

**MASTER AGREEMENT #102325****CATEGORY: Public Safety Training and Simulation Equipment and Technology****SUPPLIER: KFT Fire Trainer, LLC**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and KFT Fire Trainer, LLC, 5 Pearl Court, Unit D, Allendale, NJ 07401 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on February 13, 2030, unless it is cancelled or extended as defined in this Agreement.
1. **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 2. **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #102325 to Participating Entities. In Scope solutions include:
1. Sourcewell is seeking proposals for Public Safety Training and Simulation Equipment and Technology, including but not limited to:
 - a. Facilities, structures (fixed or mobile);
 - b. Equipment, props, supplies, rentals, and consumables;
 - c. Augmented or virtual reality, interactive, and digital simulation technology and related software, hardware, and equipment;
 - d. Instructional, educational, training programs, incident-based training, and learning management systems with directly related materials and supplies; and,
 - e. Services, equipment, and software directly related to the offering of the solutions described in Sections 1. a. – d. above, including design, installation, maintenance, repair, training, integration, support, and customization.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- a. **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- b. **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- c. **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) Bankruptcy Notices. Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

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

16) Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200). Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- a. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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 comply 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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements 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 Agreements by Sourcwell 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 Agreement it 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 Agreement 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 Agreement 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 Agreement 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 Agreement or any purchase by a Participating Entity.
- p. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcwell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcwell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

- r. **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.
- s. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement 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 Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

**Article 2:
Sourcewell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions 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 Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, caused by any act or omission in the performance of this Agreement 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **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, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) 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.

ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement 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.

- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **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 Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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 Agreement 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

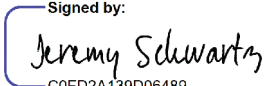
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

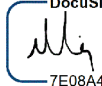
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

- 4) **Ordering Process and Payment.** Supplier’s ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier’s standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

KFT Fire Trainer, LLC

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 3/4/2026 | 7:22 PM CST

DocuSigned by:

 7E08A4A93DC140F...
 By: _____
 Mirza R. Lane
 Title: Chairwoman & Executive Director
 Date: 3/4/2026 | 12:49 PM EST

RFP 102325 - Public Safety Training and Simulation Equipment and Technology

Vendor Details

Company Name: KFT Fire Trainer, LLC
Does your company conduct business under any other name? If yes, please state: No
Address: 17 Philips Parkway
Montvale, NJ 07645
Contact: Louis Long
Email: louis.long@kft.firetrainer.com
Phone: 551-500-6603
Fax: 551-500-6603
HST#: 22-2894089

Submission Details

Created On: Thursday October 16, 2025 11:42:38
Submitted On: Thursday October 23, 2025 15:13:47
Submitted By: Louis Long
Email: louis.long@kft.firetrainer.com
Transaction #: 40a5fd6d-7342-43b4-8009-e8d37aafc534
Submitter's IP Address: 147.243.202.243

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

| Line Item | Question | Response * |
|-----------|---|--|
| 1 | Provide the legal name of the Proposer authorized to submit this Proposal. | Mirza R. Lane |
| 2 | In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N. | Yes |
| 3 | Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell). | KFT Fire Trainer, LLC |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | 06003 |
| 5 | Provide your NAICS code applicable to Solutions proposed. | 236220, 238190, 238990, 332311, 332312, 332919, 332999, 335999, 339999, 541330, 541350, 541420, 541511, 541990, 561210, 561790, 561990, 611519, 811310 |
| 6 | Proposer Physical Address: | 5 Pearl Court, Unit D, Allendale, NJ 07401 |
| 7 | Proposer website address (or addresses): | kft.firetrainer.com |
| 8 | 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): | Mirza R. Lane, Chairwoman & Executive Director, 5 Pearl Court, Unit D, Allendale, NJ 07401. mirza.lane@kft.firetrainer.com, 201-300-8109. |
| 9 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Louis F. Long, Sales Director. 158 New Harrison Bridge Road, Simpsonville, SC 29680. louis.long@kft.firetrainer.com, 551-500-6603. |
| 10 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Arlene Rosenberg, Executive Administrative/HR Assistant, 5 Pearl Court, Unit D, Allendale, NJ 07401. arlene.rosenberg@kft.firetrainer.com, 201-300-8138. |

