



Solicitation Number: #020124

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and CET Fire Pumps Mfg. Ltd., 2 Industrielle Street, Pierreville, Quebec Canada J0G 1J0 (Supplier).

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

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

1. TERM OF CONTRACT

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

EXPIRATION DATE AND EXTENSION. This Contract expires April 4, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

CET Fire Pumps Mfg. Ltd.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/2/2024 | 8:15 PM CDT

DocuSigned by:
Stephan Thibault
ED13788555BE4E7...
By: _____
Stephanie Thibault
Title: President
Date: 4/2/2024 | 6:25 PM CDT

RFP 020124 - Firefighting Equipment and Rescue Tools with Related Supplies and Accessories

Vendor Details

Company Name: CET Fire Pumps MFG
Address: 75 Hector Street
Pierreville, Quebec J0G1J0
Contact: Jerry Halpin
Email: ghalpin@fire-pump.com
Phone: 845-863-9219
Fax: 450-568-2613
HST#: 980189042

Submission Details

Created On: Tuesday January 23, 2024 08:48:01
Submitted On: Thursday February 01, 2024 11:02:46
Submitted By: Jerry Halpin
Email: ghalpin@fire-pump.com
Transaction #: e81beced-0f74-443c-a07b-509e3aad3faa
Submitter's IP Address: 173.62.127.107

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")	CET Fire Pumps Mfg. LTD
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Hale Products All other major components and assemblies are manufactured, delivered and invoiced under the business name in line #1
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	CE Thibault Ladders, LTD. This name is used for ground ladder manufacturing and ladder service in Canada only.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE code L0545. DUNNS #256881954
5	Proposer Physical Address:	2 Industrielle Street, Pierreville, Quebec Canada J0G1J0
6	Proposer website address (or addresses):	www.fire-pump.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):	Stephane Thibault, President 2 Industrielle Street, Pierreville, Quebec, Canada J0G1J0 sthibault@fire-pump.com 1-450-568-2719 or 1-800-567-2719
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Stephane Thibault, President 2 Industrielle Street, Pierreville, Quebec, Canada J0G1J0 sthibault@fire-pump.com 1-450-568-2719 or 1-800-567-2719
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jerry Halpin, Vice-President 2 Industrielle Street, Pierreville, Quebec, Canada J0G Ghalpin@fire-pump.com 1-450-568-2719 or 1-800-567-2719

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.	CET was founded over 116 years ago as a principle manufacturer of firefighting pumps, aerial ladders and completed fire apparatus. From design to manufacture to delivery CET history, to date, is the complete builder. One designer, one manufacturer, one sales channel, one warranty source. CET has served the fire/emergency service community worldwide with distribution, service and warranty. "We own what we build" and manufacture all major components in house. A dealer network spanning 48 countries with our core group serving North America. The idea of a "one stop" source from design to warranty/service allows CET to outperform all others who "buy and assemble" only. For 116 years our one source philosophy has stood the test of time, like no other. A monumental change occurred at CET in March of 2021. The entire manufacturing space of CET burned to the ground in a fire. Although a tremendous accident, the term "Phoenix" could not be more appropriate. The rebirth of CET in the last two years offers our customer and our community a business built for another 100 years.
11	What are your company's expectations in the event of an award?	Building on our last 3 years with an existing Sourcewell contract, CET expects to penetrate more deeply into our distributor network and end user customer base. With all we have learned about pre-bid contract marketing, ordering and delivery, CET will market the contract opportunity in a way that fits our re-birth, as a 2024 manufacturer.

