

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

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

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

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

1. TERM OF CONTRACT

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

EXPIRATION DATE AND EXTENSION. This Contract expires March 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

Haix North America, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/29/2024 | 12:29 PM CDT

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

RFP 010424 - Firefighting PPE and Related Equipment Cleaning

Vendor Details

Company Name: HAIX NORTH AMERICA
Address: 2320 FORTUNE DR
STE 120
LEXINGTON, KY 40509
Contact: Lindsay Rose
Email: l.rose@haix.com
Phone: 859-281-0111 141
Fax: 859-281-0111
HST#: 20-0211839

Submission Details

Created On: Monday December 04, 2023 13:36:49
Submitted On: Thursday January 04, 2024 15:01:09
Submitted By: Lindsay Rose
Email: l.rose@haix.com
Transaction #: 91913109-d417-49bc-be66-dc8c8a74c024
Submitter's IP Address: 76.177.3.197

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Haix North America, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	List of all authorized dealers attached.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	List of all authorized dealers attached.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity ID: GH4CYV3AM1A4 CAGE Code: 38TY1
5	Proposer Physical Address:	2320 Fortune Drive Suite 120 Lexington, KY 40509
6	Proposer website address (or addresses):	www.haixusa.com US www.haixca.com CANADA
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Lindsay Rose, Contract Manager 2320 Fortune Drive, Suite 120 Lexington, KY 40509 l.rose@haix.com 859-281-0111 ext. 141
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Lindsay Rose, Contract Manager 2320 Fortune Drive, Suite 120 Lexington, KY 40509 l.rose@haix.com 859-281-0111 ext. 141
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Sandy Longarzo, Marketing Manager 2320 Fortune Drive, Suite 120 Lexington, KY 40509 s.longarzo@haix.com 859-281-0111

Table 2: Company Information and Financial Strength

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

11	What are your company's expectations in the event of an award?	HAIX knows that community contracts are growing in popularity for departments to purchase product. We see this Sourcwell opportunity as a new avenue for our customers to be able to purchase HAIX through our dealers without having to worry about the bidding process. Our end goal with this award would be to tap into Sourcwell's extensive contacts and resources to continue to grow our sales in the US and Canadian markets as well as continue to spread awareness of the HAIX brand.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Balance Sheet & PL through November 2023 for Haix financials is attached.
13	What is your US market share for the solutions that you are proposing?	US FIRE: 18% US EMS: 22%
14	What is your Canadian market share for the solutions that you are proposing?	Canada FIRE: 30% Canda EMS: 35%
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, HAIX has never petitioned for bankruptcy protection. We have enjoyed steady revenue growth since 1948.
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	HAIX is a footwear manufacturer -- HAIX employs an outside sales force of 8 regional sales managers, including our Director of Sales, across the US and Canada that partner with our dealer network to promote our brand within the industry. Many of our dealers also employ sales teams.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	NFPA 1971-2018, NFPA 1990-2022/1992-2018, NFPA 1999-2018, NFPA 1977-2016, NFPA 1951-2013, NFPA 1999-2018, ASTM F2413-2011, ASTM CAN/CSA Z195-2014
18	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	We are 100% compliant with the applicable national standards for the products offered in our proposal. Our structural fire boots all meet NFPA 1971-2018, 1990-2022/1992-2018, CAN/CSA-Z195-2014, and ASTM F 2413-2018. The Missoula and Missoula 2.1 Wildland boots meets NFPA 1977-2016 and ASTM F 2892-2018 standards. The Fire Eagle Xtreme meets NFPA 1971-2018, 1951-2013, 1977-2016, 1990-2022, CAN/CSA-Z195-2014, and ASTM F 2413-2018. The Airpower XR2 and R2 meet NFPA 1999-2018, CAN/CSA-Z195-2014, and ASTM F2413-2011 standards. The quad-certified Airpower XR1 Pro meets NFPA 1999-2018, NFPA 1977-2016, 1951-2013 and 1990-2022/1992-2018, CAN/CSA-Z195-2014, and ASTM F2413-2011 standards. The Black Eagle Safety 52 line meets ASTM F2413-2011 and CAN/CSA Z 195-2014 standards and the Black Eagle Safety 55 Mid Side Zip also meets NFPA 1999-2018 standards.
19	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
20	Describe any relevant industry awards or recognition that your company has received in the past five years	N/A
21	What percentage of your sales are to the governmental sector in the past three years	Estimated 95%
22	What percentage of your sales are to the education sector in the past three years	Estimated 2%
23	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	New Jersey Start: \$452,957.23 New York HIRE: \$546,937.33 NPP: \$350,000 HAIX is represented on the following co-op contracts: BuyBoard, HGAC, NY HIRE, NYSID, Sourcwell and Omnia contracts by dealer partners. Haix is represented on the following state fire contracts: AZ, CO, CT (CRCOG), DE, HI (Honolulu), IA, MA, ME, PA, TX (CRCOG), VA, UT.
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not directly hold any GSA contracts but dealers in our network list HAIX as part of their GSA offering at a percentage discount.

