



Solicitation Number: RFP #011824

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Draeger Safety Canada, LTD, 2425 Skymark Ave, Unit 1, Mississauga, ON L4W4Y6** (Supplier).

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

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

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 may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

regardless of any claims the Participating Entity may have regarding such third party product, unless the claim, damage or loss was a direct result of Supplier's negligence. THE WARRANTIES IN THIS SECTION 2B ARE THE SOLE AND EXCLUSIVE WARRANTIES MADE WITH RESPECT TO EQUIPMENT, PRODUCTS AND SERVICES. VENDOR MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, COURSE OF DEALING, AND USAGE OF TRADE. SUPPLIER DOES NOT WARRANT OR GUARANTEE THAT ANY EQUIPMENT, PRODUCT OR SERVICE WILL BE SECURE FROM CYBER THREATS HACKING OR SIMILARLY MALICIOUS ACTIVITY, SUPPLIER DOES NOT WARRANT ANY PARTICIPATING ENTITY OR THIRD-PARTY PROVIDED NETWORK OR THE PERFORMANCE OF EQUIPMENT, PRODUCT OR SERVICE AS IMPACTED BY SUCH NETWORK CONNECTION.

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

3. PRICING

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

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within thirty (30) days at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products within thirty (30) days after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier or the Sales Channel Partner, as applicable, as soon as possible and the Supplier or the Sales Channel Partner, as applicable, will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier or the Sales Channel Partner, as applicable, must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell 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 Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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 Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities,

pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the 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 sold by Supplier under this Contract. 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 based on the value of Supplier's net revenue of all Equipment, Products, and Services sold by Supplier under this Contract during each calendar quarter. Supplier's net revenue is based on sales to Channel Partners at their contracted discounts or Sourcewell contract price where a sale is direct to a Participating Entity. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's

banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used

to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL SUPPLIER BE LIABLE TO SOURCEWELL OR ITS PARTICIPATING ENTITIES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, FOR LOST PROFITS OR LOST STORED, TRANSMITTED OR RECORDED DATA OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, EXCEPT AS EXPRESSLY STATED IN THIS CONTRACT, WITH RESPECT TO ANY MATTERS RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER THE OTHER HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME. EXCEPT FOR ITS OBLIGATION TO INDEMNIFY HEREIN, SUPPLIER'S MAXIMUM LIABILITY UNDER THIS CONTRACT IS THE GREATER OF (X) \$1,000,000 OR (Y) THREE (3) TIMES THE ACTUAL PURCHASE PRICE RECEIVED BY SUPPLIER FOR THE EQUIPMENT, PRODUCT OR SERVICE THAT GIVES RISE TO THE CLAIM.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

- \$1,000,000 each accident for bodily injury by accident
- \$1,000,000 policy limit for bodily injury by disease
- \$1,000,000 each employee for bodily injury by disease

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

Minimum Limits:

- \$4,000,000 each occurrence Bodily Injury and Property Damage
- \$4,000,000 Personal and Advertising Injury
- \$4,000,000 aggregate for products liability-completed operations
- \$4,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles

in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

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

Failure to request certificates of insurance by Sourcwell, 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 Sourcwell 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 Sourcwell and other additional insureds for losses paid under the General Liability, Automobile Liability, and Workers' Compensation insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its

subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

21. INTENTIONALLY OMITTED

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

Draeger Safety Canada, Ltd.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 6/14/2024 | 11:26 AM CDT

DocuSigned by:
Robert Clark
By: EC4D83B9F9054D9...
Robert Clark
Title: Managing Director
Date: 6/7/2024 | 11:58 AM PDT

And DocuSigned by:
Joseph Jagdeo
By: 384544CF3DA9421...
Joseph Jagdeo
Title: Senior Financial Controller
Date: 6/14/2024 | 9:22 AM PDT

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

Vendor Details

Company Name: Draeger Safety Canada, Ltd.
www.draeger.com
Address: Mississauga, ON L4W4Y6
Contact: Kate Jervis
Email: dsdsales@draeger.com
Phone: 905-212-6623
Fax: 905-212-6623
HST#: 101479129

Submission Details

Created On: Tuesday December 19, 2023 10:15:50
Submitted On: Thursday January 18, 2024 07:58:53
Submitted By: Kate Jervis
Email: dsdsales@draeger.com
Transaction #: 8c95b353-3ee5-4040-a909-00fbe164eae1
Submitter's IP Address: 130.41.47.0

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

| Line Item | Question | Response * |
|-----------|--|---|
| 1 | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier") | Draeger Safety Canada Ltd. |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | Draeger Safety Canada Ltd. is a subsidiary of Drägerwerk AG & Co. KGaA |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | Draegerwerk AG & Co. KGaA DAX-listed enterprise traded on German stock exchange, DBA Draeger |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | N/A |
| 5 | Proposer Physical Address: | 2425 Skymark Ave, Unit 1 Mississauga, Ontario L4W 4Y6 |
| 6 | Proposer website address (or addresses): | www.draeger.com |
| 7 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Robert Clark Managing Director 2425 Skymark Avenue Mississauga, ON L4W 4Y6 Phone +1 905 212 6525 Mobile +1 416 524 0137 rob.clark@draeger.com |
| 8 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Brandon Beringer National Sales Manager Draeger Safety Canada 2425 Skymark Avenue Mississauga, ON L4W 4Y6 Mobile: 780-224-8540 Brandon.Beringer@draeger.com |
| 9 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Rania Tawfick Bilingual Sales Support Market Fulfillment Draeger Safety Canada Ltd. 2425 Skymark Ave, Unit 1 Mississauga, Ontario L4W 4Y6 DSCLSales@draeger.com |

Table 2: Company Information and Financial Strength

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

| | | | |
|----|--|---|---|
| 10 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | <p>Dräger is a leading international company in the fields of medical and safety technology. Founded in Lübeck in 1889, Dräger has grown into a worldwide, DAX-listed enterprise in its fifth generation as a family-run business. Our long-term success is predicated on a value-oriented corporate culture with four central strengths: close collaboration with our customers, the expertise of our employees, continuous innovation, and outstanding quality.</p> <p>Draeger's safety division develops, produces, and markets, products, system solutions and services for personal protection, gas detection technology and integrated hazard management. Its customers come from industry, mining, and public sectors such as fire departments, police, and disaster protection. The portfolio includes stationary and mobile gas detection systems, breathing apparatuses and personal protective equipment, professional diving systems, alcohol and drug testing devices, a varied range of training and services and projects such as entire fire training systems.</p> <p>Dräger has approximately 16,000 employees worldwide and is present in over 190 countries around the globe. The Group maintains sales and service organizations in over 40 countries. Its development and production facilities are based in Germany, Great Britain, Sweden, South Africa, the USA, Brazil, the Czech Republic, and China.</p> <p>In Canada, Dräger Safety Canada Ltd (DSCL) has been in operation for over 30 years, with the first office opening in 1988. Prior to this, Dräger had been supporting the country remotely for products such as the BG 174 (CCBA for mine rescue teams) and the PA90 (NFPA SCBA).</p> <p>Dräger has a rich company history and stable financial performance. Our staffing, organization, and installed service/sales base ensure ongoing support throughout the lifetime of the SCBA products and services. Dräger developed the first breathing apparatus in 1904 and we have been in the safety manufacturing field for over 110 years.</p> <p>Dräger is the oldest and most experienced SCBA manufacturer in the world. Dräger produces more SCBAs than any other manufacturer in the world.</p> | * |
| 11 | What are your company's expectations in the event of an award? | Our expectation is that we will be able to promote the Sourcewell contract as an efficient way for our municipal customers to make purchases of our products. We would like to build a working relationship with Sourcewell to give our customers confidence that we are vetted as an appropriate and reliable vendor of high-quality products that serve their needs. | * |
| 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>Draeger has 3Billion Euros in sales globally in 2022. Our annual report from 2022 is provided (Please see attached under Financial Strength & Stability)</p> <p>Ad hoc notification on financial performance: Lübeck, December 13, 2023 – Dräger's net sales and earnings in the current fourth quarter of 2023 have so far exceeded the Company's expectations. This is due to continued high net sales recognition with high-margin products and effective cost management. Dräger therefore expects to exceed its previous forecast for fiscal year 2023. Accordingly, net sales could even grow by more than 11.0 percent net of currency effects, which corresponds to nominal growth of more than 8.5 percent, and EBIT could reach more than 4.0 percent of consolidated net sales. In October, Dräger had already raised its forecast for the EBIT margin to between 2.0 and 4.0 percent due to the positive business development. The original forecast range for fiscal year 2023 was for currency-adjusted net sales growth of between 7.0 and 11.0 percent and an EBIT margin of 0.0 to 3.0 percent.</p> | * |
| 13 | What is your US market share for the solutions that you are proposing? | Draeger Safety Canada Ltd does not sell in the US. | * |
| 14 | What is your Canadian market share for the solutions that you are proposing? | Draeger Safety Canada has approximately 8% to 25% market share depending on the product. | * |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | NO | * |

