

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and MSA Safety Sales LLC, 1000 Cranberry Woods Drive, Cranberry Twp., PA 16066 (Supplier).

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

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

**1. TERM OF CONTRACT**

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

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

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

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

A. WARRANTY. Notwithstanding anything else contained herein, SUPPLIER shall provide Participating Entities with the standard SUPPLIER limited express warranty accompanying the Products, Equipment, and Services which can be accessed at <https://us.msasafety.com/warranties>. THE ABOVE REFERENCED WARRANTY IS EXCLUSIVE AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, AND SUPPLIER SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT AND DOES NOT WARRANT THAT PRODUCTS WILL OPERATE ERROR-FREE OR FREE OF HARMFUL CODE. Participating Entity's exclusive remedy for breach of this warranty shall be the repair or replacement of all Products, Equipment, and Services shown to be other than as warranted. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity. THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS CONTRACT SHALL APPLY EVEN IF THE NON-BREACHING PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE, INCLUDING BUT NOT LIMITED TO FAILURE OF SUPPLIER TO SUCCESSFULLY REPAIR OR REPLACE ANY NONCONFORMING PRODUCT.

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

## 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at 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 areas warranted herein, and includes all costs to the Participating Entity's requested delivery location.

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

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

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

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

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

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

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are

clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

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

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

#### **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## 6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

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

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

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

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

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

- A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.
- B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.
- C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.
- D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.
- E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.
- F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

#### **11. INDEMNITY, LIMITATION OF LIABILITY, 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, arising out of any act or omission in the performance of this Contract by the Supplier that results in injury or death to person(s) or property, but only to the extent of Supplier's negligence. . Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. Sourcewell and/or its Participating Entities shall not be indemnified hereunder for any loss, liability, damage, or expense resulting from its negligence or willful misconduct or failure to use the Equipment, Products, or Services properly.

NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN, SUPPLIER'S AND ITS AFFILIATES' TOTAL LIABILITY FOR ALL CLAIMS, WHETHER BASED ON BREACH OF CONTRACT, NEGLIGENCE,



PRODUCT LIABILITY, INDEMNITY, OR OTHERWISE, RELATING TO THE PRODUCTS AND/OR SERVICES SHALL NOT EXCEED TWO TIMES (2X) THE PRICE PAID BY A PARTICIPATING ENTITY FOR SUCH PRODUCTS AND/OR SERVICES FOR THE ORDER WHICH GAVE RISE TO SUCH CLAIM. NO DIRECT INDEMNITY SHALL APPLY TO THIS AGREEMENT AND SUPPLIER SHALL HAVE NO INDEMNIFICATION OBLIGATION RESULTING FROM SOURCEWELL'S OR A PARTICIPATING ENTITY'S NEGLIGENCE, MISUSE OF THE PRODUCTS, OR FAILURE TO FOLLOW SUPPLIER INSTRUCTION, NOTWITHSTANDING ANY OTHER LANGUAGE TO THE CONTRARY.

NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, INDEMNITY, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT (A) SUCH DAMAGES WERE FORESEEABLE, AND (B) A PARTY HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 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, which are located at the following link: <https://msa.webdamdb.com/bp/#/folder/5640863/>.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

C. **MARKETING.** Reserved.

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

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

#### **15. FORCE MAJEURE**

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

#### **16. SEVERABILITY**

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

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 general aggregate

Supplier is self-insured for products.

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

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

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

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

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

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

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

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

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

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §

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

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

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative

Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are



contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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

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

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

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

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

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

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

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

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

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

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

**22. CANCELLATION**

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

Sourcewell

MSA Safety Sales LLC

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 6/17/2024 | 3:20 PM CDT

DocuSigned by:  
*Scott McGuire*  
06FF1D03233F4EA...  
By: \_\_\_\_\_  
Scott McGuire  
Title: NA Sales Channels Specialist  
Date: 6/17/2024 | 7:18 AM CDT

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

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## Vendor Details

Company Name: MSA Safety Sales LLC  
Address: 1000 Cranberry Woods Drive  
Cranberry Twp, Pennsylvania 16066  
Contact: Scott McGuire  
Email: scott.mcguire@msasafety.com  
Phone: 724-742-8028  
Fax: 800-672-2222  
HST#: 83-1559281

## Submission Details

Created On: Thursday November 30, 2023 07:25:06  
Submitted On: Thursday January 18, 2024 06:42:24  
Submitted By: Scott McGuire  
Email: scott.mcguire@msasafety.com  
Transaction #: f4aba34b-83b4-43b6-96ee-e805413385a0  
Submitter's IP Address: 165.225.9.8

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## 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")	MSA Safety Sales LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None
4	Provide your CAGE code or Unique Entity Identifier (SAM):	EDJPMQN1HSJ1
5	Proposer Physical Address:	1000 Cranberry Woods Drive, Cranberry Twp, PA 16066
6	Proposer website address (or addresses):	<a href="https://us.msasafety.com/">https://us.msasafety.com/</a>
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):	Scott McGuire NA Sales Channels Specialist 1000 Cranberry Woods Drive, Cranberry Twp, PA 16066 Scott.mcguire@MSAsafety.com 724-742-8028
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Scott McGuire NA Sales Channels Specialist 1000 Cranberry Woods Drive, Cranberry Twp, PA 16066 Scott.mcguire@MSAsafety.com 724-742-8028
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Dom Berardinelli Segment Marketing Manager – Respiratory Protection 1000 Cranberry Woods Drive, Cranberry Twp, PA 16066 Dom.berardinelli@msasafety.com 724-900-8608  Brittney Carr NA Sales Channels Specialist 1000 Cranberry Woods Drive, Cranberry Twp, PA 16066 Brittney.carr@MSAsafety.com 724-741-7653

