



Solicitation Number: RFP #011824

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Draeger, Inc., 3135 Quarry Road, Telford, PA 18969** (Supplier).

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

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities) in the United States only. Further, Sourcewell agrees to allow Supplier's authorized sales representatives, dealers, distributors, and resellers (each, a "Sales Channel Partner") to market and/or sell to Participating Entities in the United States pursuant to the terms and conditions of this Contract.

1. TERM OF CONTRACT

EFFECTIVE DATE. This Contract is effective upon the date of the final signature below and upon the effectiveness of this Contract, the existing Contract #032620-DRG, as amended shall terminate and shall be of no further force and effect. However, Supplier performance regarding any Participating Entity order under Contract #032620-DRG that was issued prior to such termination, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations that arose under Contract #032620-DRG prior to termination shall survive until such obligations are fulfilled.

A. EXPIRATION DATE AND EXTENSION. This Contract expires March 29, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

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.

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 under normal use and with prescribed maintenance, storage, and care, all Equipment, Products and Services are free from defects in material and workmanship for the warranty period. The warranty period for new Equipment or Products is twelve (12) months from date of delivery. Warranty is conditioned on (i) the Participating Entity providing immediate written notice of warranty related claim to Supplier or the Sales Channel Partner and following RMA Process, (ii) no repairs, modifications, or alterations being made to Equipment or Products other than by Supplier or its authorized representatives, (iii) the Participating Entity handling, using, storing, installing, operating, cleaning, and maintaining Equipment or Products in compliance with the instructions and specifications provided therewith, (iv) use of Equipment or Products only for the use intended by Supplier, (v) defect not related to attachment of Equipment or Products to non-Supplier supplied equipment or to the Participating Entity 's network issues, (vi) the Participating Entity having fulfilled its payment obligations for Equipment or Products, and (vii) an inspection by Supplier that reveals that the Participating Entity s claim is valid under the terms of the warranty. The Participating Entity s remedy for a breach of this warranty is limited to repair, replacement, or credit or refund, at the sole option of Supplier or the Sales Channel Partner. Repairs or replacements shall not interrupt, extend, or prolong the term of the warranty. Supplier warrants that the Services shall be performed in a professional manner in accordance with generally recognized industry standards for similar service. Claims for breach of this Service warranty must be submitted to Supplier or the Sales Channel Partner in writing within ninety (90) days of the completion of Service. The Participating Entity's remedy for breach of Service warranty is limited to reperformance, credit, or refund, at the sole option of Supplier. If this Contract includes the sale of third-party product not manufactured by Supplier or any of its affiliates, such products are provided to the Participating Entity solely at the direction of the Participating Entity with no

recommendation by Supplier. Supplier makes no warranty for any third-party product. The Participating Entity's sole warranty for any third-party product, if any, is the original manufacturer's warranty, which Supplier agrees to pass on to the Participating Entity, as applicable. Supplier and Sales Channel Partners must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the third-party manufacturer. The obligation of the Participating Entity to pay Supplier or the Sales Channel Partner for the third-party product is absolute and unconditional, and the Participating Entity waives and releases Supplier from all claims, damages, and losses arising out of such third-party product regardless of any claims the Participating Entity may have regarding such third party product, unless the claim, damage or loss was a direct result of Supplier's negligence. THE WARRANTIES IN THIS SECTION 2B ARE THE SOLE AND EXCLUSIVE WARRANTIES MADE WITH RESPECT TO EQUIPMENT, PRODUCTS AND SERVICES. VENDOR MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, COURSE OF DEALING, AND USAGE OF TRADE. SUPPLIER DOES NOT WARRANT OR GUARANTEE THAT ANY EQUIPMENT, PRODUCT OR SERVICE WILL BE SECURE FROM CYBER THREATS HACKING OR SIMILARLY MALICIOUS ACTIVITY, SUPPLIER DOES NOT WARRANT ANY PARTICIPATING ENTITY OR THIRD-PARTY PROVIDED NETWORK OR THE PERFORMANCE OF EQUIPMENT, PRODUCT OR SERVICE AS IMPACTED BY SUCH NETWORK CONNECTION.

C. SALES CHANNEL PARTNERS. Upon Contract execution and throughout the Contract term, Supplier will make available to Sourcewell a means to validate or authenticate Supplier's Sales Channel Partners relative to the Equipment, Products, and Services offered under this Contract. The list may be updated from time to time and is incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current version of this list.

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 thirty (30) days at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products within thirty (30) days 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 or the Sales Channel Partner, as applicable, as soon as possible and the Supplier or the Sales Channel Partner, as applicable, will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier or the Sales Channel Partner, as applicable, 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; 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 a Sales Channel Partner. 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 the Sales Channel Partner, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

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

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

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;
- Timely response to all 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 third-party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent 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. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL SUPPLIER BE LIABLE TO SOURCEWELL OR ITS PARTICIPATING ENTITIES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, FOR LOST PROFITS OR LOST STORED, TRANSMITTED OR RECORDED DATA OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, EXCEPT AS EXPRESSLY STATED IN THIS CONTRACT, WITH RESPECT TO ANY MATTERS RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER THE OTHER HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME. EXCEPT FOR ITS OBLIGATION TO INDEMNIFY HEREIN, SUPPLIER'S MAXIMUM LIABILITY UNDER THIS CONTRACT IS THE GREATER OF (X) \$1,000,000 OR (Y) THREE (3) TIMES THE ACTUAL PURCHASE PRICE RECEIVED BY SUPPLIER FOR THE EQUIPMENT, PRODUCT OR SERVICE THAT GIVES RISE TO THE CLAIM.