| | | | |
|----|---|--|---|
| 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>Draeger Safety Canada Ltd is a sales & service subsidiary of Draeger (headquarters in Germany), as such we are best described as manufacturer. We have 5 Draeger-owned service centers across the country to provide service, technical training and rental. We have Regional Sales Managers (across the country who support our distributors. Draeger sells to many industrial safety and public safety markets.</p> <p>We sell through distribution (Channel Partners). Our Firefighting SCBA will be available through Brogan Safety in Western Canada and 1200 Degrees in Ontario under the Sourcewell contract. These companies are independent from Draeger, and authorized to sell our products. Both companies have Fire Service-specialist sales force and service capabilities.</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>Draeger's carries ISO certifications for our Quality Management System. Our SCBA are certified by NIOSH and NFPA and meet relevant CSA, ULC standards as required. Some items are certified to EN standards.</p> | * |
| 18 | <p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p> | <p>N/A</p> | * |

Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * | |
|-----------|---|---|---|
| 19 | <p>Describe any relevant industry awards or recognition that your company has received in the past five years</p> | <p>In the past 5 years we have won several "red dot design" awards for various products including, our X-am 8000 multigas detector with PID, our PAC single gas personal monitors, our Alcotest 5000 breathalyzer and our HPS SafeGuard helmet for firefighting.</p> <p>Additionally, we have been awarded Gold Standing by Evocadis, an organization that provides monitoring of sustainability in global supply chains. Our marketing programs have won awards such as Exhibitor Magazine Sizzle Award 2022: FDIC Drägertown 2021, which was our largest fire service tradeshow in North America in Indianapolis, Indiana.</p> <p>**Please see Awards document attached in Zip file under 'Additional Documents**</p> | * |
| 20 | <p>What percentage of your sales are to the governmental sector in the past three years</p> | <p>Approx 30% of sales are to municipalities.</p> | * |
| 21 | <p>What percentage of your sales are to the education sector in the past three years</p> | <p>Less than 5% of sales are to education sector</p> | * |
| 22 | <p>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> | <p>We do not hold such contracts at the present time.</p> | * |
| 23 | <p>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?</p> | <p>We are qualified under two National Master Standing Offers with the Federal government for law enforcement products and fire protection products. Sales volume is over \$1M.</p> | * |

Table 4: References/Testimonials

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

| Entity Name * | Contact Name * | Phone Number * | |
|---|----------------|----------------|---|
| Thunder Bay Fire Department | Dave Paxton | (807) 629-8743 | * |
| West Nipissing Fire Department, Ontario | Frank Loefen | (705)491-5847 | * |
| Altona Fire Department | Greg Zimmerman | (204) 324-8500 | * |

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 * | |
|----------------|---------------|--------------------|-------------------|------------------------|----------------------------------|---|
| N/A | Government | ON - Ontario | Sales and Service | >1,000,000 | >\$5,000,000 | * |
| RMWB | Government | AB - Alberta | Design and Build | >\$1,000,000 | >\$3,000,000 | * |
| CITY OF OSHAWA | Government | ON - Ontario | Design and Build | >\$1,000,000 | >\$1,000,000 | * |
| N/A | Government | ON - Ontario | Sales and Service | >\$10,000 | >\$1,000,000 | * |
| N/A | Government | MB - Manitoba | Sales and Service | >\$10,000 | >\$200,000 | * |

Table 6: Ability to Sell and Deliver Service

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

| Line Item | Question | Response * | |
|-----------|--------------|--|---|
| 26 | Sales force. | Draeger Canada directly employees 14 Regional Sales Managers (RSMs) across Canada. Ontario is the largest municipal market for SCBA, followed by Quebec and British Columbia. Ontario and Quebec are served by 5 RSMs, and British Columbia by 2. These three markets are also supported by Draeger operated service centers, further described in Line 28. Our sales force is thoroughly trained and highly experienced. The average tenure of our sales force is over 10 years. A quarter of the sales force are active volunteer or retired fire fighters, and bring extensive and direct knowledge of this market to the Sales team. | * |

| | | |
|----|---|---|
| 27 | Dealer network or other distribution methods. | <p>Draeger Canada serves the Municipal Market through a dedicated group of highly trained Channel Partners Across Canada. Please see below Summary & 1200 Degrees document attached under 'Other'</p> <p>Partner : Brogan Fire and Safety Years doing business together: Celebrating a decade-long partnership with Draeger, Brogan Fire and Safety is delighted to present the most up-to-date Firefighting Safety Solutions from Draeger. The right personal protective equipment for firefighters. No matter what your crew faces, Brogan Fire and Safety has a solution to keep them safe. Brogan Fire & Safety has grown to be the preferred distributor and service provider for the most recognized and respected manufacturers in the world of safety. We are a national company with local roots in the communities we serve. We also strive to support the communities in which we live and conduct business in, through supporting and engaging with our communities.</p> <p>Fit Testing Service Brogan Fire and Safety offers quantitative fit testing services at each of our facilities and as part of our onsite services. This includes fit-testing reusable respirators with cartridges and filters, and tight-fitting facepieces that are used with powered or supplied air systems. Each test is performed by qualified personnel and follows all CSA standards. A full detailed report of the completed fit test is provided upon completion.</p> <p>Breathing Air Servicing We are a certified service center for all three major brands of breathing air equipment including Draeger. We perform flow checks, scheduled weekly/monthly cleaning and disinfecting servicing, filter changes, and the changing out and refilling of air cylinders. We also provide detailed reports of annual tests and certification for each unit, including hydrotest information on cylinders and air samples according to CSA standards. If any of your equipment is damaged, we also offer in-shop or mobile service repairs as well as having breathing air equipment for sale or rent.</p> <p>Partner: 1200 Degrees</p> <p>Years Doing Business Together: 1200 Degrees is pleased to offer the latest firefighting safety solution from Draeger. For almost 100 years, firefighters worldwide have trusted Draeger for reliable equipment, services, and training based on real-world experience. As an authorized channel partner of Draeger Safety Canada for more than 15 years, 1200 Degrees is committed to delivering top-notch safety solutions to our valued customers.</p> <p>1200 Degrees proudly serves as the exclusive Draeger distributor in Quebec and Ontario. Whether you require SCBA breathing apparatus, gas detectors, or other firefighting essentials, our dedicated teams are ready to address your inquiries. Recognizing that the key to effective firefighting lies in the quality of equipment, we are committed to providing top-notch solutions to meet your safety needs.</p> <p>Through the excellent quality of our products and the sharp expertise of our employees, we ensure optimal protection and performance for all emergency responders in firefighting.</p> <p>Dedicated to the quality of its products and services, 1200°, a group formed by the companies Techno Feu Inc., Boivin & Gauvin Inc., and Darch Fire, represents the premier distributor of firefighting equipment and vehicles in Quebec and the eastern part of Canada.</p> <p>1200° is committed to maintaining an experienced team always at the forefront of technology and providing outstanding service to its customers through innovative products and a commitment to well-informed assistance. Through the excellent quality of our products and the sharp expertise of our employees, we ensure optimal protection and performance for all emergency responders in firefighting.</p> |
| 28 | Service force. | <p>Draeger has 6 service centers across Canada with Draeger Academy certified Technicians and Trainers.</p> |
| 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>Participating entities will place orders through Channel Partners listed in this RFP. Draeger Safety Canada will collect data using an internal promotion code to identify the orders and will report quarterly to Sourcewell. Draeger Safety Canada works closely with our Channel Partners through the sales process.</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. | <p>Draeger has a team of bilingual customer service agents who process orders during business hours M-F. Orders are entered by the end of the following business day. Municipal customers can place their orders with our Channel Partners, who in turn will order from us. Our channel partners pride themselves on providing excellent customer service.</p> |

| | | | |
|----|--|---|---|
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | Draeger Safety Canada will only provide products and services in Canada. | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | Draeger Safety Canada is able and willing to provide products and services throughout Canada. Our sales force covers all provinces and territories. | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | The province of Quebec is out of scope as per the Sourcewell contract. | * |
| 34 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | We provide our customers a choice to how they wish to procure products and place orders. | * |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | N/A | * |