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.	CET has and does maintain an extremely strong cash flow environment along with credit lines, bond ratings, and insurance coverages. With the devastating fire that occurred in our business two years ago, that strength was seriously tested. Today we have built 70,000 square feet of modern manufacturing, equipped with the latest electronic, robotic and efficient manufacturing systems. Insuring and proving our robust financial well-being maintain. CET moves into the future as a reliable supplier and employer. See attached documents attesting to these topics specifically. *	*
13	What is your US market share for the solutions that you are proposing?	US market share is estimated at 38% for portable fire pump systems, while our standard skid unit product line is between 25% and 28%. Additionally, our glider kit product pump mid mount and remount version (an extension of skid units) commands a 37% share of the US market. Foam trailers amount to 28% of US market. CAFS system share in US is 11%	*
14	What is your Canadian market share for the solutions that you are proposing?	Canadian market share is estimated at 74% for portable fire pump systems, while * our standard skid unit product line is between 55% and 65 %. Additionally, our glider kit product pump mid mount and rear mount (an extension of skid units) commands a 52% share of the Canadian market. Foam trailers amount to 37% of Canadian market. CAFS system share in Canadian market is 5%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	CET has never petitioned for bankruptcy in any country, including the US or Canada. After the fire in our facility, in 2020, our financial strength was so strong we were back Manufacturing in rented space (while building a new facility) in less than 90 days. No employees were let go and less than 2% of our in-house orders were cancelled.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	CET is a manufacturer of the fire suppression products outlined in the RFP. CET is one of only two companies in North America that can and does actually, design and manufacture the major components of all pumps, skids, CAFS, and foam products in house. We market these products through a large network of sales/service distributors. in North America and around the world. An in-house team of sales professionals serve this dealer network, as well as end users, when the need warrants. CET is an international supporter of fire and rescue services and can be seen in all major publications and trade events related to same. CET is a member of NFPA and FAMA. With the addition of our new (2024) manufacturing facility, CET has multiplied its sales, service and support capacity. *	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	CET maintains ISO 9001 certification for its complete product line since 2015. CET was re-certified in 2021	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	CET has no suspensions or debarments of any kind in the last 10 years. *	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	CET has no awards or recognition related to this RFP or industry.
20	What percentage of your sales are to the governmental sector in the past three years	In last three years sales to government related agencies and or entities account for 85% of our total sales.
21	What percentage of your sales are to the education sector in the past three years	5% of CET annual sales are to educational affiliated organizations. These, typically, would be fire training organizations and higher educational (college and university level) institutions that offer degrees in Fire Safety Sciences, Safety, and Administration of Fire Rescue organizations.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	CET holds no local, county, state, or provincial contracts in it's name. Our distribution network holds these types of contracts using CET as supplier. CET currently holds one Cooperative purchase contract through Sourcewell. #040220
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	CET holds no GSA contracts in its name. Our distribution network holds these contracts using CET as supplier.

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 *
Township Of Clearview 6993 Highway 26 Stayner, Ontario LOM 1S0 Sourcewell #LAS1300	Chief Scott Davison	705-428-6230
Cadyville Fire Department 2122 State Rt 3 Cadyville, NY 12918 Soucewell #225141	Jeff Favro	518-293-8326
Goochland County 180 River Road West Manakin Sabot 23103 Soucewell #2794	Eddie Ferguson	804-556-5384

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 *
WI-DNR	Government	Wisconsin - WI	Design, manufacture and deliver Fire Pumps and water tanks for department-built skid units.	22 pumps 20 polypropylene water tanks	\$76,525.00
NCDA&CS North Carolina Dept. of Agriculture	Government	North Carolina - NC	Design, manufacture and deliver replacement tanks for existing skid units.	23 polypropylene water tanks	\$76,125.00
Aransas Forestry Service	Government	Arkansas - AR	Design, manufacture and deliver skid units. Desig, manufacture and deliver pumps.	15 skid units 36 pumps	\$267,150.00
Oklahoma Forestry Service	Government	Oklahoma - OK	Design, manufacture and deliver pumps.	176 pumps	\$305,400.00
Emergency Response Assistance	Government	AB - Alberta	Deliver pumps.	4	73,535.00\$

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
26	Sales force.	CET maintains a direct sales force in both the US and Canada. Four sales managers in the US (2 in NY, 1 in TX, 1 in CO) and one in CANADA(Quebec). This sales force includes both in house support and "on the road" support to all 50 states and 10 provinces (with 2 territories). Service is performed by in house engineering and technical staff in conjunction with a fifty state and 10 province dealer sales and service network. CET has built out and trained the sales staff of its extensive dealer network 125 strong, to include 150 to 200 sales representatives who represent CET product in the 50 states and provinces in North America. To better serve our end user customers CET has a robust dealer network that has 75-100 service personnel trained to repair CET products.
27	Dealer network or other distribution methods.	CET maintains an extensive dealer network in all 50 states and 10 provinces. This network markets, sells and services all CET products covered under this contract. If and when a customer cannot access one CET dealer organization, CET will deal directly with and end user to insure they can access the product offered under this contract. In these rare events our in house and in the field, staff handle all aspects of the transaction.
28	Service force.	CET has an in-house service group made up of a service/warranty manager, * mechanical engineer, and technical draftsman and quality control manager. Although all technical support comes from CET, our trained dealer organization more often will handle warranty and service at the local level. This provides a much quicker response and insure a better end result...the first time.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The CET ordering process is accomplished on three fronts, (1) an authorized (on the contract we currently hold) will interface directly with CET and the end user to receive an order based on the contract offering and options and forward that order on their PO to CET. (2) a direct sale can be accomplished with CET interfacing directly with the end user (Sourcwell member) and receiving a PO or some other authorizing order for delivery directly from CET. (3) CET can interface with both our dealer network and the end user directly to confirm an authorized purchase based on our contract or one we may not hold when necessary. CET would guide the end user to the contract that exists that can best serve their need. A Sourcwell contract of course, if available.