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, Sales Channel Partners, 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. All approval requests shall be sent 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 as it relates to disputes between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Contract, or its breach, as it relates to disputes between Sourcewell and Supplier, 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:

\$1,000,000 each accident for bodily injury by accident

\$1,000,000 policy limit for bodily injury by disease

\$1,000,000 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, 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:

\$4,000,000 each occurrence Bodily Injury and Property Damage

\$4,000,000 Personal and Advertising Injury

\$4,000,000 aggregate for products liability-completed operations

\$4,000,000 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:

\$2,000,000 each accident, combined single limit

4. *Manufacturer's 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

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

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

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

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

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional

insureds for losses paid under the General Liability, Automobile Liability, and Workers' Compensation insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements

do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that

takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

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

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

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

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

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcwell, 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, Sourcwell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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

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

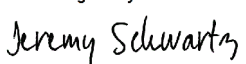
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

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

Sourcewell

Draeger, Inc.

DocuSigned by:

 By: C0FD2A139D06489...

 Jeremy Schwartz
 Title: Chief Procurement Officer

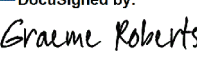
Date: 6/10/2024 | 9:52 AM CDT

DocuSigned by:

 By: 933EC1048029463...

 John Wilson
 Title: Sr. VP of Marketing and Sales Safety Solutions

Date: 6/9/2024 | 7:01 PM CDT

And DocuSigned by:

 By: C028BD612280488...

Name: Graeme Roberts

Title: Sr. Controller, Safety

Date: 6/10/2024 | 6:38 AM PDT

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

Vendor Details

Company Name: Draeger, Inc.
Address: 3135 Quarry Rd.
Telford, PA 18969
Contact: Jon Stone
Email: jon.stone@draeger.com
Phone: 412-352-3658
Fax: 215-723-5935
HST#: 23-1699096

Submission Details

Created On: Monday December 04, 2023 08:15:02
Submitted On: Thursday January 18, 2024 08:55:14
Submitted By: Jon Stone
Email: jon.stone@draeger.com
Transaction #: 43950bcb-a579-448c-9517-8fe8ee0a08b1
Submitter's IP Address: 130.41.47.0

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") | Draeger, Inc. |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | N/A |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | N/A |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | 6L622 |
| 5 | Proposer Physical Address: | 3135 Quarry Rd. Telford, PA 18969 |
| 6 | Proposer website address (or addresses): | www.draeger.com |
| 7 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | John Wilson Sr. VP of Marketing and Sales Safety Solutions 7256 S. Sam Houston W. Parkway, Suite 100 Houston, TX 77085 john.wilson@draeger.com (281) 714-9143 |
| 8 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Jon Stone Contract Administrator 3135 Quarry Rd. Telford, PA 18969 jon.stone@draeger.com (412) 352-3658 |
| 9 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | George Ballance VP of Sales, Emergency and Rescue Services 7256 S. Sam Houston W. Parkway, Suite 100 Houston, TX 77085 george.ballance@draeger.com (904) 710-3480 Ryan Lummus Divisional Sales Manager, Responder Western U.S./Mining U.S. 7256 S. Sam Houston W. Parkway, Suite 100 Houston, TX 77085 ryan.lummus@draeger.com (714) 589-9739 William Ratliff Divisional Sales Manager, Responder Team, Eastern U.S. 7256 S. Sam Houston W. Parkway, Suite 100 Houston, TX 77085 william.ratliff@draeger.com (470) 356-5652 |

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. | Dräger is global organization with the main headquarters being located in Germany and then numerous subsidiaries located throughout the world. Draeger, Inc., the entity submitting this proposal, is the United States subsidiary. Dräger's long history dates back to 1889 and has a continued presence in the safety and health industry since that time. Dräger's guiding principle centers around our philosophy that Dräger is Technology for Life. Protecting, supporting and saving lives is at the heart of our Dräger history and through our passion, knowledge and experience, we develop innovative technology that puts life first. A corporate brochure has been included that will provide further information about our organization and rich history in this market. |
| 11 | What are your company's expectations in the event of an award? | Draeger, Inc.'s expectations is to support the safety related needs of Sourcewell's members by offering a Dräger solution that will not only meet the requirements of that particular need, but exceed their expectations with innovative products and product support and service throughout the life of the item. This will be accomplished by means of our authorized distributors that we have selected to represent our organization under this potential award or through direct interaction with Draeger, Inc. The sales and support territory shall include the entire United States. A detailed list of our selected authorized distributors has been included as part of our submittal. |
| 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. | Dräger, as a global organization, has a sizeable financial footprint that has been built upon our strategy for both stability and sustainability over time. As evidence of our financial position from a global perspective, we have included a copy of our 2022 Dräger Annual Report and as it relates to Draeger, Inc. as the U.S. subsidiary, we have also provided for your review a copy of our DUNS and Bradstreet report. |
| 13 | What is your US market share for the solutions that you are proposing? | Draeger, Inc.'s estimated market share within the U.S. is 15%. |
| 14 | What is your Canadian market share for the solutions that you are proposing? | This is not applicable as it pertains to Draeger's submittal, as our sales and support coverage under any resulting award shall only be with the United States and we will not provide sales and support to Canadian members under this contract vehicle. |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | Draeger, Inc. has never been petitioned for bankruptcy. |
| 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? | Dräger is a global manufacturer, including manufacturing Centers of Excellence located within the United States. Draeger, Inc. has a sales staff with over 50 dedicated regional sales managers strategically located throughout the United States. In turn, these sales managers not only work and support end user customers; but primarily support our authorized distributors who represent Draeger, Inc. throughout the country. We have in excess of 150 authorized distributors located throughout the U.S. and these distributors also have their own sales force in place. The sales associates at the distributor level are in fact employees of the applicable distribution partner and not employed by Draeger, Inc. In regards to service, Draeger, Inc. maintains a technical service repair facility in both Houston, TX and Telford, PA. Products can be returned to either of these locations for any required repair and/or general maintenance. |
| 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. | From a corporate and global perspective, Dräger has been approved and maintains current certifications under ISO 9001, ISO 14001 and ISO 45001. A copy of the ISO certificates has been included within our submission. In regards to the overall nature of our product mix, many of our products are required to carry a range of certifications from various approval agencies. Examples of some of the certifications that our products are approved under include NIOSH, NFPA, CBRN, CSA, ATEX, IECEX, CE and the list goes on. |
| 18 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | Draeger, Inc. has not been subject to any suspension or debarment proceeding during the past ten years. |

Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * |
|-----------|--|---|
| 19 | Describe any relevant industry awards or recognition that your company has received in the past five years | <p>2021</p> <p>Integrated marketing communications program (\$100-200k budget) Dräger Mining Trade Show Booth Integrated Campaign</p> <p>Promotional Item (budget over \$20 each) FDIC Trade Show Promo Package</p> <p>Large tradeshow exhibit (over 500sq ft) Dräger Mining Tradeshow Booth</p> <p>Tradeshow campaign: Total campaign communication and exhibit details/Dräger Fire FDIC Tradeshow Campaign</p> <p>Integrated marketing communications program (Budget over \$200,000)/Dräger Fire FDIC Trade Show - Integrated Campaign</p> <p>Dräger Fire Social Media Campaign</p> <p>Best in Show (Houston Business Marketing Association - People's Choice Ballot) – FDIC Tradeshow Campaign</p> <p>Promotional video: Dräger Mining Promotional Video</p> <p>Dräger FDIC Large Banner</p> <p>2022</p> <p>Exhibitor Magazine Sizzle Award 2022: FDIC Drägertown 2021</p> <p>Full page or spread advertising (single) – Budget over \$50,000 / Dräger FDIC 6-Page Spread</p> <p>Full Page or spread advertising (campaign) – Budget over \$50,000: Must show 2-3 pieces / Drägertown FDIC 2022 Print Campaign</p> <p>Billboard or large banner (single or series) / Dräger Fire FDIC 2022 Outdoor Tradeshow Banners *</p> <p>Small tradeshow exhibit (500 sq ft or less) / Dräger NFPA Tradeshow</p> <p>Large tradeshow exhibit (over 500 sq ft) / Drägertown USA - FDIC 2022</p> <p>Tradeshow campaign: Total campaign communication and exhibit details / Drägertown USA - FDIC 2022</p> <p>Promotional item (Budget \$20 each or less) / Dräger Form Follows Fire Gallery Book</p> <p>Promotional item (Budget over \$20 each) / Dräger Fire FDIC 2022 Tradeshow Promotional Package</p> <p>Integrated marketing communications program (Budget over \$200,000) / Dräger Fire FDIC 2022 Integrated Tradeshow Campaign</p> <p>2023</p> <p>Integrated marketing communications program (Budget over \$200,000)/ Dräger FDIC 2023 Trade Show Integrated Campaign</p> <p>Tradeshow campaign: total campaign communication and exhibit details/ Drägertown SCBA Stadium: FDIC 2023</p> <p>Large tradeshow Exhibit (over 500 sq ft.)/ Drägertown SCBA Stadium: FDIC 2023</p> <p>Billboard or large banner (single or series)/ Dräger FDIC Trade Show Outdoor Banners</p> <p>Full page or spread advertising (single)- Budget under \$50,000/ Dräger FDIC 2023 Show Guide Full Page Ad</p> |
| 20 | What percentage of your sales are to the governmental sector in the past three years | Draeger, Inc.'s sales to the government sector is estimated at 25 to 30 percent. * |
| 21 | What percentage of your sales are to the education sector in the past three years | Draeger, Inc.'s sales to the education sector is estimated at 1 percent or less. * |

| | | | |
|----|--|--|---|
| 22 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | Draeger holds three Master Blanket Purchase Agreements with the State of New Jersey, a contract with the City of Baltimore, a contract with the Metropolitan Washington Council of Governments, two contracts with the League of Oregon Cities and a contract with the State of Mississippi. The annual sales volumes are not easily obtainable, as the bulk of our sales are funneled through our extensive authorized distributor network. | * |
| 23 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | Draeger, Inc. does not hold any current GSA contracts or Standing Offers and Supply Arrangements. | * |

Table 4: References/Testimonials

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

| Entity Name * | Contact Name * | Phone Number * | |
|------------------------------------|-----------------------|----------------|---|
| Eugene Springfield Fire Department | Shayne Teague | (541) 359-6512 | * |
| Baltimore City Fire Department | Dave Driscoll | (410) 396-9983 | * |
| Sumter Fire Department | Chief Brian Christmas | (803) 968-4214 | * |

Table 5: Top Five Government or Education Customers

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

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * | |
|------------------------------------|---------------|--------------------|--|---|--|---|
| Eugene Springfield Fire Department | Government | Oregon - OR | Self-Contained Breathing Apparatus | 300 SCBA's in use | \$1,500,000.00 | * |
| US Navy | Government | Maryland - MD | Pilot Monitoring System | 30 Monitoring systems plus ongoing logistic support | \$2,900,000.00 | * |
| Naval Special Warfare | Government | California - CA | Diving Rebreathers and associated repair parts and related equipment | Varies by command and requirement | \$3,500,000.00 | * |
| DLA Land and Maritime | Government | Ohio - OH | Dräger Detector Tubes and Accuro Pump Kits | Varies by individual delivery orders | \$10,000,000.00 | * |
| City of Miami Fire Department | Government | Florida - FL | Self-Contained Breathing Apparatus | 375 SCBA's in use | Unknown dollar amount of spare parts and testing equipment | * |