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>Draeger Safety Canada Ltd. has a well-established in-field resources to communicate and promote Sourcewell contract opportunity cross Canada.</p> <ul style="list-style-type: none"> · Draeger has sales representatives for each province and territory. A dedicated sales team to provide sales support to Canadian customers. · There are 6 Draeger services centers located in the East, Central and West region. · Draeger has a specialized fire service distribution network across the country. Draeger distributors cover each province and territory. <p>Draeger sales managers, service technicians and distributors directly engage, communicate, and support local customers throughout the year. The following are examples of sales and marketing activities.</p> <ul style="list-style-type: none"> · In-person customer visits, demonstrations, and product services. · Exhibit at different industry trade shows and conferences. · Support colleges and universities education programs through sponsorships and product donations · Provide on-site and online customer training and services. · Draeger is the “Official SCBA Supplier” of FireFit Championship – from 2022 to NOW (https://firefit.com/). Through over 11 regional and national FireFit Championships per year, Draeger communicates and engages Canadian fire services communities. · Promote Draeger technologies and business partner’s activities and offerings through various social media platforms (e.g. LinkedIn, Facebook, YouTube, Instagram), paid medias (such as Canadian Fire Chief Magazine, https://www.firefightingincanada.com/, https://www.ohscanada.com/) to increase brand and product awareness among existing and potential customers. | * |
| 37 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | <p>Draeger Safety Canada uses different social media platforms to communicate to Canadian customers, promote Draeger technologies, business partner’s activities and share social responsibilities. Following are the major social media that Draeger frequently uses to release content.</p> <ul style="list-style-type: none"> · LinkedIn - Dräger: My Company LinkedIn · Facebook - Dräger Facebook · Instagram - Login • Instagram · YouTube - Dräger Corporate Movie (youtube.com) <p>Draeger uses multiple analytics tools to track, analyze and improve effectiveness of marketing campaigns, promotions, and social media posts. Those tools include:</p> <ul style="list-style-type: none"> · Adobe analytics · Google Search Console · HubSpot · Bing Webmaster Tool, · Bitly QR codes · LinkedIn Campaign Manager · Brandwatch | * |

| | | |
|----|---|---|
| 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>Draeger Safety Canada is willing and able to provide marketing support and in-field sales and service assistance to the municipalities and institutions with access to the Sourcewell program. As a successful proponent, we will ensure our Internal Teams are aware of the contract and which customers have access to purchase through Sourcewell. We will encourage our sales team to ask customers if they have considered using Sourcewell as a means to streamline their vendor selection. Our sales Channel Partners will be informed and provided with a promotion code to be used to signify a Sourcewell contract with contract pricing. Draeger frequently provides digital content to support channel partner marketing.</p> <p>External communication that we may use could include social media posts, paid media and promotion at tradeshow and conferences.</p> <p>If Sourcewell awards this contract to DSCL, Draeger will provide marketing support, in-field sales, and service assistance to Sourcewell participating entities in Canada. The following sales process will take place.</p> <ul style="list-style-type: none"> · Draeger Internal Communication – marketing, sales and service team will receive the Sourcewell's contract award information, including the latest list of Sourcewell's Participating Entities. Marketing communication plan will be initiated. · Draeger Distributor communication – Inform Draeger Fire Services distributors of Sourcewell's award contract, and order process. Draeger provides digital content to support distributor promoting contract opportunity. · External Communication <ul style="list-style-type: none"> o Social medias – release SoMe posts of Sourcewell's Contract award o Paid medias – e-blast and paid ads of Sourcewell's contract o Tradeshow & Conferences – engage Sourcewell's Participating Entities in the region. <p>As part of our sales process, our Channel Partners and Regional Sales Managers will ask if Sourcewell has been considered as an approach to streamline the vendor selection and purchasing process.</p> |
| 39 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | <p>Draeger products and services are not available through e-procurement ordering at the time of RFP submission. However, Draeger will introduce web-based e-shop in the first quarter of 2024. This e-shop will be available to Draeger distributors.</p> <p>Draeger is in the process of evaluating EDI set up with various e-procurement portals such as Ariba, SPS Commerce and Commport.</p> |

Table 8: Value-Added Attributes

| Line Item | Question | Response * |
|-----------|--|--|
| 40 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>User Operational Training is provided by Channel Partner and Regional Sales Manager. This includes a review of content in the Instructions for Use.</p> <p>Draeger Academy Certified Trainers provide: Level I Technical Training Virtual or In-person Level II Technical Training (Level I is a pre-requisite), Virtual or In person Level II Recertification, Virtual or In person</p> |
| 41 | Describe any technological advances that your proposed products or services offer. | <p>Draeger SCBA is Easy to Decontaminate (both the respirator and the harness) which reduces risk of viral or toxic contamination.</p> <p>Draeger offers electronic voice amplifiers that exceed the requirements of the NFPA standard.</p> <p>Draeger's optional FPS 7000 Team Talk (mask to mask communication) enhances fireground safety by offering unique and valuable communication channels that can aid rescue.</p> <p>Draeger fits the widest range of firefighters due to the extendable backplate.</p> <p>Draeger SCBA reduces fatigue and strain due to highly ergonomic, articulating waist pad.</p> |

| | | | |
|----|---|--|---|
| 42 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | <p>Sustainability is deeply embedded in our corporate ethos and forms an integral part of our mission, resonating with our motto 'Technology for Life'. Our Chairman of the Executive Board, Stefan Dräger, emphasizes this commitment, signifying our responsibility to contribute positively to both people and the environment. We continually strive to mitigate environmental impact through our products, processes, and resource conservation measures while actively managing potential risks associated with our operations.</p> <p>As part of our commitment, we have integrated sustainability into our corporate strategy, allowing for greater transparency, expanded scope, and improved comparability in reporting sustainability initiatives. Our 2022 annual Sustainability Report, accessible at Link: Sustainability Report, provides comprehensive insights into our sustainability endeavors. To address our environmental impact, we've set ambitious CO2 emission reduction targets. We committed to an 11% reduction in CO2 emissions from 2015 to 2020, and further pledged a 29% reduction from 2015 to 2025. We're proud to report that we are on track to meet both commitments.</p> <p>Our sustainability efforts have been recognized with a Gold-Rating in our Sustainability assessment, conducted by the EcoVadis Institute. Included in this response, you'll find our certificate and assessment report, affirming our dedication to sustainable practices and responsible business operations.</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. | There are no third-party certifications related to green initiatives that have been issued for our products offered under this RFP opportunity. | * |
| 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. | <p>Our Sustainability Report 2022 has details of our Social concepts and KPIs which are part of our sustainability program, as well as our Procurement practices.</p> <p>Our NA Strategic Purchasing requires 1 small business/minority owned business to participate in every RFP or RFQ (as part of our diverse supplier strategy)</p> | * |
| 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>Draeger has been family owned and operated in Lubek, Germany for 135 years. Draeger has maintained service facilities and staff in Canada for over 30 years. In Canada, the products have a very strong reputation for quality and durability. This high quality and reliability results in a very low total cost of ownership and long product lifecycle. These two attributes are very appealing to municipalities, who require products and services to last. Draeger's communications solutions enhance fireground safety due to their unique design and performance. Draeger's bumper-to-bumper 15 year warranty includes electronics purchased at the time of SCBA procurement.</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). | As a manufacturer of SCBA, Draeger is required to ensure equipment meets the prevailing edition of the NFPA standard (Current standard is 2019 edition). NFPA approval requires NIOSH approval and approval to CBRN requirements. Cylinders must comply with Transport Canada. NFPA approval requires testing to some ANSI test methods for certain components. Draeger's equipment is fully compliant to these standards, as certified by third party test agencies. | |
| 47 | Describe how your product can be cleaned and decontaminated to prevent exposure to carcinogens. | In less than 60 seconds, the entire unit can be disassembled (and reassembled) without the need of any tools, which enables detailed disinfecting at the station. During disassembly, the pneumatic connections are not broken, reducing testing requirements before placing back into service. | |