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.	The service/warranty manager interfaces directly with end users and with all authorized CET dealers on repair and or replacement of major components and parts. CET maintains written warranty on all major components that inform both dealer and end user of CET commitment to repair and replacement based on circumstances. See attachment typically respond, via e-mail and or telephone, to requests from all quarters in 24-48 hours. Resolution can vary based on the issue being corrected, repaired or replaced. CET has agreements with all distributors and repair organizations as to reimbursement rates and payment responsibilities before all work is performed. This eliminates the typical "who is going to pay for this" question by interested parties. In recent years CET has added it's quality control team to view from above the warranty/service process. This is to ensure no manufacturing processes are faulty upstream in the construction of CET products and also serves to continue the evolution of CET's on-going ISO 90001 requirements.	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	CET engineers and manufactures all major components of its entire product offering. As a result, we own and maintain all records and evolutions of each and every component and finished good. Our ISO 9001 registration demands that we maintain those records and make them available to any all of our customers and to be reviewed, independently by an outside source. This applicable not only to or US based customer but to Canadian customer and throughout the world.	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	CET commitment to warranty and service plays out in every country we sell to. Over 75 to date. Canada is the home nation of CET and where the business was founded. There is an equal commitment to service and warranty in Canada based on our explanation in paragraph 31. And perhaps just a little bit extra!	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	CET has increased its coverage of all states, US territories Canadian provinces and territories such that no interested party cannot contact or be contacted by CET for help with their needs. Our distribution and service network currently handles and ships to all these aforementioned areas identified in this paragraph..	*
34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	CET is not currently inhibited by any contracting authority that would prevent full servicing of all Sourcwell Member sectors. CET holds no other cooperative contract other than Sourcwell. CET has not only a national (US and Canada) but an international presence (75 countries). We are constantly expanding our ability to market our products, through this contract, wherever and whenever we can.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	CET does not currently, nor expects any restrictions to the sale and or service of products in these states and territories. CET has and does conduct business in these states and territories, as of the date of this submission. Shipping charges to these States and territories would be quoted at time of quote/order.	*

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.	CET will market and promote the use of this contract, from three directions. 1. Corporate advertising nationally in both the US and Canada. CET has been and is currently a national advertiser in publications such as Firehouse, Fire Engineering, Fire Apparatus Fire Fighting Canada, etc. Additionally, 2. CET attends most national and regional trade shows, FDIC, Firehouse World, FRI, NYSAFG, NEFG, OAFG(GA), Maritimes (GA), and over 50 regional (many chiefs associations) and local events, with and without distribution. 3. CET will promote Sourcewell as our lead and only cooperative contract used, to all distributors in the US and Canada. This will be done both directly from field and inside RSM contacts, as well as WEB site placement on www.fire-pump.com. We would insist all our preferred dealers place it on their web sites as well. With CANOE now available in Canada we are working with a small number of our distributors (Canadian based) to familiarize them with cooperative purchasing. This process is typically unknown in Canada. See attached flow chart for marketing process in the US and Canada.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	CET is active on both Facebook, Twitter, and U-Tube for all sales, service, delivery and training functions. CET will add the Sourcewell logo displaying contract acceptance to all these and future electronic and web platforms. CET maintains a web-based configurator that can design and engineer (with 3d drawing) a skid unit, in real time.
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?	Sourcewell can best aid contract recipients(now and future) by expanding its contract base to as many organizations public and or private, that may legally take advantage of its unique purchasing opportunities. Additionally, a semi-annual or quarterly training process for contract holders would be of enormous help. Specifically, to aid in training sales and marketing personnel on specific detailed advantages of the contract. Since CET sees this "cooperative contract as another "salesperson" we train all our employees to use that salesperson to their advantage as they do technical support or engineering. This, of course, would be transferred in kind to our considerable distribution network. A multiplier effect is our objective.
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.	CET currently does not use e-commerce procurement to our direct distribution network. CET does now offer and take governmental entity purchasing cards and electronic ordering and payment. Where CET has been approved by said agency. CET does offer credit card purchase either direct or through our distribution.