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 * | |
|-----------|--------------|---|---|
| 26 | Sales force. | Draeger, Inc. maintains a sales staff of 50+ Regional Sales Managers within our Safety Division and these individuals are located throughout the United States. These Regional Sales Managers do work with direct end-users; however their main focus is to work with and support our various authorized distributors, as the overwhelming majority of our business is funneled through the various distributors that represent Dräger in the marketplace. These Regional Sales Managers are employees of Draeger, Inc. | * |

| | | | |
|----|--|---|---|
| 27 | Dealer network or other distribution methods. | Draeger, Inc. has an authorized distributor network that includes in excess of 150 distributors nationwide. In turn, each of these authorized distributors have their own dedicated sales staff and these sales staff members would be employees of the applicable distributor. Draeger has included a select list of our authorized distributors that we have chosen to represent our organization under any resulting contract and therefore it is our intention that any orders would be placed with the distributor. However, Draeger, Inc. does reserve the right to work with any Sourcewell member on a direct basis under any resulting contract award. | * |
| 28 | Service force. | Draeger, Inc. maintains two technical service centers within the U.S. and they are located in Houston, TX and Telford, PA. These service centers employ 20+ technically trained Draeger employees to repair and maintain our products. | * |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | The authorized Draeger distributor that works the project will accept and process the purchase order from the Sourcewell member. Therefore, our authorized distributors that receive purchase orders under this contract vehicle shall also be responsible for issuing the quarterly sales reports for orders accepted and processed by their organization and they shall also be responsible for the payment of the Administrative Fee associated with their particular orders through this contract. Should Draeger, Inc. choose to work with a Sourcewell member on a direct basis, Draeger, Inc. shall process the orders per our standard internal processes, as with any other customer orders that are processed on a direct basis. Draeger, Inc. will issue a quarterly report for any sales that are taken on a direct basis and Draeger, Inc. will also be responsible for the Administrative Fee payment on those direct orders. | * |
| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | Draeger, Inc. maintains a Customer Service Team that is dedicated to our Safety Division. This Customer Service Team consists of 15+ individuals that are employees of Draeger, Inc. This team has three sections that include general customer service employees that would be responsible for a wide range of activities within the group, a technical customer service group that is dedicated to responding to questions of a technical nature beyond the knowledge of general customer service employees and an Order Entry Team that is responsible for booking all purchase orders within our SAP system. Our customer service staff is available on site from 8:00 AM through 6:00 PM; however we do offer 24/7 access through our 1-800-437-2437 phone line. Also, since business from this potential contract award would most often be initiated through one of our named authorized distributors, it is likely that the Sourcewell members would be dealing with Customer Service staff within the applicable distributor of choice. The Customer Service structure and processes will likely vary across our authorized distributor network. | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | Draeger, Inc. is willing to provide our products and services to Sourcewell participating entities throughout the United States. This will primarily be accomplished through our selected authorized distributors that have been named to represent us under any potential contract award. However, in some cases, Draeger, Inc. may also choose to work with Sourcewell participating entities on a direct basis. Again, Draeger, Inc. and our selected authorized distributors are capable of offering our products and services throughout all 50 states and the District of Columbia. | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | Draeger, Inc. will not offer our products to Canadian customers under any potential Sourcewell contract. | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | Canada will not be serviced through any proposed contract. | * |
| 34 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | Draeger, Inc. does not choose to limit any Sourcewell Member sectors under the proposed contract; however there may also be other procurement avenues available to some of these end-user customers and thus we would not limit our ability to sell our products to a certain entity through only this potential Sourcewell contract. Draeger, Inc. and our distributors reserves the right to sell our products through other means beyond the Sourcewell contract. | * |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | Draeger's standard shipping charge policy states that orders that are under \$15,000.00 will be marked as Prepay and Add and thus the customer is responsible for the applicable shipping charge. Orders with a value of \$15,000.00 or more will be shipped Prepaid within the Continental U.S., thus no shipping charges are passed onto the customer. However, any order shipped outside of the Continental U.S. (Alaska and Hawaii) will be shipped Prepay and Add and therefore these customers will be responsible for the associated shipping charges regardless of the value of the order. Also, because of the typical size of our Engineered Solutions (ES) training systems, shipping charges will always be incorporated into the quotation of these customized products and the customer will therefore be responsible for these associated shipping and delivery charges. | * |

Table 7: Marketing Plan

| Line Item | Question | Response * |
|-----------|--|--|
| 36 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | Dräger focuses its marketing efforts around the industry shows including FDIC, MINExpo International, Mine Nationals, and an additional 75+ of regional events for government, mining, law enforcement, and fire service. This in-person experience drastically improves conversions. |
| 37 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | Dräger's website at Draeger.com is properly search-engine optimized that drives dozens of inquiries daily. Further, for those with a large following, targeted social media is employed extensively. Additionally, Dräger developed specialized landing pages for some U.S. states to better draw in more inquiries (see https://scba.me/california for example). Dräger also offers a robust mailing list with multiple, targeted, personalized efforts every year. |
| 38 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process? | On the Sourcewell website, a path that end-users could identify an applicable contract containing product lines to meet their procurement needs and then be able to further see what manufacturers products are available on the contract and then access to contact information for the authorized distributors that they can reach out to in order to obtain literature, quotations, etc. Our selected distributors will be notified of any resulting Sourcewell award and they will be encouraged to offer this contract vehicle as an effective and cost reduction method to procuring items of need by significantly reducing the standard procurement process associated with going out for bid. |
| 39 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | Details and capabilities of e-procurement order processing is unknown across our nationwide authorized distributor network; however this question can be posed to a distributor that the end-user may select to work with under this contract. |