Table 9: Warranty

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

| Line Item | Question | Response * |
|-----------|---|---|
| 48 | Do your warranties cover all products, parts, and labor? | <p>YES</p> <p>Draeger warrants that under normal use and with prescribed maintenance, storage, and care, Product(s) are free from defects in material and workmanship for the Warranty Period. The Warranty shall commence on the date that the Product(s) are delivered to Customer and shall continue for the Warranty Period outlined below</p> <p>2013/2018 NFPA SCBA unit carries 15 year warranty ▪ 15 years for the carrying system and Harness ▪ 15 years for the 1st & 2nd Stage Reducers ▪ 15 years for the Pneumatic Hoses ▪ 15 years for the Face Mask ▪ 15 years for the Heads-Up Display (HUD) ▪ 15 years for the System Electronics (Sentinel 1500/7000, Electronic Gauge & PASS Alarm) ▪ 15 years for the FPS-COM 5000/7000 Communication System ▪ 15 years for the Lapel Microphone ▪ Compressed Air Cylinders are warranted for the service life set forth in the United States Department of Transportation (DOT) and Transport Canada guidelines *</p> <p>All accessories, complementary products, and spare parts are warranted for ninety (90) days from the delivery date;</p> <p>Expendable/disposable/consumable goods are warranted at the time of delivery only</p> <p>Refer to attached Warranty document</p> |
| 49 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | Warranty applies to product under normal use and following prescribed maintenance, storage and care. All warranty claims are subject to approval by Warranty manager. |
| 50 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | SCBA warranty repairs are typically done in our service centers. Customers pay freight to send items to us, and we pay freight to return it. |
| 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? | Anywhere in Canada that our Channel Partners are not available or willing to provide service, Draeger can directly facilitate a technician to service the product on-site. Draeger currently services all the remote fly-in communities with fire protection services in Nunavut. This is one of the most remote Fire Services in Canada. Draeger has maintained the SCBA for these remote communities for over 20 years. |
| 52 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | Draeger is only offering products manufactured and branded as Draeger. Everything included in our offer is covered by our service and warranty offering. |
| 53 | What are your proposed exchange and return programs and policies? | All Returns are subject to approval. Some items are not eligible for return or exchange (for example, items with a shelf life, consumables, or items that are customized). |
| 54 | Describe any service contract options for the items included in your proposal. | Draeger offers service contracts for quarterly inspections and/or annual maintenance. Maintenance Contracts can be signed for 1 to 4 years. Travel, technician expenses and Repair parts are charged separately. |

Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * | |
|-----------|--|--|---|
| 55 | Describe your payment terms and accepted payment methods. | Net 30 days by cheque, bank transfer or credit card | * |
| 56 | Describe any leasing or financing options available for use by educational or governmental entities. | Draeger Channel Partners offer Leasing option that could be discussed at time of order. | * |
| 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. | Draeger Channel Partners would issue industry accepted quotes & invoices for related transactions. | * |
| 58 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process? | There is no additional cost to use a payment/credit card for payment. | * |

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 Sourcwell 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 Sourcwell discounted price) on all of the items that you want Sourcwell 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. | List Pricing for all applicable items is attached. A flat discount of 20% will be offered on all items listed in the attachments. Additional discounting may be available through the authorized distributors based on volume and product mix. |
| 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. | Draeger Canada is offering a flat discount of 20% on all items listed in the attachments. The attached Excel file quantifies the discount on our most popular SCBA configuration for volunteer fire departments: Please see attached file called Sourcwell sample quote for box 60 under "Pricing". |
| 61 | Describe any quantity or volume discounts or rebate programs that you offer. | Throughout the year, Draeger offers opportunities for our SCPs to participate in limited time promotions and bulk buy programs. The authorized distributors will market these opportunities to their customers. If these opportunities generate pricing that is lower than our submitted prices, sourcwell members may access them in negotiation with the Authorized Distributors, |
| 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. | Products within the Safety Portfolio of Draeger, such as gas detection, can be quoted by our Channel Partners to the participating entities. |
| 63 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | As per Occupational Health and Safety laws in Canada, all users of respiratory protective equipment, such as SCBA, are required to have a qualitative or quantitative "fit test" prior to use. This service is not included in the pricing submitted with our response. Fit Testing services can be quoted or negotiated at the time of purchase. |
| 64 | If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program. | Freight is included for orders over \$10,000 CAD. For orders below \$10,000, freight will be applied based on weight, destination, and shipping method. Freight varies from \$35 to \$500. For Live Fire Training Equipment items, such as the Fire Extinguisher Trainer TUTOR, freight is not included, and a freight quote will be provided at the time of order entry. |
| 65 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | Our distribution center for NA is based in Memphis Tennessee and is managed by Fedex. Shipments are sent by Fedex, who may contract to T-Force depending on weight and destination. UPS is also used. |
| 66 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | Draeger operates from coast to coast & distributes products via 3rd party Fedex managed logistics warehouse that enables us to achieve delivery time from 3-7 working days for in-stock products such as parts & accessories. This minimizes the stock level for spare parts required to be held by end users & distributors. |

Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|-----------|---|----------|
| 67 | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | |

Table 13: Audit and Administrative Fee

| Line Item | Question | Response * |
|-----------|--|---|
| 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. | A promotion code will be used to identify orders and this code will help us track orders in our system. A Report will be created quarterly with Ship-To party, quantity, value and date. With this information we will be able to verify proper pricing and calculate administrative fees. |
| 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. | Growth in both the number of sales to Sourcewell and the value of sales. New customer acquisition via Sourcewell. |
| 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.) | Draeger Safety Canada proposes a 1% administrative fee for facilitation, marketing and promotion of the contract, payable quarterly based on the value of Draeger's net revenue on products identified in the contract (excluding taxes) where the sale was identified as a Sourcewell contract by way of our internal promotion code. Draeger's net revenue is based on sales to Channel Partners at their contracted discounts or Sourcewell contract price where a sale is direct to a participating entity. |

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. | NFPA Approved SCBA with optional accessories including Voice amp, self-rescue device, rapid intervention kit. Supplied air respirators, airline equipment and industrial/confined space breathing apparatus. |
| 72 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | SCBA, SABA, breathing apparatus accessories. |

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

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

| Line Item | Category or Type | Offered * | Comments |
|-----------|--|--|--|
| 73 | Self-contained breathing apparatus (SCBA) and supplied air breathing apparatus (SABA) | <input checked="" type="radio"/> Yes <input type="radio"/> No | Two models of NFPA-certified SCBA (PSS 5000 and PSS 7000) and two models of NIOSH-certified SABA PAS Colt and PAS Lite |
| 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 | compressors are not included. |
| 75 | Related equipment and accessories related to the offering of 71 - 72 above | <input checked="" type="radio"/> Yes <input type="radio"/> No | accessories like voice amplifiers, self-rescue belts, rapid intervention kits are offered. |
| 76 | Services related to the equipment described in 71 - 72 above | <input checked="" type="radio"/> Yes <input type="radio"/> No | Maintenance and Repair of equipment is available and can be booked through our channel partners |

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Sourcewell SCBA RFP #011824 - Draeger Canada Pricing Tables_1_1-16-2024.zip - Tuesday January 16, 2024 08:07:55
 - [Financial Strength and Stability](#) - Draeger - Financial Strength & Stability .zip - Wednesday January 17, 2024 13:28:30
 - [Marketing Plan/Samples](#) - Draeger Sample of Marketing.pdf - Thursday January 18, 2024 07:28:57
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Draeger- WarrantyDocument_protection.pdf - Tuesday January 16, 2024 08:09:17
 - Standard Transaction Document Samples (optional)
 - [Requested Exceptions](#) - Sourcewell Contract Template -Draeger Canada Exceptions (Table 15 Line item 77) .docx - Wednesday January 17, 2024 14:56:30
 - [Upload Additional Document](#) - Draeger Canada Insurance - Draeger Awards - Channel Partner 12000 degrees.zip - Wednesday January 17, 2024 15:53:35

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. - Rania Tawfick, Bilingual Sales Support , Draeger Safety Canada Ltd

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

Yes No

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

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

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

**AMENDMENT #1
TO
SOURCEWELL CONTRACT #011824-DRA**

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Draeger Safety Canada, LTD** (Supplier).

Sourcewell entered into Contract #011824-DRA, with Supplier to provide Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment, effective June 14, 2024, through March 29, 2028 (Contract).

Supplier has requested to modify the Contract.

NOW, THEREFORE, the parties agree to amend the Contract as follows:

1. The following language shall be added to the end of Line Item 16 of the Contract:

Firefighting SCBA is also available in:

- Northern Ontario through TransCanada Safety
- PEI, Nova Scotia, New Brunswick through Firesafe HQ
- Newfoundland through Valmin Fire and Martin's Fire & Safety

Municipal Fire Services may purchase gas detection and other non-SCBA related products through any of our authorized partners in their region including Canadian Safety Equipment and Municipal Equipment, Electrogas and SPI Health and Safety.

2. The following language shall be added to the end of Line Item 41 of the Contract:

Our gas detection has a fast warm up time, fast sensor response, and long warranty. We detect many toxic gases. We offer an on-line hazardous gas database called VOICE.