Table 4: References/Testimonials

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

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

Table 5: Top Five Government or Education Customers

Line Item 26. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Custom Border Patrol	Government	Tennessee - TN	Footwear for CBP officers	Large orders at least every other month. Serviced through VF Imagewear	\$2,337,019.00	*
LA County Fire	Government	California - CA	LA County Fire Departments Footwear	Purchasing done as needed for firefighters	\$774,076.00	*
LA City Fire	Government	California - CA	Station Boots for Firefighters	Purchasing done as needed for firefighters	\$514,728.00	*
Chicago Fire Department	Government	Illinois - IL	Station Boots for Firefighters	Purchasing done as needed for firefighters	\$1,097,368.00	*
Phoenix Fire Department	Government	Arizona - AZ	Bunker and Station Boots for Firefighters	Purchasing done as needed for firefighters	\$768,555.00	*

Table 6: Ability to Sell and Deliver Service

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

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

Table 7: Marketing Plan

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

Table 8: Value-Added Attributes

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

Table 9A: Warranty

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

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

Table 9B: Performance Standards or Guarantees

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

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

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
56	Describe your payment terms and accepted payment methods.	Each authorized dealer will have their own process for offering payment terms to sourcewell members. If the order is placed directly with Haix, members may apply for payment terms with our customer service department. We also accept all major credit cards and PayPal.
57	Describe any leasing or financing options available for use by educational or governmental entities.	N/A
58	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	HAIX typically receives purchase orders or invoices from our customers. Our authorized dealers transaction documents may differ depending on the purchase.
59	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	HAIX Authorized Dealers will have their own policies in regards to accepting P-cards and any fees associated to using a P-card. If the order is placed directly with HAIX: HAIX accepts P-cards that are associated with a major credit card. There are no additional fees.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	HAIX would like to offer a percentage discount off of our MSRP pricelist of all of our Structure boots, EMS boots, Station boots and accessories. Please see attached pricelists and product sheets for our offering.
61	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	20% off of MSRP
62	Describe any quantity or volume discounts or rebate programs that you offer.	N/A
63	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	All other footwear in our inventory can be made available upon request.
64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	No additional charges will be associated with this proposal.
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, shipping and delivery will depend on the authorized dealer the order is purchased through. If ordered directly through Haix, shipping costs will be determined based on ship to location.
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping and delivery is available for Alaska, Hawaii, and Canada.
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	HAIX has a distribution department responsible for taking orders, sending to our warehouse and tracking invoice information.

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	HAIX currently quarterly reports on the various cooperative contract we hold. Reporting metrics include Product sold, quantities, agency, agency address, MSRP and contract pricing, authorized dealer, and shipping locations. Also, all invoices are tied to contract orders through contract or member numbers to track appropriately.
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	HAIX will track growth through this contract with a few internal metrics. One will be through the sales data required to be reported by the contract - we will review this to look for new customers, increases from existing customers, and overall growth from the dealer network. We are also implementing internal tracking via our order entry system.
71	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	HAIX proposes a 1% administrative fee to Sourcewell for facilitating, managing, and promoting the contract.

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

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

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

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

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

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

Line Item 85. NOTICE: To identify any exception, or to request any modification, to Sourcwell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Contract.

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

Documents

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

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

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

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

Yes No

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

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

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