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

| Line Item | Question | Response * |
|-----------|--|---|
| 11 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions. | <p>Company History:</p> <p>KFT Fire Trainer, LLC is the world's leading supplier of computer-controlled, gas-fueled, live fire training systems. KFT's training systems, controlled by computer and fueled by propane or natural gas, allow realistic fire training in a safe and environmentally sound manner. These training systems have been widely adopted by municipal, airport, and industrial fire departments as well as military and maritime fire training organizations worldwide. The company has 46 consecutive years of fire training experience.</p> <p>Our history began in 1943 when The Austin Company created its Special Devices Division to design and supply training equipment for the U.S. Navy. Renamed "Austin Electronics", the division continued to focus on training systems. In</p> |

1979, Austin Electronics began the development of the U.S. Navy's first modern Fire Fighting Trainer, Device 19F1, which the division successfully installed at the Norfolk Naval Base in 1984. The Navy subsequently awarded contracts in 1985, 1987 and 1989 for nine additional fire-fighting trainers of six distinct types. In 1988, we changed our name to Symtron Systems, Inc.

Acquired by Kidde plc in September 2003, Symtron Systems inc. (USA), Symtron GmbH (Germany), ICS International Code Services (Canada and UK), and IFTE International Fire Training Equipment Limited (UK) are now offering their products under the name "Kidde Fire Trainers."

Kidde plc was acquired by United Technologies Corp. (UTC) on 1 April 2005 and integrated under the UTC Climate, Controls & Security division (formally known as UTC Fire & Security), which is a \$5.8 billion global fire safety and security company employing more than 40,000 people throughout the world.

In March 2014 KFT was acquired by US based company Keystone Capital, Inc. as a new strong partner at its side. With this partner KFT has both the necessary freedom and rear cover to grow further and handle even the biggest projects successfully.

January 28, 2016, Kidde Fire Trainers, LLC changed its name to KFT Fire Trainer, LLC. This change has enabled us to rededicate ourselves by focusing and further providing the best fire training solutions and services to the market, our business partners and clients.

July 28, 2020, Keystone Capital, KFT's principal owner since 2014, sold its ownership stake back to the company.

In its 46 consecutive years in the business, KFT Fire Trainer, LLC has installed over 3,000 fireplaces at over 700 private as well as federal, state, county, municipal, and other government agencies throughout the world. KFT Fire Trainer, LLC has been in the computer-controlled, gas fueled fire train-er business longer than any other company and have fielded more fire training systems than all competitors combined and will be around in the long term to support customer's investment in Fire Training.

Core Vales:

Safety: As a founding member of the National Fire Protection Association (NFPA) 1400 series committee, KFT has advocated for continuous safety improvements for gas fired, computer controlled fire training systems for decades. When NFPA 1402 changed from a guide to a standard in 2019, and recommendations became requirements, KFT was the only fire training prop provider that did not have to change our design to comply with the new standard. As the inventor of gas fueled, computer controlled fire training systems our first trainer was designed, built and installed for the US Navy. The safety requirements for the Navy trainer were very stringent, and our approach of putting safety at the forefront of our design has carried forward for 46 years.

Quality: At KFT, we design fire training props to last a minimum of 20 years. We have training props that are over 35 years old and still in continual use today. We partner with Original Equipment Manufacturers (OEM) parts suppliers that ensure a 20 year support cycle for each of the components we install in our training props.