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Established in 1914, MSA Safety Incorporated is the global leader in the development, manufacture and supply of safety products that protect people and facility infrastructures. Many MSA products integrate a combination of electronics, mechanical systems and advanced materials to protect users against hazardous or life-threatening situations. The company's comprehensive product line is used by workers around the world in a broad range of markets, including the oil, gas and petrochemical industry, the fire service, the construction industry, mining and the military. MSA's core products include self-contained breathing apparatus, fixed gas and flame detection systems, portable gas detection instruments, industrial head protection products, fire and rescue helmets, and fall protection devices.</p> <p>By the numbers, we've developed thousands of products, own hundreds of patents and have a global reach into the millions to keep in motion our mission that began 100 years ago. Take a few minutes to explore our milestones by decade. Select <a href="#">View All Events This Decade</a> for the full list of accomplishments. For further details a link is provided on the Link Reference document attached to this proposal.</p> <p>MSA is an organization fully committed to protecting the health and safety of our customers, and we spend countless hours developing, testing, and evaluating our products to ensure we achieve our goals. Our company was founded in 1914 from humble beginnings and has grown to include more than 4,800 employees across the world, protecting workers in more than 140 countries. But we've never forgotten who we are, or who we work for: our customers. Their satisfaction and safety are our top goals, every day.</p> <p>MSA's values are the foundation of our company culture. Our seven core values define who we are and what make us truly stand apart. Most of all, they are encompassed by a "culture of safety" that helps to ensure we never lose sight of our mission and how it applies to our very own people around the world.</p> <p>MSA Core Values:  Customer Focus  Integrity  Speed &amp; Agility  Innovation &amp; Change  Diversity &amp; Inclusion  Teamwork  Engagement</p> <p>Additional details provide on Link Reference document.</p>
11	What are your company's expectations in the event of an award?	<p>Upon award MSA expects to integrate the Sourcwell contract into our sales practices. This would start with training our sales force, internal sales team, customer service and our distribution network on the parameters of this contract. During this time, we would also integrate the Sourcwell contract into our marketing materials on our website. Internal measures would be established to ensure that all contract orders and activities are reported, in order to effectively and accurately communicate contract information and fees to Sourcwell.</p> <p>Above all, if the awarded this contract, it would be our expectation to promote this procurement avenue so that we can more effectively meet the needs of our end-user customers which in turn will drive customer satisfaction and reinvestments into our safety products.</p>
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>As we pursue our mission to be the world's leading provider of safety solutions that protect workers when life is on the line, we leverage our strong pipeline of diverse talent and high-performance culture to drive superior financial performance that creates shareholder value.</p> <p>MSA has been in business for over 100 years, and we have established a very strong financial base. MSA is a publicly traded company that meets all SEC requirements. Our core value of integrity is part of the foundation of our financial strength. For complete financial details, please utilize the financial link provided on the attached Link Reference document. At this link, you will find our annual reports, quarterly results, SEC filings, and other financial fundamentals. For your convenience, the current MSA Annual Report is attached to this proposal.</p>
13	What is your US market share for the solutions that you are proposing?	MSA's estimated market share within the U.S. is 45%.
14	What is your Canadian market share for the solutions that you are proposing?	MSA's estimated market share within Canada is 50%.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	MSA has never petitioned for bankruptcy.

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>(b) MSA would best be described as a manufacturer of safety products and PPE. MSA has a sales force of 78 members who are located strategically across the US and Canada. These individuals are employees of MSA, and they work closely with our distribution network to support the needs of end-user customers. The MSA Distribution Network consists of 400+ partners covering the US and Canada. Each of these distributors has their own sales force dedicated to supporting the needs of the customers in their region. For this contract, MSA would mainly be partnering with our Fire Service distributors in the US and Canada.</p> <p>As for the service, MSA has factory service centers in the following locations throughout the US and Canada (Murrysville, PA, Chicago, IL, Houston, TX, Edmonton, AB, and Toronto, ON). In addition, many of our distributors are certified to repair MSA products, including in many cases mobile service capabilities for select MSA products including SCBA and portable instruments. In addition, MSA provides CARE tech training for care and maintenance of the SCBA. These training programs are offered to our authorized dealer networks and can also be a great value-add for an end-user that wishes to become certified if they meet the product and tools support requirements.</p>	*
17	<p>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.</p>	<p>MSA holds a license to conduct business in the United States and Canada. MSA maintains current ISO 9001 quality management system certification for all major production and service locations. In addition, MSA holds many ISO 17025 certifications which allows our labs to conduct 3rd party testing and complete self-certifications on specific product lines. A link to our ISO certification page is provided in the attached link reference document.</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>MSA has never been issued a suspension or debarment.</p>	*

