character limit to a supplier's overall response?

Answer 1:

There is sufficient space for the proposer to provide a brief but thorough response to each question. The platform designer indicates the character limit of a text field is 32,000. The text boxes do not support the insertion of images or graphics.

End of Addendum

Acknowledgement of this Addendum to RFP 080922 posted to the Sourcewell Procurement Portal on 7/21/2022, is required at the time of proposal submittal.

7/26/2022

Addendum No. 7
Solicitation Number: RFP 080922
Solicitation Name: Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions

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

Question 1:

Can Body Armor with Related Equipment and Services be submitted with this RFP?

Answer 1:

RFP Section III. B. 3. identifies equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell that have been excluded from consideration under this RFP. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). However, only those products within the scope of this RFP will be included in any contract awarded by Sourcewell.

End of Addendum

Acknowledgement of this Addendum to RFP 080922 posted to the Sourcewell Procurement Portal on 7/26/2022, is required at the time of proposal submittal.

7/27/2022

Addendum No. 8
Solicitation Number: RFP 080922
Solicitation Name: Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions

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

Question 1:

Would Sourcewell sign an NDA? Can you provide any guarantee that all financial info is keep confidential and will not be shared?

Answer 1:

RFP Section VI., E. – Disposition of Proposals, addresses the handling of materials submitted in response to the RFP under Minnesota Statutes Section 13.591. Sourcewell is subject to the Minnesota Government Data Practices Act and will not execute a non-disclosure agreement (NDA) for a Proposer.

End of Addendum

Acknowledgement of this Addendum to RFP 080922 posted to the Sourcewell Procurement Portal on 7/27/2022, is required at the time of proposal submittal.

Sourcewell

7/28/2022

Addendum No. 9
Solicitation Number: RFP 080922
Solicitation Name: Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions

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

Question 1:

What are the acceptable file formats for supporting document upload? Will Zip files be accepted by the portal? Is there a maximum file size limit?

Answer 1:

Document uploads are allowed in Step 2 of the proposal preparation process. Refer to the instructions above the file upload tool in Step 2 for additional guidance:

- "Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided."
- "If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file."
- "Maximum file upload size is 500MB"

End of Addendum

Acknowledgement of this Addendum to RFP 080922 posted to the Sourcewell Procurement Portal on 7/28/2022, is required at the time of proposal submittal.

8/01/2022

Addendum No. 10
Solicitation Number: RFP 080922
Solicitation Name: Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions

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

Question 1:

Can you please extend the due date by additional 15 days?

Answer 1:

No extension of the due date is contemplated by Sourcewell at this time.

Question 2:

Could you please provide the current contract with vendors and their discounts?

Answer 2:

A currently active contract offering similar solutions was awarded under Sourcewell RFP #121416. Sourcewell maintains a list of current contract awards on the "Suppliers & Contracts" page of the Sourcewell website [https://www.sourcewell-mn.gov/contract-search]. By using the search function, with the 6-digit RFP number, a list of awarded contract vendors and documentation can be displayed.

Question 3:

Will Sourcewell show the catalogues and how the current vendors have presented them? As a single Price list or as multiple MSRP lists by various suppliers?

Answer 3:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine 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 4:

Please send a link to the pre-bid meeting recording.

Answer 4:

Refer to the Pre-Proposal Login Instructions, updated July 25, 2022, and posted to the "Documents" section of the "Bid Details" page in the Sourcewell Procurement Portal.

Question 5:

Can we upload electronic catalogues in the form of web links using the last available slot (Upload Additional Document) in Step 2 - Documents?

Answer 5:

Refer to Addendum 9 issued on July 28, 2022.

Question 6:

Sourcewell Portal only has one slot for uploading prices, the maximum file size must be less than 500 MB. How can we upload several catalogues and multiple price lists?

Answer 6:

Refer to Addendum 9 issued on July 28, 2022.

Question 7:

In which states are most Sourcewell customers located?

Answer 7:

Refer to RFP Section I. B., "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."

End of Addendum

Acknowledgement of this Addendum to RFP 080922 posted to the Sourcewell Procurement Portal on 8/01/2022, is required at the time of proposal submittal.