Value: In addition to designing and manufacturing fire training props to last 20 years, KFT's overall lifecycle costs are the lowest in the industry. We design our props to MIL-STD 882, which requires our program to provide pinpoint accuracy for any fault recorded with our system. As an example, if a specific prop triggers an emergency shut down due to a safety threshold violation (high temperature, high unburned gas level, pilot failure, etc), the system operator receives a detailed description of the issue and the exact location. This level of accuracy minimizes down time. We have included this feature in all interior fire training props since our first trainer was built for the US Navy. We also provide a list of all replaceable components, including our part number as well as the OEM part number and OEM contact information. This allows users to buy from us or directly from the OEM provider. Another example of cost savings for the customer.

Innovation: To date, KFT has earned 28 patents for innovation and first to market technology that we invented. We are not resting on our laurels and continue to improve our fire training products. We strive to simplify systems, making them easier to operate and less expensive to maintain, while maintaining challenging fire scenarios for fire fighters.

| | | | |
|----|---|---|---|
| 12 | What are your company's expectations in the event of an award? | If awarded a vendor opportunity with Sourcewell, KFT expects to have increased visibility with city, state/provincial and federal customers that we may not be reaching currently. This additional visibility may require additional internal resources to meet the increased demand for our products. Anticipated additional resources include inside salespeople to handle increased call/inquiry volume, additional administrative personnel to handle the administration of anticipated processing requirements and contractual reviews. As we primarily build products to order, as opposed to stocking finished products, we will discuss lead times with suppliers and, if needed, increase stock levels for long lead time items. | * |
| 13 | 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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION. | KFT is a financially stable and profitable company. See financial data provided in the Documents tab. | * |
| 14 | What is your US market share for the Solutions that you are proposing? | KFT currently has approximately 30-35% market share within the US market. | * |
| 15 | What is your Canadian market share for the Solutions that you are proposing? | KFT has approximately 20% market share within the Canadian market. | * |
| 16 | Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation. | N/A | * |
| 17 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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? | KFT is a manufacturer of Fire, Hazardous Material (Hazmat) and confined space training props. We design, fabricate, install, maintain and upgrade training props as described above. Internally KFT has Engineering, Design, Project Management, Logistics, Field Service Technicians, Supply Chain and Sales as a part of the customer facing product and project teams. Our team handles all aspects of product development, assembly, installation and service/maintenance internally, with some external fabrication support as needed. Additionally, KFT works with distributors to increase our reach to customers. The majority of our distribution support is with the Federal Government, with a level of support with Municipal and State customers. The distributors assist with order generation and share of voice within the fire service, with KFT handling the design, installation and handover functions mentioned above. All internal functions mentioned above are handled by KFT employees while distributors assist with sales. | * |
| 18 | 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. | Licenses: KFT is licensed as a contractor in four states. Outside of the license required to perform contracting/project work within each state, there are no other license requirements required within our industry. Certifications: As a fire training prop manufacturer, KFT maintains the standards of two primary regulatory agencies, National Fire Protection Association (NFPA) and a Nationally Recognized Testing Laboratory (NRTL). As mentioned previously, KFT designs and builds our fire training props to adhere to the NFPA 1402 Standard. Additionally, KFT has "Authorization to Mark" our fire training props as meeting all NFPA and OSHA requirements. As part of our Authorization to Mark, KFT is subject to no notice inspection from an NRTL to ensure our manufacturing and documentation process adheres to prescribed standards. | * |
| 19 | Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation. | N/A | * |
| 20 | Describe any relevant industry awards or recognition that your company has received in the past five years. | As mentioned previously, KFT has earned 28 patents to date, more than all other fire training prop manufacturers combined. | * |
| 21 | What percentage of your sales are to the governmental sector in the past three years? | 74% | * |

| | | | |
|----|--|--|---|
| 22 | What percentage of your sales are to the education sector in the past three years? | 12% | * |
| 23 | List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years? | None. KFT accesses State and Cooperative purchasing agreements through our distributor network. Examples of distributor networks includes, GSA, Defense Logistics Agency (DLA) Tailored Logistics Support (TLS) contract & US Communities. | * |
| 24 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | N/A | * |