**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>MSA was named a Pittsburgh Post-Gazette Top Workplace consecutively from 2019 through 2023.</p> <p>In 2021, MSA was named America's Best-In-State Employers Pennsylvania, The Best Employers for Diversity, America's Best Midsize Employers and The Best Employers for New Grads all by Forbes.</p> <p>MSA won an Edison Award for LUNAR in the category for Tactical Imaging Technology in 2021. Being recognized with an Edison Award™ is one of the highest accolades a company can receive in the name of innovation and business success. The Edison Awards honor excellence in new product and service development, marketing, human-centered design and innovation.</p> <p>In 2022, MSA was named America's Most Responsible Companies by Newsweek and The Best Employers for Diversity by Forbes.</p> <p>In 2023, MSA was named America's Most Responsible Companies by Newsweek and America's Climate Leaders by USA Today.</p> <p>For 2024, MSA was named America's Greenest Companies by Newsweek.</p> <p>For your reference, the 2022 Impact Report was added to the attached document section, and a link to this portion of our website was provided on the link reference document.</p>
20	What percentage of your sales are to the governmental sector in the past three years	MSA estimates that roughly 25-30% of our total sales have been in the government sector over the past three years.
21	What percentage of your sales are to the education sector in the past three years	MSA has less than 1% sales in the education sector over the past three years.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>MSA participates in the Houston-Galveston Area Council (HGAC) contract. We have been a participant in this contract since 2018. MSA averages about 1-2 direct orders on this contract per year. However, we have a lot more activity directly through our channel partners as a part of the HGAC contract. HGAC allows MSA to assign our channel partners directly to this contract. As a result, MSA does not have a complete report on the business that goes through this contract annually. MSA estimates that \$1.5M-2M goes through this contract annually.</p> <p>MSA holds one direct State contract. This would be the State of New Jersey Contract. Just like HGAC, MSA assigns our NJ distributors to this contract, so based on this practice, we do not have an estimate as to how much business goes through this contract. MSA does not hold any other direct state contract. Much of our business goes through our distribution network, and as a result most of these state contracts are held by our distributors.</p>
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	MSA does hold our own GSA contract. This GSA contract is on the GSA MAS schedule. Several years ago, MSA opened this contract to state and local government. MSA does not have any distributors assigned to our contract. All sales on this GSA contract go direct through MSA. MSA estimates that our average annual sales through this contract are \$8M-\$10M. With most of these sales going to Federal government end-users. For your reference, MSA's GSA contract number is 47QSMS24D0018.

**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 *
Minneapolis Fire Department, MN	Deputy Chief Sean Olson	612-673-2028
Prince William County Fire Department, VA	Deputy Chief Frank Orefice	703-792-6800
Clark County Fire Department, NV	Mark Flesher	702-858-2839
London Fire Department, Canada	Chief Richard Hayes	519-521-4518

**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 *
LA County Fire Department	Government	California - CA	SCBA and SCBA accessories	\$26 Million	\$26 Million
City of Boston	Government	Massachusetts - MA	SCBA and SCBA accessories	\$10 Million	\$12 Million
US Army	Government	District of Columbia - DC	SCBA and SCBA accessories	\$10 Million	\$10 Million
LA City Fire Department	Government	California - CA	SCBA and SCBA accessories	\$25 Million	\$25 Million
US Air Force	Government	District of Columbia - DC	SCBA and SCBA accessories	\$60 Million	\$60 Million

**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.	MSA has 78 sales associates who support the needs of the end-user customers in the US and Canada. These associates work closely with MSA's 400+ distributors to provide sales and service support. While MSA does take some orders direct from time to time, most of our sales in the US and Canada go through the distribution network.
27	Dealer network or other distribution methods.	MSA has a distribution network of 400+ partners in the entire US and Canada. Each of these distributors has their own sales force, and in many cases their own service teams. This contract would be primarily supported by MSA's fire service distribution network. Customers can utilize this site to find the MSA distributor that covers their region for both sales and service support. For your reference, the MSA Distributor Locator link has been added to the link reference document attached to this proposal.
28	Service force.	As for service, MSA has factory service centers in the following locations throughout the US and Canada (Murrysville, PA, Chicago, IL, Houston, TX, Edmonton, AB, and Toronto, ON). In addition, many of our distributors are certified to repair MSA products, including in many cases mobile service capabilities for select MSA products including SCBA and portable instruments.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The strategy would be to process most of these contract orders through the MSA distribution network. MSA works closely with our distribution network on all occasions. An initial training would be provided for our channel partners on the process for Sourcwell contract orders. In addition, MSA will work closely with the distributor throughout the process. We will ensure the correct pricing and terms are quoted. MSA monitors all opportunities in our CRM system. Sourcwell opportunities will be identified and tracked in this system. In addition, a tracking code will be placed on all Sourcwell orders at the time of order entry so that they can be easily identified and reported on for internal metrics and external audits.</p> <p>On some occasions, MSA might process a Sourcwell order direct. These direct orders will be identified and coded at the time of order entry.</p> <p>This process will be defined in our ISO procedures, and all parties will be thoroughly trained.</p>