Our fire training products, part of the Engineered Solutions portfolio, offers Class A and Class B live fire training solutions, which can be equipped with smoke, sound effects, ventilation, gas detection, special doors, movable walls, windows, stair wells, slanted roof, collapsible second floor, etc. Remote service options and wireless control pendants are advanced features for ease of service and safety.

We plan to launch an SCBA Washer and Dryer, which are part of the Engineered Solutions Portfolio. Our Fire Service portfolio also includes thermal imaging cameras and helmets.

3. The following language shall be added to the end of Line Item 45 of the Contract:

Our gas detection is well suited for Fire Services to detect HCN and CO, common hazardous gases often found at the scenes of fires. Our Powered Air Purifying Respirator (PAPR) is ideal for investigations to ensure respiratory protection while enabling freedom of movement.

Our SCBA washers contribute to Healthy Firefighter initiatives.

Our firefighter helmets have a dual approval for rescue and structural firefighting. The modern design enhances safety.

Our fire training products, part of the Engineered Solutions portfolio, offers Class A and Class B live fire training solutions, designed and built in Kingston, Ontario. Interior and Exterior training props. Mobile solutions are available. These fire training systems have allowed fire departments to use their training budgets more effectively. Working with Draeger gives fire departments the opportunity to work directly with the engineers, influence the design, and customize a solution that meets their needs. Our made-in-Canada solutions support many municipalities' Local Buying Policies.

4. The following language shall be added to the end of Line Item 47 of the Contract:

Driven by Pandemic demands, we have developed cleaning and disinfecting guides for most products.

Our PAPR comes with a cleaning kit.

We have also added an SCBA Washer and Dryer to our portfolio which will launch this year. The European manufacturer specializes in this type of equipment for the fire service.

5. The following language shall be added to the end of Line Item 48 of the Contract:

Warranty documents are attached for full portfolio.

6. The second line of Line Item 50 of the Contract shall be deleted and replaced with the following:

Customers pay freight to send items to us, and we charge freight to return it.

7. The following language shall be added to the end of Line item 52 of the Contract:

Some 3rd party items may have the OEM warranty.

8. The following language shall be added to the end of Line Item 59 of the Contract:

*TUTOR Fire Extinguisher Trainer and System 64 and SCBA Washer and Dryer are offered at 2% less than List Price. Freight is additional.

Custom Engineered Solutions projects are offered at List Price per Quotation. Freight and taxes extra.

9. The language in Line Item 60 of the Contract shall be modified to read as follows:

Draeger Canada is offering a flat discount of 20% on SCBA, gas detection and respiratory items listed in the attachments.

*TUTOR Fire Extinguisher Trainer and System 64 and SCBA Washer and Dryer are offered at 2% less than List Price. Freight is additional.

Custom Engineered Solutions projects are offered at List Price per Quotation. Freight and taxes extra.

10. The following language shall be added to the end of Line Item 71 of the Contract:

- Additional parts of the Fire Service portfolio offered here include:
- CCBA BG4 PSS® BG 4 plus and ProAir
- Gas detection
- PAPR
- APR – half masks, full masks, N95
- Helmets
- SCBA Washer & Dryer (launching July 2025)
- TUTOR Fire Extinguisher Trainer
- System 64 Live Fire Training Prop
- Customized live fire training projects
- Maintenance Services

11. The following language shall be added to the end of Line Item 72 of the Contract:

- Test & Cleaning Equipment
- Fire Extinguisher Trainer
- Training Props
- Gas Detection
- Respiratory Protection
- Thermal Imaging Cameras
- Helmets

Except as amended, the Contract remains in full force and effect.

Sourcewell

Signed by:

Jeremy Schwartz

By: _____
Jeremy Schwartz, Chief Procurement Officer

7/17/2025 | 9:33 AM CDT

Date: _____

Draeger Safety Canada, Ltd.

DocuSigned by:

Rob Clark

By: _____
Rob Clark, Managing Director

7/17/2025 | 9:02 AM EDT

Date: _____



LIMITED WARRANTY POLICIES AND PROCEDURES (“Warranty”)

Product Line: Engineered Solutions Products

I. General Warranty Policy

Subject to the Warranty Terms and Conditions set forth herein in Section III, Draeger warrants to the original end user (“Customer”) that the Product manufactured by Draeger shall, for the period of time (“Warranty Period”) defined in Table 1 herein, be free from defects in workmanship and material under normal recommended use and service, as outlined in Draeger’s instruction manuals and maintenance requirements, including those prescribed by applicable approval and regulatory agencies (the “Use and Maintenance Requirements”). Customized Total Care and Preventive Maintenance Service Plans may also be available (“Service Plans”) for a period of time beyond the Warranty Period at an additional cost.

II. Return Procedures

To obtain service under the Warranty, you must first obtain a Return Material Authorization (RMA) through the contacts provided below. Then the affected Product(s) must be forwarded, with the transportation charges prepaid, referencing the RMA number to:

- In the United States: Draeger, Inc. Customer Service Department, 3135 Quarry Road, Telford, PA 18969 at (800) 437-2437
- In Canada: Draeger Safety Canada Ltd., Customer Service Department, 2425 Skymark Avenue, Unit 1, Mississauga, ON L4W 4Y6 at (905) 212-6600

For a Product that cannot be shipped to our depot repair center, a field service appointment will be scheduled. Representatives at our Customer Service Department can assist you in determining the best options for repair.

Repairs or replacements shall not interrupt or extend the Warranted Period. IN NO EVENT SHALL DRAEGER BE LIABLE FOR LOSS OF PROFIT OR ANY INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES.



Table 1. Engineered Solutions Products Warranty Periods

| Product | Local Warranty |
|---|-----------------------|
| Swede Survival Systems | 1 Year |
| ELFTS - The System 64 | 1 Year |
| ELFTS - The Car | 1 Year |
| ELFTS - The Quad | 1 Year |
| ILFTS - Interior Live Fire Training System | 1 Year |
| MLFTU - Mobile Live Fire Training Unit | 1 Year |
| CLFTS - Containerized Live Fire Training System | 1 Year |
| The Tutor - Fire Extinguisher Trainer | 5 Years |
| Training Gallery - SCBA Confidence Maze | 1 Year |
| CSET - Confined Space Entry Trainer - D-POD | 1 Year |
| AFS 3000 - Airplane Fire Simulator | 1 Year |
| HAZMAT Rollover Training Unit | 1 Year |
| ChargeAir SCBA Charging Station | 1 Year |
| Oxygen Booster Pump | 1 Year |
| DOB 200 ECO - Oxygen Booster Pump | 1 Year |
| BG 4 Dryer | 1 Year |
| MRC 5000 Portable Refuge Chamber | 1 Year |

III. Warranty Terms and Conditions

1. Goods. Draeger warrants that the Product(s) manufactured by Draeger and sold hereunder shall be free from material defects in material or workmanship under normal use for the Warranty Period. The Warranty shall commence on the date that the Product(s) are delivered to Customer, and shall continue for Warranty Period set forth in Tables 1 and 2 for the Product or twelve (12) months if not specified in Tables 1 and 2, except for the following:

- (a) Used/refurbished Draeger Product(s) are warranted for a period of ninety (90) days from the delivery date;
- (b) All accessories, complementary products, and spare parts are warranted for ninety (90) days from the delivery date;
- (c) Factory repairs and service exchange replacements are warranted for ninety (90) days from the delivery date;
- (d) Expendable/disposable/consumable goods are warranted at time of delivery only;
- (e) Information systems/software will operate in all material respects in conformity with Draeger’s published specifications, under normal use, for a period of ninety (90) days from the earlier of implementation sign-off, or first productive use, as set forth in the applicable license, and



(f) Deviations from published specifications which do not materially affect performance of the Product(s) covered hereby shall not be deemed to constitute defects of material or workmanship or a failure of the Product(s) to comply with such specifications. Subject to Sections 4 and 5 of Section III hereunder, if any Product(s) do not conform to the aforementioned Warranty during the applicable Warranty Period, Draeger shall, in its sole discretion, either: (i) repair or replace such Product(s) (or the defective part) or (ii) credit or refund the price of such Product(s) at the pro rata contract rate.

2. Third Party Products. Draeger makes no Warranty for any third party or other products unless expressly and unambiguously covered under the terms of this Agreement. Customer's sole Warranty for any third party products, if any, is the original manufacturer's Warranty, which Draeger agrees to pass on to Customer, as applicable.