Table 2B: References/Testimonials

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

| Entity Name * | Contact Name * | Phone Number * | |
|--|--|-----------------------|---|
| Naval Air Warfare Center Training Systems Division (NAWCTSD) | Darrell D. Conley, Surface & Undersea Fire Fighting Trainer Program Manager | 407-380-4983 | * |
| Bergen County, Law & Public Safety Institute | Director Richard Blohm | 201-785-5702 | * |
| Suffolk County Fire Academy | Chief Scott W. Davonski, Executive Director | 631-924-6822 ext. 204 | * |
| Colorado Division of Fire Preventive & Control | Lisa Pine, EFO, Chief, Professional Qualifications & Training Section Fire Training Director | 303-335-7486 | |
| Lancaster County Public Safety Training Center | Todd Kirkpatrick, Director, Public Safety Training Center | 717-537-4193 | |

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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. | KFT has an internal North American sales force of three people, and through our distributor network, we have over 100 sales representatives. | * |
| 27 | Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods. | KFT works with four distributors across North America. We have long standing partnerships with each of the Distributors. The two primary distributors are L. N. Curtis and Municipal Emergency Supply (MES). We also have worked for years with Safeware and to a limited degree with NAFECO. As mentioned previously, our Distributors have the contracting vehicles in place for government users as well as a sales force that assists with ensuring our products are represented within the Fire Service. | * |
| 28 | Service force. | KFT has a team of nine Field Service Technicians focused on installation and maintenance of fire training props across North America. | * |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | Upon receipt of a purchase order or contract, KFT enters the orders into our database. Once the order is entered, we schedule an internal kick off meeting with stakeholders. Depending on the complexity of the order, the stakeholders include design, engineering, supply chain, project management, sales, finance and field service. After the kick off meeting, the order is “released” within our database and the supply chain team orders required material. Once we have enough of the material to begin assembling end items, our shop begins assembly. Once all items are assembled, our engineering team tests the trainer. After the trainer passes all of the factory tests, the trainers are packaged for shipping and sent to the customer. Additionally, as the trainer is nearing completion, our administrative team completes the Operation & Maintenance manuals, Certificates of Origin (required for all trainers that include a trailer) and warranty letters. The project manager also schedules the field service technician for the handover training, which we complete at the customer’s location. After handover and customer acceptance, the trainer is covered under warranty for repairs if needed. If the customer purchases a maintenance agreement with the trainer, we schedule the first maintenance visit within six months. | * |
| 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 | KFT’s Customer Service Department is located at our corporate office at 5 Pearl Court, Unit D, Allendale, NJ 07401. Customer Service Introduction: The KFT Fire Trainer, LLC Customer Service Department is responsible for ensuring | |

help your providers meet your stated service goals or promises.

that every fire trainer we install is available for training to the maximum extent practicable. This section describes the Customer Services Department's role in ensuring our customer's trainers remain operational.

Mission

The mission of the Customer Service Department is to

- Install each trainer in accordance with the highest standards of workmanship
- Maximize the availability for student training of every system delivered by KFT

Fire Trainer

- Provide guidance to the staff of each trainer in its operation and maintenance
- Resolve every issue and problem to the satisfaction of the Owner of each trainer

Trainer Life Cycle Phases (Average)

The life cycle of every fire training system consists of three major phases:

| Phase | Typical Duration | Responsibility |
|--------------------------------|---|------------------|
| Award/Manufacture/Installation | 4 to 6 months | Program Manager |
| Warranty Period | 24 months | Customer Service |
| Post Warranty Period | 15 to 20 years after initial installation | Customer Service |

The Program Manager assigned to each trainer contract transfers responsibility to the Customer Service Department after completion of the formal acceptance test, completion of contract closeout requirements, and customer final acceptance by the Owner of the trainer. The responsibilities of the Customer Service Department extend throughout the life of each trainer. The charter of the Customer Service Department includes monitoring the status of each trainer periodically to verify that the user has no problems. A trainer that is not operational is not acceptable to our organization.