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.	Product maintenance and training are handled two ways by CET. 1. With delivery of all products and assemblies CET provides manuals and parts books for end user (Sourcewell customer) Additionally CET provides access and content on its web site and through u-tube for basic training, trouble shooting, and assembly/disassembly directives. 2. CET takes strong advantage of its distribution network to provide basic and complex training based on the product purchased. This can and is done in conjunction with our field sales reps. and field service personnel from our distributors. Depending on product, training takes place free of charge or at an additional cost, depending on product complexity and Sourcewell customer location. Typically, fee for training is done at the dealer level and negotiated by the dealer with the end user contract customer. To further the training process, over the last several years classes are offered and trained by CET representatives on existing product usage and updates to new products. As always, since we are the designers, and manufacturers of our product line, updates are regular and constant. This helps the end user by know what is new regarding their existing product and what is now available that was not when they purchased previously.
41	Describe any technological advances that your proposed products or services offer.	CET, within the last year and one half, completed a brand-new state of the art manufacturing facility. replacing all outdated and inefficient machinery and control systems with 2024 technology. Today CET can boast the "greenest" environmental systems from raw material manipulation to world class finishes using the latest in efficiency and environmental consciousnesses'. Additionally, this new facility takes advantage of new work process systems to ensure CET employees are the most productive without sacrificing safety, on the job. CET has integrated all major component design and manufacturing, so we rely on a smaller supply chain. In the post pandemic recent supply chain disruption world, CET can better mitigate these same possible conditions for the future.
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.	With the construction of our new manufacturing facilities CET has dramatically improved, by reducing waste and waste services. We store all materials for manufacturing inside secure spaces reducing accident potential and preserving quality material storage environments. Our installation of advanced manufacturing equipment has significantly reduced the amount of waste we produce for processing. work and recreational space has been created for employees so that employees can afford a free less constrained environment to work while using off hours to use company facilities for their leisure time or break time.
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.	At this time CET has no labels or certifications to produce. However, our new manufacturing environment will allow us to pursue these types of recognitions over the coming months and years.
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.	CET does not hold any such delineations at this time. However, we have distributors who do hold these types of certifications. See attached dealer list.
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?	CET is unique in three ways to Sourcewell members. 1. We design and manufacture all our major components for all products in our line-up. This allows CET to respond directly to the customer without consultation and or interpretation from outside vendors. This takes place on both sales and service sides of the business. This is very important to the customer since it cuts down on time and effort in procurement and service/warranty/maintenance.2. CET can track product upgrades material advantages and applicable standards changes (i.e....NFPA) that directly effective what we delivery to the customer. We do this because we must comply with the standards based on our design and manufacturing responsibilities.3. CET can implement design changes based on updated engineering and standards changes almost immediately, since we actually design and build components that make up a vast majority of our assembled delivered product.