Table 8: Value-Added Attributes

| Line Item | Question | Response * |
|-----------|--|---|
| 40 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>Our training programs cater to the comprehensive needs of Sourcewell Members who procure Dräger equipment, encompassing two distinct levels of training.</p> <p>Firstly, operational training is provided by our authorized distributors or, in specific instances, by a Dräger sales representative. This training equips end-users with essential knowledge of product operation and fundamental guidelines for calibration, suggested maintenance protocols, and more.</p> <p>Additionally, Dräger, Inc. offers specialized maintenance training, exclusively conducted by Dräger certified instructors. This training is designed to qualify and certify select individuals at the end-user level, enabling them to conduct routine maintenance and repairs on-site. This initiative significantly reduces the need to return or schedule field service for products requiring service, enhancing operational efficiency.</p> <p>Our training programs are flexible, offering the option of conducting sessions at one of our training facilities or directly on-site at the end-user's location.</p> <p>Applicable pricing for these training offerings would be quoted to meet the needs of the customer, as there are variables to consider such as travel expenses, class size, type of training, etc.</p> |
| 41 | Describe any technological advances that your proposed products or services offer. | <p>Dräger has a longstanding commitment to technological innovation, deeply ingrained in our organizational ethos encapsulated by our motto 'Technology for Life'. Our sustained investment in cutting-edge research and development is evident through dedicated funding allocated annually. This investment fuels our global teams of experts, driving continual advancements across our product portfolio.</p> <p>Our robust approach to innovation ensures that our products consistently meet the stringent requirements set by various certification bodies. This commitment not only allows us to maintain compliance but also facilitates the ongoing evolution of our offerings to seamlessly adapt to emerging industry standards and evolving needs.</p> |

| | | | |
|----|---|---|---|
| 42 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | <p>Sustainability is deeply embedded in our corporate ethos and forms an integral part of our mission, resonating with our motto "Technology for Life". Our Chairman of the Executive Board, Stefan Dräger, emphasizes this commitment, signifying our responsibility to contribute positively to both people and the environment. We continually strive to mitigate environmental impact through our products, processes, and resource conservation measures while actively managing potential risks associated with our operations.</p> <p>As part of our commitment, we have integrated sustainability into our corporate strategy, allowing for greater transparency, expanded scope, and improved comparability in reporting sustainability initiatives. Our 2022 annual Sustainability Report provides comprehensive insights into our sustainability endeavors. A copy of this report has been included with our submittal.</p> <p>To address our environmental impact, we've set ambitious CO2 emission reduction targets. We committed to an 11% reduction in CO2 emissions from 2015 to 2020, and further pledged a 29% reduction from 2015 to 2025. We're proud to report that we are on track to meet both commitments.</p> | * |
| 43 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | Our sustainability efforts have been recognized with a Gold-Rating in our Sustainability assessment, conducted by the EcoVadis Institute. Included in the response, you'll find our certificate and assessment report, affirming our dedication to sustainable practices and responsible business operations. | * |
| 44 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | As Draeger, Inc. is a subsidiary of a global organization, we are classified as a large business concern. With that said, Draeger, Inc. does have an approved Small Business Subcontracting Plan and thus we support small businesses where possible and set goals each year to implement this methodology throughout our development and purchasing processes. Also, some of our authorized distributors in our nationwide network are classified as small business concerns and therefore further supporting small business initiatives. | * |
| 45 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | <p>At Dräger, our unique value proposition lies in our solutions-driven approach. While acknowledging that many end-users have a specific product in mind to fulfill their needs, we recognize the opportunity to offer alternative solutions that might better align with their application requirements. Our extensive range of safety-related products enables us to provide tailored and efficient solutions, often surpassing our customers' initial expectations.</p> <p>What sets Dräger apart is not just our diverse product line but our capacity to deliver customized solutions derived from collaborative inputs across our sales, engineering, and marketing divisions. This collaborative synergy allows us to offer innovative solutions uniquely suited to each customer's needs.</p> <p>Furthermore, our commitment to high-quality production standards, coupled with our global leadership in safety technology and innovation, underscores our distinction as a trusted partner in the safety market. This combination of versatility, customized offerings, and industry-leading technological innovation positions Dräger as a reliable and forward-thinking choice for Sourcewell members.</p> | * |
| 46 | Describe compliance to applicable national standards such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI). | <p>Dräger's offered products adhere to various national standards certified by specific accrediting agencies, aligning with diverse application requirements and market demands. Our company maintains specialized employees dedicated to the meticulous process of submitting products for certification to these diverse approval agencies. They oversee the entire certification procedure until the product attains the necessary accreditation.</p> <p>In numerous markets, such as firefighting, supplying a self-contained breathing apparatus lacking NIOSH and NFPA certification is not a viable option due to mandated specifications. Consequently, our products are meticulously designed to conform to these stringent standards and regulations. Compliance with such certifications ensures our competitiveness in markets that necessitate these approvals, ultimately guaranteeing a standardized level of safety to protect human life.</p> <p>Examples of certifications to which products included in this RFP could be certified include NIOSH, NFPA, UL, MSHA, IECEx, and ANSI. For specific product approvals, we advise referring to the documentation accompanying each product.</p> | |