The Customer Service Department provides operation and maintenance guidance to trainer users through the following activities:

Activity Tool

- Documentation Training Course Outline
- Operation & Maintenance Manual
- Training Course Trainer operating instructions
- Trainer maintenance instructions
- Warranty Period Telephone Assistance
- Replacement parts identification / shipments
- Preventive Maintenance (PM) Site Visits (if required by contract)
- Corrective Maintenance (CM) site visits (if needed to supplement the capabilities of the user to resolve a problem.)
- Post Warranty Period Telephone monitoring
- Maintenance Agreements, tailored to the needs of the user, inclusive of PM visits, CM visits, parts and materials.

Trainer/Customer Database

We log all incoming service calls into our database. The database includes the system type, the contact information, the last call made to the CS department, and a brief summary of the nature of the previous call. The database contains our parts inventory, vendor information and system drawings. This information is accessible internally by a Local Area Network or externally via the intranet. Telephone Assistance

We provide our customers with telephone assistance via toll free number (1-800-288-3973) during their operational and training hours. Our Customer Service Department is on duty 24 hours each day. During our normal workday of 8 AM to 5 PM Eastern Time, our automated answering system directs a customer who calls our office to select the Customer Service Department. If the user calls outside the normal business hours, the automated attendant provides contact information for the field service technician that is on call. A technician will return the call promptly to discuss and help resolve any issue or problem. Every CS Technician has a cellular telephone to respond to the immediate needs of the customer.

Once a customer is connected to our technicians, the customers' data is at their disposal via modem equipped laptop computers. Our technicians have the latest call data regarding the site whether it was a call to order supplies, or operational and maintenance issues with the trainer. Our customer database allows all of our technicians to assist in the support effort and not rely on one or two individuals to resolve system-related problems.

To request service: Utilizing an Online Service Request Form, you simply enter the details of your request and someone from our service department will contact you. You will receive an email confirming your request and you may check the status of this request in our system at any time.

Parts and Supply Orders

Parts and supply ordering is handled by our Customer Service Administrators. They process orders, provide assistance locating parts if the customer is unable to locate them in the manual, and coordinate shipment of the parts to the trainer site. Use of the in-plant database system provides the CS Administrator with a summary of the customer's facility, defines the system model, supplies used, and parts required. After the customer places an order, and we ship it, the CS Administrator tracks the package to its final destination. If the shipper identifies a delay, the CS Administrator calls the customer to advise of the revised delivery date.

Preventive and Corrective Maintenance (if required by contract)

Using the database, we schedule Preventive Maintenance visits, based on the frequency defined by the warranty or maintenance agreement, as applicable. The system generates work orders bi-monthly that describe the scope of work and materials required to perform the visit. This procedure provides improved inventory management, ensuring that material is available whenever we must conduct a preventive maintenance visit.

The Customer Service (CS) technical staff are available for corrective visits when needed. If a corrective visit can be scheduled while visiting a neighboring site, we will do so. If the customer requests that we send a technician to resolve a problem that the customer's staff cannot resolve, we dispatch a technician to arrive at the site 24 hours after receiving a request.

While on site the CS Technician will meet with the instructors/maintenance staff to review the problems with the trainer. He will also review the customer database via the Company's intranet using his modem-equipped notebook computer. If during the review of our database, he finds other items that have been issues in the past he works to resolve them at that time.

If parts are required, the CS technician has access to check the Company's parts inventory via a notebook computer and generate requests for the needed part to be shipped, overnight if necessary. If the item is not available from our stock, he can confirm the vendor's name and contact information to generate a direct request to the vendor. The Company has the tools and personnel in place to ensure the training system is available for use by the instructors.

Operator Training

At the conclusion of the installation of the trainer, we conduct an Operation and Maintenance training course. However, promotions and attrition result in a turnover of the trained staff. We provide continuing training for the facility staff to ensure that they are properly introduced to the system and remain current on its use. Depending on the customers' needs, training can be formal using classroom time to discuss the theory of system operation or it can be limited to hands-on instruction.