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.	MSA Customer Service is available via telephone and email in the U.S. and Canada from 8 AM to 5 PM Monday through Friday. They're measured against a 24-hour response time goal.  MSA's Customer Service is comprised of a tenured and knowledgeable team of associates known to provide tremendous value. They assist with Pre-Sales Support by providing product support and recommendations. They assist with sales orders and are involved in processing purchase orders, providing pricing and availability information, order status and delivery details. They're also involved with post-sales support by assisting with shipment tracking, issue resolution, product support with use and troubleshooting, repair service notifications, authorizations credit and corrected invoice requests.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	MSA plans to offer the products and services defined in this contract to eligible Sourcewell member entities in the US. MSA has a dedicated sales team and distribution network for product sales, service and support in the US.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	MSA plans to offer the products and services defined in this contract to eligible Sourcewell member entities in Canada. MSA has a dedicated sales team and distribution network for product sales, service and support in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All products include in this RFP are available for both the U.S. and Canadian Regions.	*
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?	MSA plans to offer the Sourcewell contract as a procurement option for any eligible customer in the US and Canada for the products defined in this proposal. MSA has other procurement options available for our end-user customers, and we will work with these customers on a case-by-case basis to find the purchasing option that works best for them. Via the terms and conditions of other cooperative contracts, MSA does not have any limitations in supporting and promoting 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.	MSA's standard shipping policy for direct orders into Hawaii, Alaska and the US Territories is prepaid and add, so the customer would be responsible for all freight charges. However, if orders are placed through our distribution network, our distributors have their own freight policies, so terms would be communicated on an order-by-order basis.	*