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| 47 | Describe how your product can be cleaned and decontaminated to prevent exposure to carcinogens. | <p>Draeger provides guidelines and recommendations for cleaning and decontaminating their products to minimize exposure to carcinogens and maintain equipment integrity. The specific cleaning and decontamination methods can vary based on the type of product and its designated use. However, some general guidelines for cleaning and decontaminating Draeger products may include:</p> <p>Follow Manufacturer Instructions: Always refer to the product's user manual or guidelines provided by Draeger for specific cleaning and decontamination instructions. These instructions are tailored to the materials and components of each product and should be followed meticulously.</p> <p>Follow Regulatory Requirements: National Fire Protection Association (NFPA) 1852 Standard on Selection, Care, and Maintenance of Open-Circuit Self-Contained Breathing Apparatus (SCBA) provides an outline for washing and drying this type of equipment. Other requirements for specific products or for specific exposures may be covered in other regulatory requirements.</p> <p>Use Approved Cleaning Agents: Use cleaning agents approved by Draeger. Avoid using harsh chemicals that could potentially damage the equipment or leave residues that could affect its performance.</p> <p>Appropriate Disinfection: Depending on the product and its application, disinfection may be necessary to eliminate pathogens or contaminants. Use disinfectants recommended or approved by Draeger and follow the recommended contact time to ensure effectiveness.</p> <p>Regular Cleaning Schedule: Establish a regular cleaning schedule, especially for products exposed to hazardous materials or potentially contaminated environments. This routine maintenance can mitigate the risk of long-term exposure and ensure equipment longevity.</p> <p>Proper Personal Protective Equipment (PPE): When handling contaminated equipment, ensure that individuals use appropriate personal protective equipment (PPE) as recommended by safety guidelines.</p> <p>Record Keeping: Maintain records of cleaning and decontamination activities performed on the equipment. This documentation can be crucial for regulatory compliance and tracking maintenance history.</p> <p>Training and Education: Ensure that individuals handling the equipment are adequately trained in the proper cleaning and decontamination procedures outlined by Draeger.</p> <p>Remember, the specific cleaning and decontamination methods may vary depending on the type of Draeger product and its application. Always refer to the product's documentation or contact Draeger's customer support for precise instructions tailored to your equipment.</p> |
|----|---|---|

Table 9: Warranty

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

| Line Item | Question | Response * |
|-----------|---|---|
| 48 | Do your warranties cover all products, parts, and labor? | Our comprehensive warranty coverage extends across the spectrum of our diverse product lines. As part of this submission, we have included specific warranty statements corresponding to each of our product lines. These documents outline the duration of the warranty coverage and offer detailed insights into the extent of coverage provided, encompassing products, parts, and labor included within the warranty terms. |
| 49 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | Our provided warranty statements comprehensively outline the specifics of our warranty coverage, including any noted exclusions, restrictions, or limitations that may affect the coverage. |
| 50 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | Typically, our preferred method for warranty service is to have the equipment returned to our designated service centers for repairs, where most of our equipment can be effectively serviced. However, there are instances where certain equipment is permanently installed at an end-user's location, making it impossible to return for service. In situations where the equipment is fixed and located at the end-user's premises, necessitating a technician's travel to perform warranty repairs, the expenses related to the technician's travel time and mileage may be covered under the warranty repair situation. |
| 51 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | Draeger ensures nationwide coverage for warranty repairs throughout the entire United States. However, it's important to note that Canada is not included in our current proposal. Our network of certified technicians across the United States is equipped to perform warranty repairs and offer comprehensive maintenance, including calibrations and relevant testing and repairs. In instances where warranty repairs are required, the product repairs are primarily returned to either the Draeger office located in Houston, TX or Telford, PA. Our service centers, alongside our certified technicians, are committed to ensuring Sourcewell Members receive prompt and effective warranty service, maintaining the quality and integrity of our products throughout the warranty period. |
| 52 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | Draeger does not provide warranties for any third-party products included as part of our proposal. Any warranties associated with third-party products, if available, are covered solely by the original manufacturer's warranty. Draeger agrees to facilitate the passage of the original manufacturer's warranty to the customer, where applicable, ensuring that the customer receives the benefit of the warranty provided by the original equipment manufacturer. |
| 53 | What are your proposed exchange and return programs and policies? | At Draeger, Inc., our wide-ranging product line does not have a universal exchange and return program covering all our offerings. Our approach to addressing product issues is determined through an assessment conducted by Draeger's experts. Upon evaluation, we make an informed determination whether repair or exchange is the appropriate resolution for the issue identified. In most cases, our certified technicians are equipped to effectively repair the product. However, if the situation necessitates a return and replacement instead of repair, the decision is made by Draeger staff based on the evaluation outcome and the nature of the issue. |
| 54 | Describe any service contract options for the items included in your proposal. | Draeger, Inc. provides various levels and variations of service contracts tailored to meet the diverse needs of our customers. Attached within our submission are documents outlining a range of service contract options available for our end-user customers. These service contract documents detail the specific levels of service, coverage, and terms offered for the items included in our proposal. Moreover, certain products may qualify for customized service contracts designed to address unique customer requirements and specialized product use cases. We encourage a review of the attached service contract documents to explore the available options and potential customization opportunities to best suit the specific needs of our valued customers. |

Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * |
|-----------|--|--|
| 55 | Describe your payment terms and accepted payment methods. | Draeger, Inc.'s payment terms are NET 30 Days. We accept various payment methods including credit cards, checks and wire transfer. |
| 56 | Describe any leasing or financing options available for use by educational or governmental entities. | Draeger, Inc. does not currently offer any leasing or financing options. However, if the Sourcewell member is working with one of our select authorized distributors, they should ask the applicable authorized distributor to confirm their potential ability to offer any leasing or financing options. |
| 57 | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | A copy of Draeger, Inc.'s Standard Terms and Conditions have been included for reference as part of this submittal. Also as previously mentioned, we have included various product group warranty statements and documents that detail various levels of offered service agreements. |
| 58 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | Draeger, Inc. does not accept the P-card procurement and payment process. However, if the Sourcewell member is working with one of our select authorized distributors, they should ask the applicable authorized distributor to confirm their potential ability to accept the P-card procurement process. |