Customer Satisfaction Surveys

Our Customer Service Administrator makes quarterly calls to each customer, inquiring about changes in staff, system-related problems, or changes to contact data. During the call, if applicable, we confirm that our previous service visit resolved any problems with the trainer. If a problem exists and the customer has the time to discuss it with a CS Technician, we promptly arrange a return call.

Maintenance Support Programs

KFT Fire Trainer offers three primary maintenance programs tailored to meet the needs of the training facility after the conclusion of the warranty period.

Corrective Maintenance Program

The program provides both corrective and preventive maintenance, along with all replacement parts.

Preventive Maintenance Program

Provides scheduled maintenance performed by a trained member of our staff. Services include evaluation, calibration, lubrication, system adjustments, and parts replacement.

Parts Support Program

If a facility has the maintenance staff in place, it will need a replacement part. We provide a quote for any part needed, by expedited delivery, if required.

Staff Experience

Each technician in our Customer Service Department has an average of 10 years' experience supporting and maintaining trainers. We conduct in-plant training to keep the staff current on system changes. Each technician logs at least 24 hours per year refreshing their skills.

Technology

We use the latest technology available to support customer needs and requirements. The technicians carry cellular phones for communicating with customers and the resources within the KFT office. Notebook computers are used to access parts

inventory, to check customer status, and to provide updates on continuing issues. KFT uses a remote diagnostic tool including an integrated firewall that allows KFT to provide expedited customer support without subjecting the system to the risks of being directly connected to the internet. In order to provide the best service possible, the KFT Technical team also utilizes all available technology to support remote troubleshooting and training such as video chat and Augmented Reality applications that allow the technician to fully observe the system and provide clear instruction to the user.

KFT warranty & service coverage is in compliance with the RFP. The Preventive Maintenance cost is not included in warranty or extended warranty values. The Fire Training Simulation Equipment has a long design life assuming the approved maintenance regime is followed, and required maintenance and repairs are performed by approved service engineers in accordance with the Operation and Maintenance Manual. We recommend 2 visits per year based on trainer usage. We have also provided pricing for optional Warranties up to five years and Annual Preventive Maintenance pricing.

KFT has a dedicated department covering all aspects of Customer post-purchase support. We have a dedicated in-country customer support team. In addition to the dedicated US team, KFT is fortunate to draw on additional support from other KFT offices around the world if needed. With unrivalled support systems in place, we are confident that in the unlikely event of an equipment failure, KFT response will be immediate. The KFT Customer Service Team can be contacted through our Online Request, Telephone and Email. Action on site will depend on whether the problem can be solved remotely, or we need to send someone to your site. Installation, maintenance, and service support will be provided through our US HQ in Allendale, NJ. Our service engineers live in various locations throughout the US, so the location of individual service engineers will be determined at the time of need.

Operator & Maintenance Training

Commissioning is included in our offer. Prior to start of commissioning KFT will set up a commissioning program. Permanent power and Gas will be required to properly commission the system. Approximately 14 days before the acceptance test, KFT will provide an acceptance test procedure for approval.

We will provide a full set of documentation to support our installation and on-going operation and maintenance. KFT will provide 3 copies of our Operator and Maintenance Manuals to the Owner.

The required documentation consists of (not limited to):

- General layout drawings
- Process and Instrumentation installation overview
- Component Technical data
- Wiring diagrams
- Operation and Maintenance Manual (O&M)
- Spare parts list

Operation & Maintenance Training

KFT Fire Trainer LLC typically provides on-site training for operation and maintenance of our training system. Upon completion of installation, testing and acceptance by Owner, KFT's factory-employed service technician will provide 2 business days at 8 hours per day operation and maintenance training course for up to (10) ten persons designated by the Owner.

The training course will include:

1. System Orientation
2. Introduction to general system function
3. Operation policies and procedures for safe and effective operation of the system
4. System setup
5. Operation of each component of the system
6. Safety features and concerns
7. Calibration
8. Preventative maintenance
9. Hands on Training
10. Troubleshooting
11. Parts List
12. Drawing & Reference Materials
13. Training Evaluation

KFT will furnish each student with a training course outline and training materials (operation and maintenance manual). All training may include classroom instruction and will also include actual hands-on operation of the installed systems.