**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.	<p>To effectively market the Sourcewell contract to customers and prospects, MSA will build awareness through features and content on the MSA website and blog. This content will be promoted via email marketing through nurture campaigns, email newsletters, and our blog digest.</p> <p>As part of the marketing effort, automated emails promoting the Sourcewell contract can be sent to targeted prospects whenever a Sales Opportunity is created in the MSA CRM system.</p> <p>A marketing effort will also be launched to our channel partners to inform and educate people about the benefits of the contract. This will be done through dedicated, ongoing email campaigns.</p> <p>Additionally, Sales Tools and collateral will be created to enable our MSA and channel partner sales teams to effectively communicate the advantages of the Sourcewell partnership.</p> <p>For your reference, an example marketing form is attached.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>MSA leverages data and advanced technology to impact all phases of the marketing funnel. We drive awareness through an organic and paid social strategy, as well as run Search Engine Marketing, media network advertising, and comprehensive trade website advertising based on audience profiles of engaged users.</p> <p>We engage and convert our audiences with thought leadership content such as blogs and webinar speaking opportunities and deploying email nurture campaigns via Marketing Automation (Marketo).</p> <p>MSA employs advanced targeting tactics through leveraging our CRM (Salesforce) data and Marketing Automation system to run time-phased replacement cycles and cross-sell/upsell campaigns. Through programs built for Product Interest Scoring and Lead Scoring, we can identify buying intent and serve relevant and personalized content to prospects and customers.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>MSA views Sourcewell's role in promoting this contract as one as being a partner. MSA will take the lead in promoting this contract. We will thoroughly train our sales force and internal teams on the parameters and workings of the contract. We will also train our participating distributors, so that they can effectively assist in the communication/promotion of this contract. MSA will update our website and marketing materials to incorporate this Sourcewell contract.</p> <p>For Sourcewell's part, MSA would look for guidance and best practices to promote the contract. We would look for assistance with end-user customer questions regarding prior utilization of the contract and historical data.</p> <p>The overall strategy would be for MSA and Sourcewell to work as a team to service the needs of the end-user customers by providing a streamlined procurement initiative.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	MSA does not plan to have an e-procurement ordering process for this contract. Due to the technical nature of the products that MSA is listing on this contract, it does not make sense to utilize e-procurement. Many of the items that would be ordered under this contract require the end-user customer to work closely with an MSA sales rep or distributor rep to transact the order.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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40	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>At the time of sale and thereafter a customer can expect standard product training, operational usage, basic care inspection and maintenance. This training may be provided by an MSA associate and/or Channel Partner Representative. There is no additional cost to this level of training and would be provided in conjunction with the product(s) operating manual.</p> <p>MSA-U is another value-add offering via online training and education at no additional costs. These training courses are optional but provide additional videos, PPT, and online assessments for an end-user to sharpen his or her skill sets. A free online account can be set up through the MSA website.</p> <p>In addition, MSA offers a next level training focused on specific care, maintenance, repairs and SCBA testing. This is a certified level of training provided by an MSA CARE Instructor. Upon request, a customer must meet the requirements and obtain possession of a POSI 3 USB applicable tester (3rd party) and the appropriate tools list. SCBA Care certification is good for 6 years, with a 3-year passing facility audit. Price lists for these training options along with required tools list are attached under the pricing proposal.</p>
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41	Describe any technological advances that your proposed products or services offer.	<p><b>G1 Summary</b> The G1 SCBA is at the center of the MSA Connected Firefighter Platform. This platform approach allows for the capability to upgrade over time to stay ahead of technological advancements that enter the market.</p> <p><b>Integrated Thermal Imaging Camera (iTIC)</b> The integrated thermal imaging camera (iTIC) displays a clear thermal image on the color display of the control module. The iTIC option is compatible with all pre-existing versions of the G1 SCBA and requires no new or additional power sources. The camera sensor is built directly into the G1 SCBA control module. TIC mode is controlled easily through buttons on the control module. With TIC mode engaged, the user can toggle the display between multiple user-defined color palettes to improve thermal scene visibility.</p> <p><b>Voice Amplification</b> Voice amplification is integrated into the user's facepiece, without adding batteries or electronics to the facepiece itself. Microphones in the regulator capture the user's speech and is outputted through a speaker module on the shoulder. The microphones in the regulator also has a sensor to reduce inhaled breath, making electronic communication clearer for those on the fireground.</p> <p><b>Bluetooth®</b> Bluetooth capability comes standard with every G1 SCBA. The G1 SCBA seamlessly connects to a number of radio manufacturers, including Motorola, JVC Kenwood, BK Technologies, and L3Harris to create a SCBA to two-way radio voice communication system via a Bluetooth pairing connection. Using microphones built within the MSA G1 Regulator, the system recognizes and eliminates all background noise, allowing for crystal clear communication within the loudest of environments. When the low pressure warning device is activated and the user is in full alarm, voice communication is the only sound transmitted. This integrated solution provides ideal fireground communications from firefighter to incident command. Bluetooth also allows to connect the SCBA to a computer for adjusting SCBA configuration settings to better align with the department's standard operating procedures, as well as enable software upgrades to the SCBA as they become available with technological advancements.</p> <p><b>Rechargeable, Central Battery</b> The G1 SCBA comes available in a single, central battery that powers the entire SCBA's electronics (including HUD, PASS, integrated thermal imager, etc.). The battery is available in an industry-first lithium-ion rechargeable battery that significantly reduces the time and resources it typically requires to change alkaline batteries to power the SCBA.</p> <p><b>Adjustable, Swiveling Lumbar Pad</b> The adjustable lumbar pad provides three height adjustment positions for optimal fit, which can be adjusted in a jump seat. The adjustable lumbar pad includes a swivel feature that enhances freedom of movement and optimizes SCBA weight distribution.</p> <p><b>Connected Firefighter Summary</b> The MSA Connected Firefighter Platform is a system of devices and solutions to help keep your team safe, connected, and able to make proactive and confident decisions – on and off the fireground. The platform is comprised of the G1 SCBA, MSA HUB Fire Service, LUNAR® Connected Device, and FireGrid™. The Connected Firefighter Platform is supported by our cloud connected products which enable enhanced incident management operations, inventory management, and automated/digitized reporting and analytics.</p> <p><b>LUNAR Summary</b> As part of MSA's Connected Firefighter Platform, LUNAR® Connected Device and FireGrid provide enhanced connectivity, search and rescue technology, and situational awareness—on and off scene. These devices and solutions can help with keeping the entire team connected, locating a downed team member, accounting for the entire crew, and automatically notifying all team members, including Incident Command, that there is an alarm.</p> <p><b>HUB Summary</b> The MSA HUB is an accountability solution providing air management and event data for local and remote monitoring. The wireless cloud solution also provides automatic/digitized event reporting for post-incident evaluation.</p>
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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>MSA is committed to conducting our business in an environmentally sustainable way and ensures the protection of our natural resources. Continuous improvement of our global processes is managed through the MSA Operating System and our environmental management systems.</p> <p>MSA has set a 1.5-degree Celsius carbon reduction target, reducing our scope one and two emissions by 42% by 2030.</p> <p>We recycled 1,166 metric tons of materials globally in 2021.</p> <p>MSA is manufacturing products like the MSA V-Gard Green which is a hard hat produced from green high-density polyethylene (GHDPE), a biopolymer made from sugarcane-based ethanol. GHDPE is a renewable resource because sugarcane growth exceeds the rate of harvest.</p> <p>A link to the Environmental Sustainability portion of our website has been included on the attached Link Reference document. Through this link you can read about the above initiatives and more.</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.	Currently MSA does not hold any third-party issued eco-labels and/or certifications related to the products offered in this proposal.
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.	MSA is classified as a large business concern. That said, we have an approved small business subcontracting plan, and as a part of this plan we support small business when possible. We have an internal process to review all suppliers and identify small business options. In addition, most of our distributors are classified as small business concerns, including women or minority business entity and veteran owned to name a few.
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>With more than 15 patents, the G1 SCBA platform includes several breakthrough features, such as the elimination of electronic components from the facepiece; a "Central Power" design that powers the entire unit from a single, rechargeable battery; darkness- and smoke-piercing "buddy lights" that provide visible indicators of critical air supply data from any angle; and improved voice amplification communications, all of which are standard G1 features.</p> <p>From a comfort perspective, the G1's unique ergonomic design, combined with an adjustable waist belt and wide shoulder straps, allows SCBA weight to be distributed more evenly on a firefighter's hips. Collectively, these features make the SCBA more comfortable when worn for longer periods of time.</p> <p>In addition to MSA's respiratory protection devices, we also offer a full line of firefighter safety solutions that include turnout gear, hoods, boots, helmets, thermal imaging, accountability, and software solutions.</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).	It is by regulatory requirements and offerings that some if not many of these products must meet various national standards to include, but not limited to NFPA, NIOSH and OSHA standards. MSA remains in good standing with these requirements and has a dedicated team made up of engineers and specialists when designing and submitting for these regulatory approvals. These standards are often communicated and reviewed with the end-user, so they better understand the product requirements and performance levels.
47	Describe how your product can be cleaned and decontaminated to prevent exposure to carcinogens.	The entire SCBA can be cleaned per the G1 Operating manual with the recommended Confidence Plus 2 cleaning solution or a mild cleaning solution if Confidence Plus 2 is not available. Additionally, the SCBA can be cleaned in an MSA qualified SCBA washing machine. Reference the attached cleaning and decon documents.