Table 11: Pricing and Delivery

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

| Line Item | Question | Response * |
|-----------|--|--|
| 59 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | Draeger, Inc. has provided our 2024 published price list for use under any resulting Sourcewell contract that includes the requested products under this RFP and related equipment, test accessories and applicable spare parts. A copy of this price list has been attached and included as part of our submittal. We are offering pricing in which a firm fixed percentage discount off the published list pricing has been established. Draeger will require the opportunity for price escalations throughout the term of the contract. This price adjustment will result in the submittal of our new published price list that is in effect at that particular time. This submittal likely will not only include a price adjustment, but new products of relevance maybe added or outdated/obsolete products might be removed from the price list. |

| | | |
|----|---|---|
| 60 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | <p>Draeger, Inc. has offered three specific fixed percentage discount ranges based upon a defined product category.</p> <p>The first product category on the price list is entitled General Safety Products and this category encompasses the majority of the items appearing on the price list. The fixed percentage discount that has been offered for this category is 15% off the published 2024 list prices.</p> <p>The second product category on the price list is entitled Engineered Solutions (ES) Products. This product category will be offered at a 2% discount from the 2024 published list prices. Our ES products consist of various forms of training systems and equipment. Many of these training systems are quite large and customizable based upon the customer's needs. In these cases, the list price will be established once the exact configuration of the training system has been determined and then the 2% discount will be applied based upon that established list price.</p> <p>The third and final product category on the price list is entitled Service Spare Parts. The specified spare parts have been assigned a firm fixed percentage discount of 5% off the 2024 published list price.</p> <p>The product categories have been segregated on the price list for ease of use and thus one can determine the applicable Draeger part numbers that fall within a particular category and the applicable discount associated with the part number in question.</p> |
| 61 | Describe any quantity or volume discounts or rebate programs that you offer. | There are no predetermined quantity or volume discounts included within our offer; however orders for an abnormally large quantity maybe considered for an additional discount, but that would strictly be determined on a case by case basis. |
| 62 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. | <p>The only products and services that will be offered under any potential contract award are those items which appear within our 2024 Draeger, Inc. published price list. As previously stated, a 15% discount from the 2024 published list price will apply to the General Safety Products category, the items that fall within our Engineered Solutions (ES) Products category line will be offered at a 2% discount from the 2024 published list price and the items listed under the Service Spare Parts category are offered at a 5% from the 2024 published list price.</p> <p>Again, some of our Engineered Solutions (ES) products are customizable and thus the list price will be established via a dedicated quotation and the 2% discount would then be applied based upon that list price.</p> |
| 63 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | <p>The pricing that has been offered based upon the allowable discount applies to only the physical products and services provided in our published price list. All products and services offered in our published price list are identified by unique Draeger part numbers. Additional charges may apply, but not limited to such things as taxes, shipping/freight, installation, training, etc. The applicability of these type of additional charges can be discussed with the authorized distributor that the end-user has chosen to work with and they can be detailed in a formal quotation so that a final total price point is determined and known by both parties involved.</p> <p>Please keep in mind that the Sourcewell member can also deal with Draeger, Inc. on a direct basis and thus this same rationale would apply.</p> |
| 64 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | Shipping charges will be handled in accordance with Draeger, Inc.'s standard policy. Orders that are under \$15,000.00 will be marked as Prepay and Add, thus the customer will be responsible for the applicable shipping charge. Orders with a value of \$15,000.00 and over will be shipped Prepaid within the Continental U.S., thus there will be no shipping charges passed onto the customer. All orders shipped outside the Continental U.S. (Alaska and Hawaii) will be shipped Prepay and Add, thus the customer will be responsible for these shipping charges regardless of the value of the order. Because of the typical size of Engineered Solutions (ES) training systems, shipping charges will always be marked as Prepay and Add for this product line and thus the customer will be responsible for all delivery charges associated with these particular items. |

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| 65 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | As described previously, all shipping/delivery charges to customer locations outside of the Continental U.S. (Alaska, Hawaii or any offshore delivery) shall always be marked as Prepay and Add, thus these applicable shipping/delivery charges will be the responsibility of the customer. Draeger has not offered this potential contract to any Canadian customers, thus no Canadian sales will be accepted. | * |
| 66 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | The delivery method shall always be at the sole discretion of Draeger, Inc. We most commonly use FEDEX for our standard deliveries, but also UPS when required. For large deliveries, we use a number of different motor freight companies to perform these delivery services and again, this shall be Draeger's choice to determine the shipping method. | * |

Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|-----------|---|---|
| 67 | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | Draeger offers a range of pricing to our various customers; however the pricing that has been offered to Sourcewell is the same or better than other cooperative type procurement organizations or other state contracts. |