Table 9: Warranty

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

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	CET warranty covers all products we manufacture and deliver with specific terms based on each product line. These terms are available online and are delivered with the product when shipped to the customer. See attachments.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There specific call outs in our warranty that identify any restrictions. Any of those restrictions deemed supportive to the normal operating function of the product are also noted by a label on the product itself. Example; plastic water tank filling procedures, Fire pump water hammer avoidance, Signage calling out potential risk of electrocution. etc.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	CET typically pays travel time and mileage fee for a non-corporate (CET) resource and or CET distributor. All at agreed upon rates. In advance.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	CET provides warranty, service and parts to all US 50 states and territories and all provinces and territories of Canada. Where a customer is located and CET does not actively provide replacement, repair and or maintenance through our distribution agreements, CET will handle the repair problem in conjunction with the recommendations of the customer relating to a provider they are familiar with and have faith in.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	CET standard policy on outside component vendors, is to facilitate the repair directly with that vendor internally. Allow the customer to seek a source (with CET aid) of warranty approved by that vendor, at no cost to customer. Finally, to have the end user seek out a repair facility, get the part repaired and forward invoice to CET. These circumstances are rare, since CET manufacturers most all major components and does not rely on a large supply chain.	*
51	What are your proposed exchange and return programs and policies?	Warranty, repair, and or replacement vary by product line. They are explained, clearly, at time of delivery and can be accessed in advance before sale to any and all Sourcewell customers. Any product return for reason other than failure or repair receive a 20% restocking charge.	*
52	Describe any service contract options for the items included in your proposal.	CET offers extended warranty contracts on all its finished goods. These are available for varying lengths of service and are customized to the specific needs of a Sourcewell customer. Typically, our distributor network would negotiate the time and depth of the extended warranty and then receive written approval from CET to offer to the end user (Sourcewell) customer	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	CET payment terms are net 30. Our distribution network establishes their own. Typically, distribution is net 30 as well. Where Sourcewell customers are accessing a grant from some government (or other) entity, CET will negotiate special payment terms to allow the end user to conveniently access the funds and pay in a more convenient fashion. This is offered both through distribution and as a direct sale from CET.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	CET would provide leasing terms for eligible transactions in both the US and Canada. Leasing in the US would typically come from a third party and in Canada through the banking system.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	CET uses a CRM system to track all sales and service inquiries into its business. If a request and or ultimate order is received by CET directly or indirectly (from distribution or another party) all pricing and pre-sale information are provided and tracked by this system. It is integrated with our accounting and manufacturing system. Sourcewell would be entered into the original quotation as the source of the sale and that would bind all information about that order to the Sourcewell contact. This would allow CET accounting to supply a more than adequate amount of information, to your audit personnel, on whatever basis you require. Also, Sourcewell is listed in a quote analysis tracking system. As specific lead generation source just as our distributors are listed our web site is listed and other main lead sources are listed.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	CET does accept "P" card at the time of this submission. They are accepted from government entities, educational institutions and private enterprise.	*

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 *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the 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.	CET be providing, category discounts for all portable and stationary fire pumps, designated part numbers beginning with "PFP" and "SM" from list. CET will be providing, category discounts for all Skid Unit "DI", CAFS systems "35" and "60" and Skid/Glider Kits from list. CET will provide designated parts descriptions by line item, for options that can be added. Also known as "published options"
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discount is from list price. The representative discount for the contract is 25% percent before shipping Then shipping included. For US, and for Canadian "Canoe" customers. For both US and Canadian "Canoe" customers freight will be quoted per unit request on foam trailers.
59	Describe any quantity or volume discounts or rebate programs that you offer.	CET would offer quantity discount pricing based on the following formula 1. 10-19 units, 20 or more.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	CET would provide a quote for sourced products (not manufactured by CET), for each item.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	CET would not be charging for any additional charges. Discounted price will include all delivery, training and freight charges. Freight would be quoted for delivery to Alaska, Hawaii, US territories and Canadian provinces and 2 Canadian territories. Dealers may charge additional delivery and training based on customer request(s) that are not normal and customary.
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	To the lower 48 US states freight is included except on foam trailers. Freight will be quoted on foam trailers in the lower 48 and for Alaska, Hawaii, and US territories at time of price request. Any border or customs charges applicable to any Sourcwell order are covered in the discounted price. There will be no separate charges for border fees. To the 10 provinces and 2 territories of Canada freight is not included for foam trailers. Freight will be quoted to all Canadian provinces/territories, at time of price request.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	CET would provide a separate line item for shipping to these locations based on quotations at the time of "confirmation for pricing" from a Sourcwell customer. CET will use it most favored carrier, but will, and often use, the carrier of choice indicated by the Sourcwell customer for these states and US/Canadian territories.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	CET offers the Sourcwell customer both direct shipment and or shipment to a distributor or installation location of their choice.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	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 *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	CET uses an integrated CRM system to track all aspects from initial customer contact(opportunity) to quotation, to engineering, through ordering, to manufacturing and delivery. This CRM tracking allows quotation numbers, part numbers, engineering contributions, delivery notifications and service warranty references to be connected in one file. This CRM system can generate daily, weekly, monthly and yearly reporting. At CET discretion. Reports for in house orders and administrative fees owed, based on a report, would be a simple SOP, for this system. This is system/ process, is already in place at CET. Sourcewell has also been entered into our CRM system and statistical analysis tracking(quote analysis) as a base source of lead generator..
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	CET tracks Sourcewell leads in a statical spreadsheet attached to our accounting system. We track leads, ongoing sales process (through distribution or direct) results of the sales process. For instance, did we receive, and order based on a quotation (all orders are attached to opportunity files, quotations and then an order or loss notification. No matter what source, direct or distribution. If we did not receive and order, follow up is made to determine delay or loss of order and then the statistic is entered into our quote analysis spreadsheet for quarterly payment and analysis of success or failure. See attachments.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	CET will pay Sourcewell a 2% (percent) fee on products sold under the contract. This fee will not be paid on freight charges. The fee is calculated per unit sale.