**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?	As described by MSA's warranty terms and conditions, MSA's warranty is inclusive of parts and labor for products under warranty when repaired by MSA authorized entities. Complete warranty details are provided on the warranty link on the attached Link Reference document.
49	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Products must be used according to the manuals, specification, and warranty terms and conditions to be eligible for warranty coverage. These terms and conditions can be found on the above-mentioned warranty link.
50	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Authorized MSA repair and service entities compensation for warranty repair and service is inclusive of travel time and mileage.
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?	MSA's distributor and service model provides geographic coverage for the entire United States and Canada.  MSA has factory service centers in the following locations throughout the US and Canada (Murrysville, PA, Chicago, IL, Houston, TX, Edmonton, AB, and Toronto, ON). In addition, many of our distributors are certified to repair MSA products, including in many cases mobile service capabilities for select MSA products including SCBA and portable instruments. This encompasses both standard repair work and warranty service.
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?	MSA will pass on all 3rd party warranty coverages onto the Purchaser/Customer for any applicable components or accessories not manufactured by MSA. MSA will help to facilitate this warranty process between the customer and these 3rd parties.
53	What are your proposed exchange and return programs and policies?	MSA will accept the return of eligible items. The standard restocking fee is 15%. In some cases, this restocking fee could be more for items that need additional repackaging prior to restocking. The item must have shipped within the last 12 months. There are additional limitations on the return/exchange of shelf-life items, custom items, assemble-to-order items, etc. In these cases, the restocking fee might be higher or in some instances the item might not be eligible for return/exchange at all. MSA reserves the right to review all returns at the time of return and determine the eligibility.
54	Describe any service contract options for the items included in your proposal.	MSA will not be offering any service contract options as a part of this proposal. On a case-by-case basis, the local MSA distributor might offer a service contract. However, any service contract offered through our distributor would be an open market purchase and would not be considered part of this contract.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	For orders placed directly with MSA, standard direct net payment terms are Net 30-days. Accepted payment methods include check, credit card, or ACH bank payment.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	MSA will not be providing any leasing or financing options under this contract. However, since we are also listing our distributors on this contract. It is possible that on a case-by-case basis the distributor might have a leasing or financing option. This would need to be negotiated with the distributor at the time of purchase.	*
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.	<p>The majority of MSA transaction documents will be through our enterprise management systems (SAP and Salesforce). Opportunities will be tracked and monitored in our Salesforce system. Orders will be entered and processed through our SAP ERP system.</p> <p>MSA will create a terms and conditions document for customers purchasing directly through this contract. Attached is an example of the Terms and Conditions document for the GSA contract. MSA would create a similar document for this Sourcewell contract.</p> <p>In addition, MSA will have a formal policy for our distribution network that outlines the process for when a distributor utilizes this contract.</p>	*
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?	<p>For orders that are processed directly by MSA, we will accept P-card procurement from the Sourcewell member. No additional fees will be applied to the order.</p> <p>For orders processed through the MSA distributor, P-card eligibility will be on a case-by-case basis depending on the distributor's P-card policy.</p>	*

**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.	Included in the attached documents on this proposal is MSA's current list price document which includes all items to be offered under this contract. At times, MSA will require the opportunity to institute list price increases for this contract, aligning with the increases we institute for our commercial customers. At least 30-day notice will be provided prior to any price increase and price increase justification information will be provided with all increase requests.
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.	MSA is offering a baseline, fixed price of 15% off list price for all the items on the contract. MSA intends for our distribution partners to manage direct sales with the customer, and we allow for pricing flexibility to them to offer a greater discount than the baseline 15% on a case-by-case basis.
61	Describe any quantity or volume discounts or rebate programs that you offer.	MSA will not be offering a pre-determined quantity or volume discount, however we do allow our distribution partners to deviate from the baseline 15% off list as needed 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.	Requests for customized products will be reviewed on a case-by-case basis and MSA (via our distribution partner) will supply a quote for each request. An example of a customized product would be a fire department's request to have their logo designed into the SCBA cylinder carbon wrap.  If MSA launches new products during a contract period, MSA would apply the 15% baseline discount off the newly launched product's published list price.
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.	MSA offers all primary hardware in this proposal. A user may choose to purchase additional items to fit their specific needs, such as a Rapid Intervention Team (RIT) bag for MSA's RIT system (SKUs included in proposal). The preferred RIT bag can be acquired through our distribution partners and is not included in our proposal.  Additional services may be required prior to installation and on an ongoing basis and can be purchased through our distribution partners. This would include services such as respirator fit testing, SCBA flow testing, and cylinder hydrostatic testing.
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.	MSA's standard shipping policy for direct orders is prepay and add, so the customer would be responsible for all freight charges.
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	MSA's standard shipping policy outlined above applies to Alaska, Hawaii, Canada, and any offshore delivery.
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Customers have the option to pick up orders at MSA facilities if applicable. Orders can be shipped direct or through MSA distribution partners who are participating under this contract. In some cases, these distributors might offer direct delivery to the end-user location.