3. Exclusions. No Warranty extended by Draeger shall apply to any Product(s) that: (a) have been damaged by accident, misuse, abuse, negligence, improper application, or alteration, by a force majeure occurrence, or by Customer's failure to maintain the recommended operating environment and/or network; (b) are defective due to unauthorized attempts by Customer or any third party to repair, relocate, maintain, service, add to, or modify the Products or due to the attachment and/or use of non-Draeger supplied equipment, made without Draeger's prior written approval; (c) failed due to causes from within non-Draeger supplied equipment; and/or (d) have been damaged from the use of operating or cleaning supplies or consumable parts not approved by Draeger. Due to the nature of the Product's use (e.g., inciting fires in confined spaces and exposure to high temperatures), this Warranty does not cover paint on the Product or any other components that are not meant to withstand high temperatures. Draeger's obligation under this Warranty is limited to the repair or replacement of, or credit for, at Draeger's option, defective parts. Draeger may effectuate such repair at Customer's facility, and Customer shall furnish Draeger safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used, or refurbished. Repairs or replacements shall not interrupt, extend, or prolong the term of the Warranty. Customer shall, upon Draeger's request, return the non-complying Product or part to Draeger pursuant to the terms above. Unless Draeger's inspection of the applicable Product or part reveals that Customer's claim is valid under the terms of the Warranty set forth herein, Customer shall pay Draeger its normal charges for service and parts for any inspection, repair, or replacement.

4. Notice and Inspection. This Warranty is made on condition that immediate written notice of any noncompliance with the Product's Warranty be given to Draeger, and provided that Draeger's inspection reveals that Customer's claim is valid under the terms of this Warranty.

5. No Other Warranties. Draeger makes no Warranty other than the one set forth herein. Such Warranty constitutes the only Warranty made with respect to the Product(s) and any defect, deficiency, or nonconformity in any good, service or other item furnished under this agreement. To



the extent permitted by law, such Warranty is in lieu of all warranties, express or implied by law, course of dealing, course of performance usage of trade or otherwise, including, but not limited to, any express or implied warranty of merchantability, non-infringement, or fitness for a particular purpose.

6. Limited Remedies. Customer acknowledges and agrees to the remedies set forth and shall be its sole and exclusive remedy available to it with regard to the products and service, and Draeger's entire liability for any breach of the limited Warranties set forth.



LIMITED WARRANTY POLICIES AND PROCEDURES (“Warranty”)

Product Line: Portable Gas Detection

I. General Warranty Policy

Subject to the Warranty Terms and Conditions set forth herein in Section III, Draeger warrants to the original end user (“Customer”) that the Product manufactured by Draeger shall, for the period of time (“Warranty Period”) defined in Tables 1 and 2 herein, be free from defects in workmanship and material under normal recommended use and service, as outlined in Draeger’s instruction manuals and maintenance requirements, including those prescribed by applicable approval and regulatory agencies (the “Use and Maintenance Requirements”). Customized Total Care and Preventive Maintenance Service Plans may also be available (“Service Plans”) for the period of time beyond the Warranty Period at an additional cost.

II. Return Procedures

To obtain service under the Warranty, you must first obtain a Return Material Authorization (RMA) through the contacts provided below. Then the affected Product(s) must be forwarded, with the transportation charges prepaid, referencing the RMA number to:

- In the United States: Draeger, Inc. Service Department, 7256 S Sam Houston Pkwy W, Suite 100, Houston, TX 77085 at (800) 437-2437
- In Canada: Draeger Safety Canada Ltd., Customer Service Department, 2425 Skymark Avenue, Unit 1, Mississauga, ON L4W 4Y6 at (905) 212-6600

For Product that cannot be shipped to our depot repair center, a field service appointment will be scheduled. Representatives at our Customer Service Department can assist you in determining the best options for repair.

Repairs or replacements shall not interrupt or extend the Warranted Period. IN NO EVENT SHALL DRAEGER BE LIABLE FOR LOSS OF PROFIT OR ANY INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES.



Table 1. Portable Gas Detection Devices Warranty Periods

| Product | Local Warranty Period |
|--|---|
| Pac 3500 disposable | 2 years |
| Pac 5500 extended life | 2 years |
| Pac 7000 (CO, H ₂ S, O ₂) | 2 years |
| Pac 7000 5Y (CO, H ₂ S, O ₂) | 5 years |
| Pac 6000 disposable | 2 years Battery - 2 years, O ₂ 1 year, with 1 minute of alarm time per day |
| Pac 6500 extended life | 2 years (sensors per below table) Battery - 2 years, O ₂ 1 year, with 1 minute of alarm time per day |
| Pac 8000 advanced toxic sensors | 2 years (sensors per below table) Battery - 2 years, with 1 minute of alarm time per day |
| Pac 8500 with dual sensors | 2 years (sensors per below table) Battery - 1 year, O ₂ versions 10 months, with 1 minute of alarm time per day |
| X-am 5100 | 2 years (sensors per below table) |
| X-am 2500 SO ₂ and NO ₂ sensors (optional available sensors) | 2 years |
| X-am 2500 (battery excluded) | 3 years |
| X-am 2500 Standard CO, H ₂ S, and O ₂ sensors when purchased with detector | 5 years |
| X-am 2800 (battery excluded) | 4 years |
| X-am 5000 (battery excluded) | 3 years |
| X-am 5x00 Standard CO, H ₂ S, and O ₂ sensors when purchased with detector | 5 years |
| X-am 5600 (battery excluded) | 3 years |
| X-am 5800 (battery excluded) | 4 years |
| X-am 3000 - Multi-Gas Instrument | 2 years |
| X-am 3500 – Multi-Gas Instrument and pump | 3 years |
| X-am 7000 - Multi-Gas Instrument | 2 years |
| X-am 8000 Multi-Gas Instrument and pump | 3 years |
| X-am 3500/8000 Battery | 1 year |
| X-dock, including pump | 1 year |
| X-Site Live (components, except X-am 8000 w normal warranty) | 1 year |
| X-zone 5x00, pump | 1 year |
| X-zone 5x00, battery | 1 year |
| CMS Analyzer - Chip Measurement System | 1 year - Phased out 12/2020 |
| Pump, Pac Ex 2 | 1 year |
| Pump, X-am 1700/2000/2500/2800/5000/5600/5800 | 1 year |
| Pump, X-am 3000 | 2 years |



| | |
|---|---|
| Pump, X-am 7000 | 1 year |
| Pump, accuro | 5 years |
| Pump, X-act 5000, automatic tube pump | 2 years |
| X-act® 7000 MicroTube Analyzer | 1 year |
| Flow Check | 1 year |
| X-pid 8500/9500 Sensor Unit and Controller | 1 year |
| | |
| NiMH, X-am 1700/2000/2500/2800/5000/5600/5800 | 2 years |
| NiMH HC, X-am 1700/2000/2500/5000/5600 | 1 year |
| NiMH, X-am 3000 | 2 years |
| NiMH, X-am 7000 3.0AH | 1 year |
| NiMH, X-am 7000 6.0AH | 2 year |
| NiMH, X-act 5000 | 1 year |
| X-am 2500 MSHA, NiMH battery, electronics, O2, CO, H2S, LEL | 3 years, NO2, SO2 Sensors per warranty table; O2, CO, H2S sensors purchased after Dec 1, 2018 5 years |
| X-am 5000 MSHA, NiMH battery, electronics, O2, CO, H2S, LEL | 3 years, Sensors per warranty table; O2, CO, H2S sensors purchased after Dec 1, 2018 5 years |
| PAC 7000 MSHA | 3 years, all inclusive |