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>With over a century of engineering and manufacturing CET Fire Pumps designs, engineers, manufactures and delivers portable firefighting pumps, compressed air foam systems, skid units/drop on, foam trailers, vehicle glider/skid kits, water tanks and urban interface brush fire/forestry fighting components.</p> <p>Portable and fixed fire pumps</p> <p>CET provides, designs and manufactures more than 30 models. For municipal, forestry, industrial and private fire suppression. High-Volume Pumps, Mid-Range Pumps, High-Pressure Pumps, High-Pressure Volume Pump, De-Watering and Floating Pumps</p> <p>CAFS (Compressed Air Foam System)</p> <p>The CET CAFS provide a self-contained, gas or diesel-powered, "Slide-In" type compressed air foam system (CAFS) units. The CAFS unit is designed to fit into the back of a standard length and width pick-up truck body, to discharge water only, air only, or compressed air foam from the same discharge outlet. In addition, the consistency of the compressed air foam (expansion ratio), wet/dry is fully adjustable.</p> <p>Skid Units</p> <p>A tank, a live hose reel and/or cross lay, a portable fire pump and/or a compressed air foam system (CAFS), with an engine: that can be combined into a single one-piece assembly, slipped into a pick-up truck, dropped onto a truck chassis, mounted on a trailer or into a body and used for flowing water and or foam/CAFS on a structural fire, car fire, industrial or wildfire. The most common wildland and urban interface fire engines combine a small truck with a water tank and a high-performance pump. Municipal/Industrial fire departments and all forestry fire authorities use skid unit/drop-on units. The sizes vary from 50 gallons, for ATV, up to 5000 gallons for full size vehicles. As stand-alone or as part of a more complete skid unit, the glider kit skid offers fire departments more flexibility, at a reasonable cost and in a shorter period of delivery time.</p> <p>Skid Unit Glider Kits</p> <p>Engineered by CET to be mounted as a complete unit with more carrying capacity than a standard pick-up style skid-unit/drop on. The glider gives a more complete packaged version of a skid unit for departments with limited budgets. These units offer the same rear mounted or cross mounted pumping systems to meet the customer's needs. These skid glider units can come with compartments attached to carry necessary equipment.</p> <p>Foam Trailers</p> <p>CET Fire Pumps Manufacturers a variety of foam trailers from 150 to 2,000 gallons. These versatile trailers are ideal for use in industrial, commercial, municipal and forestry environments. Foam Trailers provide a very effective protection tool for airport fuel storage and power plant installations.</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Water tanks for pump water or foam storage.</p> <p>Tanks are integral part of any fire suppression unit, CET designs and manufactures polypropylene tanks to store water or foam in use with drop on skid and drop on skid glider kits. Sizes can range 50 gallons to 5000 gallons. Customers will need replacement tanks for existing skids and additional tanks for future requirements.</p> <p>Skid Unit Glider Kits</p> <p>Engineered by CET to be mounted as a complete unit with more carrying capacity than a standard pick-up style skid-unit/drop on. The glider gives a more complete packaged version of a skid unit for departments with limited budgets. These units offer the same rear mounted or cross mounted pumping systems to meet the customer's needs. Thes skid glider units can come with compartments attached to carry necessary equipment.</p>