**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.	The pricing offered under this proposal aligns with the pricing strategy on other similar contracts held by MSA. There can be variations in pricing related to contract size, type of product, ultra-competitive situations, regional location, etc.

**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>This process starts with the upfront training that MSA will provide to our sales force, customer service team as well as our participating distributor network. In this training, the process will be thoroughly outlined to all shareholders.</p> <p>All opportunities and orders will be appropriately coded in our system as Sourcewell contract related, so that reports can easily be generated for the purpose of contract tracking and calculation of any applicable administrative fees.</p> <p>In addition, MSA has annual internal and external audits on all contracts and administrative fee processes.</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>If award the contract, listed below are some of the internal metrics that MSA will utilize to evaluate the success of this contract:</p> <ul style="list-style-type: none"> <li>*Sales volume through the contract.</li> <li>*Opportunities in our CRM system connected to the contract.</li> <li>*Market Share gains</li> <li>*Quotes generated by contract activity</li> <li>*Competitive Conversions</li> </ul>
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.)	MSA is proposing a 1% administrative fee for this contract.

**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>G1 SCBA Summary The G1 SCBA is at the center of the MSA Connected Firefighter Platform. This platform approach allows for the capability to upgrade over time to stay ahead of technological advancements that enter the market. The G1 Facepiece (part of the G1 SCBA platform) enables a complete respiratory solution for fire departments that includes NFPA-compliant SCBA, rescue, escape, and particulate &amp; CBRN respiratory protection.</p> <p>G1 – Improved Communications:  <ul style="list-style-type: none"> <li>*Speak clearly via an integrated, noise-canceling voice amplifier</li> <li>*Be heard with integrated Bluetooth radio communications</li> <li>*Communications capabilities come standard with no additional hardware required</li> <li>*Access complete and immediate communications as soon as the SCBA is placed into service</li> </ul> </p> <p>G1 SCBA – Advanced Ergonomics &amp; Situational Awareness:  <ul style="list-style-type: none"> <li>*Minimize weight, reduce stress and fatigue, and help prevent snag and entanglement hazards with the electronic-free G1 Facepiece</li> </ul> </p>

\*Experience balance and agility with adjustable sizing and lumbar support  
 \*Improve situational awareness and navigate through environments with low visibility with integrated TIC or when connected to LUNAR

G1 SCBA – Return on your investment:

\*Confidently keep the G1 SCBA for the next 15 years  
 \*Increase the G1's technology capabilities when connected to other MSA equipment, including LUNAR  
 \*Quickly and easily update the platform with simple software updates, not added-on hardware  
 \*A rechargeable battery cuts down the need to buy, replace, and monitor a series of alkaline batteries

Key Product Features of the G1 SCBA include:

\*Facepiece - The G1 Facepiece was designed without electronic components to minimize weight, reduce your stress and fatigue and improve your overall performance level. There are no electronic components on the outside of the facepiece that may result in snag and entanglement hazards. By eliminating costly electronic components, the price is reduced substantially, allowing personal issue facepieces to be a cost-effective measure. The G1 Facepiece utilizes an inhalation check valve when the second stage regulator is connected, which directs potentially contaminated exhaled air away from the second stage regulator. The G1 Facepiece can be seamlessly utilized without the G1 SCBA, but other respiratory products including MSA's PremAire Cadet Escape, RIT System, APR, CBRN APR, and PAPR.

\*Integrated Thermal Imaging Camera (iTIC) - The integrated thermal imaging camera (iTIC) displays a clear thermal image on the color display of the control module. The iTIC option is compatible with all pre-existing versions of the G1 SCBA and requires no new or additional power sources. The camera sensor is built directly into the G1 SCBA control module. TIC mode is controlled easily through buttons on the control module. With TIC mode engaged, the user can toggle the display between multiple user-defined color palettes to improve thermal scene visibility.

\*Voice Amplification - Voice amplification is integrated into the user's facepiece, without adding batteries or electronics to the facepiece itself. Microphones in the regulator capture the user's speech and is outputted through a speaker module on the shoulder. The microphones in the regulator also have a sensor to reduce inhaled breath, making electronic communication clearer for those on the fireground.

\*Bluetooth® - Bluetooth capability comes standard with every G1 SCBA. The G1 SCBA seamlessly connects to several radio manufacturers, including Motorola, JVC Kenwood, BK Technologies, and L3Harris to create a SCBA to two-way radio voice communication system via a Bluetooth pairing connection. Using microphones built within the MSA G1 Regulator, the system recognizes and eliminates all background noise, allowing for crystal clear communication within the loudest of environments. When the low-pressure warning device is activated and the user is in full alarm, voice communication is the only sound transmitted. This integrated solution provides ideal fireground communications from firefighter to incident command. Bluetooth also allows to connect the SCBA to a computer for adjusting SCBA configuration settings to better align with the department's standard operating procedures, as well as enable software upgrades to the SCBA as they become available with technological advancements.