Table 2. Portable Gas Detection Sensors Warranty Periods

| Sensor | Part Number | Local Warranty Period |
|---|-------------|-----------------------|
| Carbon Monoxide (CO) XS-R | 6810258 | 5 years |
| Hydrogen Sulfide (H ₂ S) XS-R | 6810260 | 5 years |
| Oxygen (O ₂) XS-R | 6810262 | 5 years |
| Amines XS | 6809545 | 1 years |
| Ammonia (NH ₃) XS | 6809145 | 1 years |
| Carbon Dioxide (CO ₂) XS | 6809175 | 1 years |
| Carbon Monoxide (CO) XS | 6809105 | 3 years |
| Carbon Monoxide (CO) XS HC | 6809120 | 1 year |
| Chlorine (Cl ₂) XS | 6809165 | 1 year |
| Chlorine Dioxide (ClO ₂) XS | 6811360 | 1 year |
| Hydrazine (N ₂ H ₄) XS | 6809190 | 1 year |
| Hydrazine-D (N ₂ H ₄) XS | 6810295 | 6 months |
| Hydride XS (Phosphine, Arsine, etc.) | 6809135 | 1 year |
| Hydrogen (H ₂) XS | 6809185 | 1 year |
| Hydrogen (H ₂) XS HC | 6811365 | 1 year |
| Hydrogen Cyanide (HCN) XS | 6809150 | 1 year |
| Hydrogen Fluoride/Hydrogen Chloride (HF/HCl) XS | 6809140 | 1 year |

| | | |
|---|---------|--|
| Hydrogen Peroxide (H ₂ O ₂) XS | 6809170 | 1 year |
| Hydrogen Sulfide (H ₂ S) XS | 6809110 | 3 years |
| Hydrogen Sulfide (H ₂ S) XS HC | 6809180 | 1 year |
| Hydrogen Sulfide (H ₂ S) XS-2 SR | 6810575 | 1 year |
| Nitrogen Dioxide (NO ₂) XS | 6809155 | 2 year |
| Nitric Oxide (NO) XS | 6809125 | 1 year |
| Odorant XS | 6809200 | 1 year |
| Organic Vapor (OV) XS | 6809115 | 1 year |
| Organic Vapor-A (OV-A) XS | 6809522 | 1 year |
| Oxygen (O ₂) XS | 6809130 | 3 years |
| Oxygen (O ₂) XS-100 | 6809550 | 1 year |
| Phosgene (COCl ₂) XS | 6808582 | 6 months |
| Phosphine (PH ₃) XS HC | 6809535 | 1 year |
| Sulfur Dioxide (SO ₂) XS | 6809160 | 2 year |
| Carbon Monoxide (CO) XS-2 | 6810365 | 2 years |
| Hydrogen Sulfide (H ₂ S) XS-2 | 6810370 | 2 years |
| Smart Cat Ex PR | 6812980 | 2 years |
| Smart Cat Ex PR HC | 6812970 | 2 years |
| Smart Cat Ex PR FR | 6812975 | 1 year |
| Smart PID | 8319100 | 2 years |
| Smart IR Ex | 6810460 | 5 years |
| Smart IR CO ₂ | 6810590 | 5 years |
| Smart IR CO ₂ HC | 6810599 | 5 years |
| Oxygen (O ₂) XXS | 6810881 | 3 years (5 yr in X-am – 12/1/18) |
| Oxygen (O ₂) XXS PR | 6800530 | 3 years (from ARUA-xxxx / 5 yr in X-am – 05/30/2025) |
| Carbon Monoxide (CO) XXS | 6810882 | 3 years (5 yr in X-am – 12/1/18) |
| Carbon Monoxide (CO) LC XXS | 6813210 | 3 years (5 yr in X-am – 12/1/18) |
| Hydrogen Sulfide (H ₂ S) XXS | 6810883 | 3 years (5 yr in X-am – 12/1/18) |
| Amines XXS | 6812545 | 1 year |
| Chlorine (Cl ₂) XXS | 6810890 | 1 year |
| Carbon Monoxide (CO) H ₂ Compensated XXS | 6811950 | 2 years |
| Carbon Monoxide (CO) High Concentration XXS | 6812010 | 1 year |
| Carbon Dioxide (CO ₂) XXS | 6810889 | 1 year |
| Dual Carbon Monoxide/ Hydrogen Sulfide (CO/H ₂ S) XXS | 6811410 | 2 years |
| Dual Carbon Monoxide/Hydrogen Sulfide (CO-LC/H ₂ S-LC) XXS | 6813280 | 2 years |
| Hydrogen (H ₂) HC XXS | 6812025 | 1 year |
| Hydrogen (H ₂) LC XXS | 6812370 | 1 year |
| Hydrogen Sulfide (H ₂ S) High Concentration XXS | 6812015 | 1 year |
| Hydrogen Sulfide (H ₂ S) LC XXS | 6811525 | 3 years (5 yr in X-am – 12/1/18) |
| Hydrogen Sulfide (H ₂ S) XXS | 6810883 | 3 years (5 yr in X-am – 12/1/18) |



| | | |
|--|---------|---------|
| Dual Hydrogen Sulfide/Oxygen (H ₂ S-LC/O ₂) XXS | 6814137 | 2 years |
| Hydrogen Cyanide (HCN) XXS | 6810887 | 2 years |
| Hydrogen Cyanide (HCN) PC XXS | 6813165 | 1 year |
| Mercaptan/Odorant XXS | 6812535 | 1 year |
| Ammonia (NH ₃) XXS | 6810888 | 1 year |
| Nitric Oxide (NO) Sensor XXS | 6811545 | 1 year |
| Nitrogen Dioxide (NO ₂) LC XXS | 6812600 | 1 year |
| Nitrogen Dioxide (NO ₂) XXS | 6810884 | 2 years |
| Oxygen (O ₂) 100 XXS | 6812385 | 1 year |
| Ozone (O ₃) XXS | 6811540 | 1 year |
| Organic Vapor (OV) XXS | 6811530 | 1 year |
| Organic Vapor (OV) A XXS | 6811535 | 1 year |
| Phosphine (PH ₃) HC XXS | 6812020 | 1 year |
| Phosphine (PH ₃) XXS | 6810886 | 1 year |
| Phosgene (COCl ₂) XXS | 6812005 | 1 year |
| Sulfur Dioxide (SO ₂) XXS | 4543765 | 2 years |
| Cat Ex 125 PR | 6812950 | 3 years |
| Cat Ex 125 PR Gas (MSHA) | 6813080 | 3 years |
| Cat Ex SR | 6951900 | 3 years |
| IR Ex | 6812180 | 5 years |
| IR CO ₂ | 6812190 | 5 years |
| Dual IR Ex/CO ₂ | 6811960 | 5 years |
| IR Ex ES | 6851882 | 5 years |
| IR CO ₂ ES | 6851881 | 5 years |
| IR Ex/CO ₂ ES | 6851880 | 5 years |
| IR Ex/CO ₂ HC (X-am 8000 only) | 6800276 | 5 years |
| PID HC, X-am 8000 | 6813475 | 1 years |
| PID LC, X-am 8000 | 6813500 | 1 years |
| X-pid Seeker Sensor | 6850013 | 1 years |
| X-pid Analysis Sensor | 6850012 | 1 years |

III. Warranty Terms and Conditions

1. Goods. Draeger warrants that the Product(s) manufactured by Draeger and sold hereunder shall be free from material defects in material or workmanship under normal use for the Warranty Period. The Warranty shall commence on the date that the Product(s) are delivered to Customer, and shall continue for Warranty Period set forth in Tables 1 and 2 for the Product or twelve (12) months if not specified in Tables 1 and 2, except for the following:

(a) Used/refurbished Draeger Product(s) are warranted for a period of ninety (90) days from the delivery date;



(b) All accessories, complementary products, and spare parts are warranted for ninety (90) days from the delivery date;

(c) Factory repairs and service exchange replacements are warranted for ninety (90) days from the delivery date; A replacement sensor will be warranted from the date shipped, based on the above tables, independent of the original instrument warranty period.

(d) Expendable/disposable/consumable goods are warranted at time of delivery only.

(e) Information systems/software will operate in all material respects in conformity with Draeger's published specifications, under normal use, for a period of ninety (90) days from the earlier of implementation sign-off, or first productive use, as set forth in the applicable license, and

(f) Deviations from published specifications which do not materially affect performance of the Product(s) covered hereby shall not be deemed to constitute defects of material or workmanship or a failure of the Product(s) to comply with such specifications. Subject to Sections 4 and 5 of Section III hereunder, if any Product(s) do not conform to the aforementioned Warranty during the applicable Warranty Period, Draeger shall, in its sole discretion, either: (i) repair or replace such Product(s) (or the defective part) or (ii) credit or refund the price of such Product(s) at the pro rata contract rate.

2. Third Party Products. Draeger makes no Warranty for any third party or other products unless expressly and unambiguously covered under the terms of this Agreement. Customer's sole Warranty for any third-party products, if any, is the original manufacturer's Warranty, which Draeger agrees to pass on to Customer, as applicable.

3. Exclusions. No Warranty extended by Draeger shall apply to any Product(s) that: (a) have been damaged by accident, misuse, abuse, negligence, improper application, or alteration, by a force majeure occurrence, or by Customer's failure to maintain the recommended operating environment and/or network; (b) are defective due to unauthorized attempts by Customer or any third party to repair, relocate, maintain, service, add to, or modify the Products or due to the attachment and/or use of non-Draeger supplied equipment, made without Draeger's prior written approval; (c) failed due to causes from within non-Draeger supplied equipment; and/or (d) have been damaged from the use of operating or cleaning supplies or consumable parts not approved by Draeger. Draeger's obligation under this Warranty is limited to the repair or replacement of, or credit for, at Draeger's option, defective parts. Draeger may effectuate such repair at Customer's facility, and Customer shall furnish Draeger safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used, or refurbished. Repairs or replacements shall not interrupt, extend, or prolong the term of the Warranty. Customer shall, upon Draeger's request, return the non-complying Product or part to Draeger pursuant to the terms above. Unless Draeger's inspection of the applicable Product or part reveals that Customer's claim is valid under the terms of the Warranty set forth herein, Customer shall pay Draeger its normal charges for service and parts for any inspection, repair, or replacement.