Promotions and attrition result in a turnover of the trained staff that could result in inefficient use of the training systems. We provide continuing training for the facility

| | | | |
|----|--|---|---|
| | | <p>staff to ensure that they are properly introduced to the system and remain current on its use. Depending on the customer's needs, training can be formal using classroom time to discuss the theory of system operation or it can be limited to hands-on instruction.</p> <p>At the end of KFT's training, each student will be capable of safely and properly operating and maintaining each aspect of our system.</p> <p>Maintenance/Service Support Warranty KFT standard product warranty is that the fire training system will be free from defects in material and workmanship for a period of one (1) year after the final system acceptance date. As needed, KFT will offer extended warranties based upon customer requirements. We will provide replacement parts for any parts that fail in normal use. We will provide a toll-free customer service telephone number that can be used by the Owner 24 hours per day, 7 days per week to contact the KFT Customer Service department.</p> <p>Life expectancy. If prescribed maintenance procedures are followed, the life expectancy of our training systems is at least 20 years. Many of our systems are more than 20 years old and still function as designed.</p> <p>The warranty period will begin after the Customer Acceptance date and will be in place for (1) one year, longer if required. A Warranty walkthrough will occur no later than one month prior to the expiration of the warranty on a date mutually agreed upon by KFT Fire Trainer, LLC and the customer.</p> | |
| 31 | Describe your ability and willingness to provide your products and services to Sourcwell participating entities. | As described above KFT has a staff of designers, engineers, sales and field service capable of additional opportunities that will arise if KFT is selected as a vendor on the Sourcwell contract. If needed, KFT will add additional staff to handle the increased workload. | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada. | KFT has existing customers in Canada currently, both federal and municipal. We have the logistics and expertise in place to handle cross border transactions and our financial system is set up for transactions in both US Dollars as well as Canadian Dollars. | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement. | N/A | * |
| 34 | Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this. | N/A | * |
| 35 | Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | None, we currently have customers in both states. Shipment of products will not be a problem as we have carriers that already deliver to these states. Maintenance, repairs, upgrades will not be a problem as we have performed all of the above in both states. | * |
| 36 | Will Proposer extend terms of any awarded master agreement to nonprofit entities? | Same process as any other buyer. | * |

Table 4: Marketing Plan (100 Points)

| Line Item | Question | Response * |
|-----------|---|--|
| 37 | Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | See sample marketing document uploaded in the documents section. |
| 38 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | KFT's primary marketing tools are direct engagement with end users/customers. We primarily accomplish this with in person visits to customer locations, and trade shows. We attend approximately 10 trade shows per year. Additionally, our distribution partners include our products in their product portfolio catalogues, on their websites and during their on site meetings. Additionally, we have our website, that generates weekly leads. We have previously advertised in trade show publications as well. |
| 39 | In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process? | KFT will send a notice to all existing customers informing them that we are on the Sourcewell contract along with directions for how they can get our products through the contract. Additionally, we will post the announcement on our website. The sales team will also include a bullet in our email signature block indicating that our products are now available through the Sourcewell contract. |
| 40 | Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | N/A |