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

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

Line Item	Category or Type	Offered *	Comments	
71	Equipment, tools, supplies, and accessories used for all types of fire and rescue service, including structural firefighting, wildland firefighting, vehicle extrication, technical rescue, vehicle and aircraft rescue, HazMat, and EMS	<input checked="" type="radio"/> Yes <input type="radio"/> No	The CET equipment available for the contract includes all types of structural, wildland and industrial commercial fire suppression and rescue..	*
72	Firefighting water flow equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	All CET products offered can have waterflow equipment as standard components.	*
73	Fire pumps, skid units, and compressed air foam systems (CAFS)	<input checked="" type="radio"/> Yes <input type="radio"/> No	CET offers the most complete designed, engineered and manufactured offering covering all items listed in line. 73	*
74	Firefighting suppression	<input checked="" type="radio"/> Yes <input type="radio"/> No	CET's offering under the SOL is all about fire suppression.	
75	Firefighting attack, ventilation, and rescue tools	<input checked="" type="radio"/> Yes <input type="radio"/> No	CET considers firefighting/suppression part of ventilation and rescue.	
76	Thermal imaging and similar situational awareness equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	CET is offering no situational awareness products in our response.	
77	Extrication tools and equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	CET does not offer extrication tools for this SOL.	
78	Technical, vertical, trench, and confined space rescue equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	CET does not offer confined space rescue equipment to for this SOL.	
79	Portable ladders	<input type="radio"/> Yes <input checked="" type="radio"/> No	CET does not offer ladders for this SOL.	
80	Hazardous materials (HazMat) response equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	CET fire pumps and tanks can and are used for cleanup and mitigation from hazardous spills.	
81	Wildland firefighting equipment and upfits for vehicles, ATV/UTVs	<input checked="" type="radio"/> Yes <input type="radio"/> No	All CET products presented for this SOL can be used in Wildland fire fighting and upfits. Engineering for existing customer chassis requirements (ATV/Truck chassis) is a specialty for CET.	
82	Related tools and accessories complementary to the offering of 1.a.i – x	<input type="radio"/> Yes <input checked="" type="radio"/> No	CET offers no tools and or accessories in response to this SOL.	*
83	Complementary services related to the equipment offered in 1. a. i – x. above, including training, testing, certifications, maintenance or repair, installation and warranty programs	<input checked="" type="radio"/> Yes <input type="radio"/> No	Since CET designs manufactures and delivers all of the products listed for acceptance on this SOL. CET does offer complete training, testing, certifications and maintenance. CET also offers repair, installation and full warranty for all our products submitted under this SOL. All are available direct from CET or from CET approved distributors throughout the US and Canada.	*

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

Line Item 84. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - PRICING.24.zip - Thursday February 01, 2024 10:21:25
 - [Financial Strength and Stability](#) - FINANCIAL.INSURANCE.24.zip - Thursday February 01, 2024 10:21:44
 - [Marketing Plan/Samples](#) - Marketing.24.zip - Thursday February 01, 2024 10:50:52
 - [WMBE/MBE/SBE or Related Certificates](#) - CET Fire Pump Mfg Inc - 2024 FAMA Membership Certificate.pdf - Thursday February 01, 2024 10:28:20
 - [Warranty Information](#) - WARRANTY.24.zip - Thursday February 01, 2024 10:28:44
 - [Standard Transaction Document Samples](#) - Lead.Opportunity.Quote.Analysis.Example.zip - Thursday February 01, 2024 10:33:40
 - [Upload Additional Document](#) - Literature.Drawings.Certificates.CatalogsSpecs.zip - Thursday February 01, 2024 10:48:37
 - Requested Exceptions (optional)

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. - Gerald Halpin, VP Sales, Principle, CET Fire Pump

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_1_Firefighting_Equipment_RFP_020124 Fri January 19 2024 12:49 PM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1
TO
CONTRACT #020124-CET**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **CET Fire Pumps Mfg. Ltd.** (Supplier).

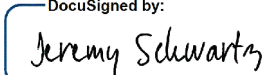
Sourcewell awarded a contract to Supplier to provide Firefighting Equipment and Rescue Tools with Related Suppliers and Accessories, to Sourcewell and its Participating Entities, effective April 2, 2024 (Contract).

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

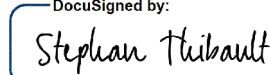
Section 18. Insurance–Subsection A. Requirements– Item 6. Network Security and Privacy Liability Insurance, of the Contract, is modified to reduce the minimum limit requirements to \$1,000,000 per occurrence and \$1,000,000 annual aggregate.

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

Sourcewell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz, Director of Operations/CPO
Date: 5/10/2024 | 7:14 PM CDT

CET Fire Pumps Mfg. Ltd.

DocuSigned by:

By: ED13788555BE4E7...
Stephanie Thibault, President
Date: 5/11/2024 | 3:04 PM CDT