4. Notice and Inspection. This Warranty is made on condition that immediate written notice of any noncompliance with the Product's Warranty be given to Draeger and provided that Draeger's inspection reveals that Customer's claim is valid under the terms of this Warranty.

5. No Other Warranties. Draeger makes no Warranty other than the one set forth herein. Such Warranty constitutes the only warranty made with respect to the Product(s) and any defect, deficiency, or nonconformity in any good, service, or other item furnished under this agreement. To the extent permitted by law, such Warranty is in lieu of all warranties, express or implied by law, course of dealing, course of performance usage of trade or otherwise, including, but not limited to, any express or implied warranty of merchantability, non-infringement, or fitness for a particular purpose.

6. Limited Remedies. Customer acknowledges and agrees to the remedies set forth and shall be its sole and exclusive remedy available to it with regard to the products and service, and Draeger's entire liability for any breach of the limited Warranties set forth.



LIMITED WARRANTY POLICIES AND PROCEDURES ("Warranty")

Product Line: Safety Respiratory and Protective Products

I. General Warranty Policy

Subject to the Warranty Terms and Conditions set forth herein in Section III, Dräger warrants to the original end-user ("Customer") that the Product manufactured by Dräger shall, for the period of time ("Warranty Period") defined in Table 1 herein, be free from defects in workmanship and material under normal recommended use and service, as outlined in Dräger's instruction manuals and maintenance requirements, including those prescribed by applicable approval and regulatory agencies (the "Use and Maintenance Requirements"). Customized Total Care and Preventive Maintenance Service Plans may also be available ("Service Plans") for some time beyond the Warranty Period at an additional cost.

II. Return Procedures

To obtain service under the Warranty, you must first obtain a Return Material Authorization (RMA) through the contacts provided below. Then the affected Products(s) must be forwarded, with the transportation charges prepaid, referencing the RMA number, to:

- In the United States: Dräger, Inc. Customer Service Department, at 1-800-437-2437, Option 3, then Option 1 or email us-safety@draeger.com.
- In Canada: Dräger Safety Canada Ltd., Customer Service Department, at 1-877-372-4371

For Products that cannot be shipped to our depot repair center, a field service appointment will be scheduled. Representatives at our Customer Service Department can assist you in determining the best options for repair.

Repairs or replacements shall not interrupt or extend the Warranty Period. IN NO EVENT SHALL DRÄGER BE LIABLE FOR LOSS OF PROFITS OR LOST STORED, TRANSMITTED, OR RECORDED DATA, OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES.



Table 1. Safety Respiratory and Protective Products Warranty Periods

| Product Category | Local Warranty Period |
|--|--|
| Escape Sets (Parat and Saver Series) | 1 year |
| Industrial SCBA and SAR (PAS Colt, PAS Lite and PSS 3000) | 8 years for the Backplate and Harness, 3 years for the Analog Pressure Gauge, 15 years for the 1st & 2nd Stage Reducers, 1 year for the Face Mask and 10 years for the Pneumatic Hoses |
| Breathing Air Systems / Air Sources | 1 year |
| SCBA (NFPA) | 2013/2018 NFPA SCBA unit carries 15 year warranty <ul style="list-style-type: none"> ▪ 15 years for the carrying system and Harness ▪ 15 years for the 1st & 2nd Stage Reducers ▪ 15 years for the Pneumatic Hoses ▪ 15 years for the Face Mask ▪ 15 years for the Heads-Up Display (HUD) ▪ 15 years for the System Electronics (Sentinel 1500/7000, Electronic Gauge & PASS Alarm) ▪ 15 years for the FPS-COM 5000/7000 Communication System ▪ 15 years for the Lapel Microphone ▪ Compressed Air Cylinders are warranted for the service life set forth in the United States Department of Transportation (DOT) and Transport Canada guidelines |
| CCBA (BG4) | 1 year |
| Masks | 1 year |
| Test Equipment | 1 year |
| Air Purifying Respirators (APR)/Powered Air Purifying Respirators (PAPR) | X-plore 8000 = 1 year 1 year for all APR/PAPR devices |
| SCBA Cylinders | Compressed Air Cylinders per DOT (15 years) |
| Comm Systems (FPS-COM 5/7000) | 1 year |
| UCF 6000/7000/8000/9000 | 3 years |
| UCF FireVista | 1 year |
| Protective Clothing | 1 year |
| Diving Equipment (SCUBA/Military) | 1 year |
| Spare Parts and Tools | 1 year |



III. Warranty Terms and Conditions

1. Goods.

Dräger warrants that under normal use and with prescribed maintenance, storage, and care, Product(s) are free from defects in material and workmanship for the Warranty Period. The Warranty shall commence on the date that the Product(s) are delivered to Customer and shall continue for the Warranty Period outlined in Table 1 for the Product or twelve (12) months if not specified in Table 1, except for the following:

- (a) Used/refurbished Dräger Product(s) are warranted for ninety (90) days from the delivery date
- (b) All accessories, complementary products, and spare parts are warranted for ninety (90) days from the delivery date;
- (c) Factory repairs and service exchange replacements are warranted for ninety (90) days from the delivery date;
- (d) Expendable/disposable/consumable goods are warranted at the time of delivery only
- (e) Information systems/software will operate in all material respects in conformity with Dräger's published specifications, under normal use, for ninety (90) days from the earlier of implementation sign-off, or first productive use, as outlined in the applicable license, and
- (f) Deviations from published specifications that do not materially affect the performance of the Product(s) covered hereby shall not be deemed to constitute defects of material or workmanship or a failure of the Product(s) to comply with such specifications. Subject to Section 3 of Section III hereunder, if any Product(s) do not conform to the aforementioned. Warranty during the applicable Warranty Period, Dräger shall, in its sole discretion, either:
 - (i) repair or replace such Product(s) (or the defective part) or
 - (ii) credit or refund the price of such Product(s) at the pro rata contract rate.

2. Third-Party Products.

Dräger makes no Warranty for any third-party product. Customer's sole Warranty for any third-party products, if any, is the original manufacturer's warranty, which Dräger agrees to pass on to Customer, as applicable. Customer waives and releases Dräger from all claims, damages, and losses arising out of such third-party product regardless of any claims Customer may have regarding such third-party product.



3. Conditions.

Warranty is conditioned on (i) Customer providing immediate written notice of warranty-related claim to Dräger and following RMA Process, (ii) no repairs, modifications, or alterations being made to Product(s) other than by Dräger or its authorized representatives, (iii) Customer handling, using, storing, installing, operating, cleaning, and maintaining Product(s) in compliance with the instructions and specifications provided with the Goods or incorporated into this Agreement, (iv) use of Product(s) only for the use intended by Dräger, (v) defect not related to the attachment of Product(s) to non- Dräger supplied equipment or to Customer's network issues, (vi) Customer having fulfilled its payment obligations for Product(s), and (vii) an inspection by Dräger that reveals that the Customer's claim is valid under the terms of the Warranty. Customer's remedy for a breach of this warranty is limited to repair, replacement, or credit, or refund, at the sole option of Dräger. Repair or replacement may be with parts or product that are new, used, or refurbished. Repairs or replacements shall not interrupt, extend, or prolong the term of the Warranty Period. Dräger may effectuate such repair at Customer's facility, and Customer shall furnish Dräger safe and sufficient access for such repair. Customer shall, upon Dräger's request, return the non-complying Product or part to Dräger pursuant to the terms above. Unless Dräger's inspection of the applicable Product or part reveals that Customer's claim is valid under the terms of the Warranty set forth herein, Customer shall pay Dräger its standard charges for service and parts for any inspection, repair, or replacement.

4. No Other Warranties.

Dräger makes no Warranty other than the one set forth herein. Such Warranty is the sole and exclusive warranty express or implied, including without limitation, warranties of merchantability or fitness for particular purposes, title, third-party non-infringement, course of dealing and usage of trade.

5. Limited Remedies.

Customer acknowledges and agrees to the remedies set forth and shall be its sole and exclusive remedy available to it with regard to the Product(s), and Dräger's entire liability for any breach of the limited warranties set forth.