\*Rechargeable, Central Battery - The G1 SCBA comes available in a single, central battery that powers the entire SCBA's electronics (including HUD, PASS, integrated thermal imager, etc.). The battery is available in an industry-first lithium-ion rechargeable battery that significantly reduces the time and resources it typically requires to change alkaline batteries to power the SCBA.

\*Adjustable, Swiveling Lumbar Pad - The adjustable lumbar pad provides three height adjustment positions for optimal fit, which can be adjusted in a jump seat. The adjustable lumbar pad includes a swivel feature that enhances freedom of movement and optimizes SCBA weight distribution.

\*Connected Firefighter - The MSA Connected Firefighter Platform is a system of devices and solutions to help keep your team safe, connected, and able to make proactive and confident decisions – on and off the fireground. The platform is comprised of the G1 SCBA, ALTAIR® Portable Gas Detection, MSA HUB Fire Service, LUNAR® Connected Device, and FireGrid™. The Connected Firefighter Platform is supported by our cloud connected products which enable incident management and inventory management, as well as reporting and analytics.

Local Monitoring: With advancements in technology, tablet-based local monitoring extends visibility of all connected users on-scene, devices being used and their associated statuses to Incident Command. With MSA's local monitoring application,

		<p>FireGrid Monitor, information such as alarms, warnings, search status, estimated location, teams and air status are at your fingertips to aid in confident decision making.</p> <p>Remote Monitoring: FireGrid Remote Monitoring is a web-based, live monitoring, read-only view of all your department's active incidents – from any location.</p> <p>Search and Rescue: When a device is in alarm, all LUNAR devices within the vicinity are notified with the personalization of the device in alarm and the reason for the alarm – motion, manual, or hardware. In addition to each team member being notified, Incident Command is also notified in FireGrid Monitor about which device is in alarm, when the search starts, and who is searching. When a search begins, the searcher is given distance and directional information in addition to having their thermal imaging.</p> <p>Situational Awareness: LUNAR provides personal thermal imaging with edge detection to identify hot spots and ventilation points, improving situational awareness and making it easier to navigate through environments with low visibility.</p> <p>FirstNet: LUNAR is now available for use on FirstNet, the only nationwide communications network built with and for first responders and those who support them.</p> <p>Inventory Management: In MSA's web-based application, FireGrid Web, manage assets, work orders, purchase orders, tests, people, parts, and other details for your department. This asset management application supports MSA's SCBAs, facepieces, cylinders, HUBs, LUNARs, and turnout gear. Depending on product type, asset management will retain information such as type, model, serial number, sizing information, usage status, inspection information, issued department/asset location, history or personnel assigned to, all aiding in compliance.</p> <p>Reports and Analytics: After-scene data is automatically sent, aggregated and stored for report generation and data analytics—device and incident information. Each reported incident is listed on the Reports page. Incidents can be filtered by date or alarm type, and reports can be created for each incident.</p>	
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>The G1 SCBA is the primary product related to this RFP, however there are accessory and complimentary products that seamlessly work with the G1 platform and the user's respiratory protection program. These subcategories include:</p> <ul style="list-style-type: none"> <li>*Air-Purifying Respirator equipment</li> <li>*Powered Air-Purifying Respirator equipment</li> <li>*Escape respirator equipment</li> <li>*Airline respirator equipment</li> <li>*Communications equipment</li> <li>*Accountability equipment</li> </ul>	*

**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	MSA will offer a full line of SCBA and SCBA accessories.	*
74	Breathing air compressor and compressor systems, including mobile and stationary fill stations, cascade systems, purification, and storage	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable	*
75	Related equipment and accessories related to the offering of 71 - 72 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes	*
76	Services related to the equipment described in 71 - 72 above	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable	*

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

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

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

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
  - [Pricing](#) - Sourcewell Pricing Documents.zip - Tuesday January 16, 2024 12:41:14
  - [Financial Strength and Stability](#) - Financial Documents.zip - Tuesday January 16, 2024 12:41:32
  - [Marketing Plan/Samples](#) - Marketing Plans-Samples.zip - Tuesday January 16, 2024 12:41:52
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - MSA G1 SCBA Warranty\_17.pdf - Tuesday January 16, 2024 12:42:04
  - [Standard Transaction Document Samples](#) - GSA Contract Terms & Conditions.pdf - Tuesday January 16, 2024 12:42:50
  - Requested Exceptions (optional)
  - [Upload Additional Document](#) - Link Reference Document-Sourcewell Proposal.pdf - Tuesday January 16, 2024 12:44:06

## 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. - Scott McGuire, NA Sales Channels Specialist, MSA Safety Sales LLC

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
<b>Addendum_3_Self_Contained Breathing Apparatus_RFP_011824</b> Fri January 12 2024 11:10 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_Self_Contained Breathing Apparatus_RFP_011824</b> Wed December 27 2023 08:49 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Self_Contained Breathing Apparatus_RFP_011824</b> Tue December 12 2023 05:20 PM	<input checked="" type="checkbox"/>	1