Table 13: Audit and Administrative Fee

| Line Item | Question | Response * |
|-----------|--|--|
| 68 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | <p>The business transactions conducted under this potential contract mechanism from the quoting process through delivery shall primarily be through one of the selected authorized distributors that Draeger has named to represent us under any potential award. Please see the attached list of authorized distributors.</p> <p>However, as previously stated in other related questions, Draeger, Inc. reserves the right to conduct business with any Sourcewell member on a direct basis as well.</p> <p>The authorized distributor that processes the award/order shall then be the responsible organization to perform any applicable quarterly sales reporting to Sourcewell and the authorized distributor shall also be the organization to remit the administrative fee associated with the particular award/order to Sourcewell.</p> <p>If Draeger, Inc. were to take a direct award/order from a Sourcewell member, then Draeger shall be performing the applicable quarterly sales reporting and responsible for the payment of the associated Administrative Fee that is tied to that particular award/order.</p> |
| 69 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | <p>Draeger's success under this potentially awarded contract will generally be tracked by our Regional Sales Managers that are assigned to manage and work with our authorized distribution partners. As each of our Regional Sales Managers are tied to specific authorized distributors that cover the applicable sales territory that the Regional Sales Manager has responsibility for maintaining. Therefore since they have an intimate relationship with these assigned distributors, they will certainly be kept abreast of the awards that the distributor may have received as a result of this contract mechanism.</p> <p>Conversely, Draeger, Inc. will also track and monitor any orders that have been worked on a direct basis with a Sourcewell member.</p> |
| 70 | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | <p>The proposed administrative fee that our authorized distributors or Draeger, if the order is taken directly, will pay Sourcewell as part of this contractual agreement is in the amount of 1 (ONE) percent. This 1% will apply to only the actual products and services procured by the customer and identified on the Draeger published price list by a unique Draeger part number. Additional charges that may apply on some orders are not to be included in the administrative fee calculation.</p> |

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

| Line Item | Question | Response * |
|-----------|--|---|
| 71 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>In general terms, Draeger, Inc. supplies both respiratory protection equipment and gas detection devices, as well as, fire fighting training systems that are included within our Engineered Solutions product line. There is a very wide range of product offering within these general categories to include self-contained breathing apparatus, escape respirators, supplied air respirators, thermal imaging cameras, various masks and filters, portable gas detection monitors, Dräger gas detector tubes and many more. We have included some general product literature for your review, while detailed product specific literature/data sheets are available based upon the needs of your members.</p> <p>The numerous products appearing on Draeger, Inc.'s 2024 published price list are within the range of products requested within this RFP, related equipment commonly used by this same end-user customer base, accompanying accessories, testing equipment and associated spare or replacement parts.</p> <p>A copy of Draeger, Inc.'s 2024 published price list has been included as part of the overall submittal.</p> |
| 72 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <p>Draeger, Inc. has provided three product categories within the 2024 Price List that has been submitted for use with this RFP and any resulting contract award.</p> <p>The first is entitled General Safety Products and this category generally houses the majority of the products within our offering including self-contained breathing apparatus and related equipment and accessories.</p> <p>The second is entitled Engineering Solutions (ES) Products and this category generally contains training systems and accessories related to users of self-contained breathing apparatus such as fireman, other first responders, industrial specialist, etc.</p> <p>The third is entitled Service Spare Parts and this category contains specific service related spare parts that have a limited discount allowance within the Draeger, Inc. system. Although we are still offering a 5% discount to Sourcewell members for this particular category.</p> |

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

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

| Line Item | Category or Type | Offered * | Comments |
|-----------|--|--|--|
| 73 | Self-contained breathing apparatus (SCBA) and supplied air breathing apparatus (SABA) | <input checked="" type="radio"/> Yes <input type="radio"/> No | Draeger offers a wide range of self-contained breathing apparatus from fire fighting to industrial applications. |
| 74 | Breathing air compressor and compressor systems, including mobile and stationary fill stations, cascade systems, purification, and storage | <input checked="" type="radio"/> Yes <input type="radio"/> No | Draeger offers cascade systems and accessories. Compressor system requirements could be discussed with our Engineered Solutions Group, as these are more of a customized item and thus require a dedicated quote to match the exact needs of the customer. |
| 75 | Related equipment and accessories related to the offering of 71 - 72 above | <input checked="" type="radio"/> Yes <input type="radio"/> No | The related equipment is quite far reaching as the typical SCBA user often times has the need for other Dräger products to be fully protected within the environment that they are exposed to in order to perform the job or task at hand. |
| 76 | Services related to the equipment described in 71 - 72 above | <input checked="" type="radio"/> Yes <input type="radio"/> No | Draeger, Inc. offers various forms of service to keep the Dräger equipment fully functional and within factory specifications. |

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Draeger Inc. - 2024 Sourcewell Price List.pdf - Wednesday January 17, 2024 14:05:33
 - [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Wednesday January 17, 2024 14:02:03
 - [Marketing Plan/Samples](#) - Corporate Brochures and Product Literature.zip - Wednesday January 17, 2024 14:55:23
 - [WMBE/MBE/SBE or Related Certificates](#) - Certifications.zip - Wednesday January 17, 2024 14:24:13
 - [Warranty Information](#) - Warranty Information.zip - Wednesday January 17, 2024 14:29:29
 - [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Wednesday January 17, 2024 14:17:06
 - [Requested Exceptions](#) - Sourcewell Sample Contract - Draeger Inc. - Edits.docx - Wednesday January 17, 2024 14:32:12
 - [Upload Additional Document](#) - Additional Documents.zip - Wednesday January 17, 2024 14:52:13

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. - Jon Stone, Contract Administrator, Draeger, 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_3_Self_Contained Breathing Apparatus_RFP_011824 Fri January 12 2024 11:10 AM | <input checked="" type="checkbox"/> | 2 |
| Addendum_2_Self_Contained Breathing Apparatus_RFP_011824 Wed December 27 2023 08:49 AM | <input checked="" type="checkbox"/> | 1 |
| Addendum_1_Self_Contained Breathing Apparatus_RFP_011824 Tue December 12 2023 05:20 PM | <input checked="" type="checkbox"/> | 1 |