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

| Line Item | Question | Response * |
|-----------|--|---|
| 41 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | KFT provides several training programs for our customers. As mentioned in line 30, whenever KFT delivers/commissions a new fire training product for a customer, we provide extensive Operations & Maintenance training. The training generally consists of both classroom and hands on training, with the majority of the time spent doing hands on training. This ensures the customer knows how to use our fire trainers safely, and how to perform operator level maintenance. The training is required for all new users, and optional for customers that are purchasing additional similar fire training props to add to their training centers. The cost of the initial training is covered in the price of the fire training prop purchased. For customers that purchase a maintenance contract, our field service technicians offer refresher training if the customer desires this for new personnel or just a level setting opportunity for the training staff. |
| 42 | Describe any technological advances that your proposed Solutions offer. | As mentioned in Line item 11, KFT has earned 28 patents. Each of the patents was awarded because our engineers brought new technology to the industry. Several recent technological advances we provide are Aquamesh, FireSym and Virtual & Augmented Reality. For the Aquamesh system, we modify our interior fire training props in a way that prevents fire fighters from "cheating" the fire by spraying directly into the fire source. Additionally, the Aquamesh system provides higher radiant heat levels within the burn area of the prop. The FireSym trainer is a portable fire simulator (no actual fire), that provides a heat signature, allowing it to be visible through the fire fighter's thermal imaging camera, it provides visual feedback with smoke and lights, allowing the firefighters to identify the fire source, it also provides sound replicating burning material. In addition to the features mentioned above, this prop can be moved to different locations within a training structure. This is very helpful for departments that train in the same burn building year after year. It offers a way to combat complacency as fire fighters memorize where all of the fixed fire scenarios are within a fire training structure. Additionally, KFT has partnered with FLAIM on integrating their virtual training platform into customer requested training scenarios. We are working on solutions for both virtual training scenarios as well as augmented reality scenarios. |
| 43 | Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each. | N/A |

| | | | |
|----|---|---|---|
| 44 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | N/A | * |
| 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? | As indicated throughout this questionnaire, KFT has integrated patented technology into our fire training systems, we place safety, value and product durability into all product designs, making our trainers the safest and longest lasting within the industry. Not only does this provide a safe training environment, but lower life cycle costs for end users. Our parts are made up of industrial grade components that are built to withstand the rigors of fire fighter training. | * |
| 46 | Explain your licensing process and service agreements with end users. | Our customers are licensed to operate our equipment after they demonstrate proficiency during the previously mentioned Operations & Maintenance training we provide during commissioning and handover of our fire training systems. Customers are also authorized to perform operator level maintenance on the training props, again, after we provide the training to ensure they are proficient in maintaining the system. Customers are not licensed to modify our system, as this negate the certifications mentioned previously (NFPA, OSHA, NRTL). | * |
| 47 | Describe your offering's compliance to applicable national standards such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI), Canadian Safety Association (CSA), and Technical Standards and Safety Association (TSSA) | KFT's fire training systems adhere to all relevant standards (NFPA, OSHA, ANSI, CSA). As mentioned previously, KFT is a founding member of the NFPA 1400 series standards committee and has been a long advocate for continuously increasing the safety and performance of fire trainers. Our "Authorization to Mark" subjects KFT to no notice inspection from a Nationally Recognized Testing Laboratory. KFT documents our compliance with each of the inspections as they occur. As a provider of fire training systems through North America (USA & Canada), we meet the requirements of ANSI and CSA. | * |
| 48 | Explain and provide information about any design services you offer. | <p>KFT offers design services as part of our more complex installed systems. During the design phase of projects, we work closely with the larger design team which typically includes the end user (Fire Department, Academy, etc.), Architects, Engineers, General Contractors and skilled trades. Depending on the complexity of the project, the design phase will typically last several months. During this phase, our plans are reviewed/approved several times. The most common review cycle is 30% review, 60%, 90% and 100% review.</p> <p>For systems that are less complex, we have many trainers that we have completed the design work for, and we may make a few adjustments to meet specific customer requirements. We do this with the customer and the appropriate members of our team. All adjustments will involve product designers as a minimum and our engineering department as needed.</p> | * |

Table 5B: Value-Added Attributes

| Line Item | Question | Certification | Offered | Comment |
|-----------|---|---|--|--|
| 49 | Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply. | | <input type="radio"/> Yes <input checked="" type="radio"/> No | KFT is self-certified as a small business enterprise in the System for Award Management (SAM), in strict compliance with the SBA-administered size standards for our NAICS code. |
| 50 | | Minority Business Enterprise (MBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/A |
| 51 | | Women Business Enterprise (WBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/A |
| 52 | | Disabled-Owned Business Enterprise (DOBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/A |
| 53 | | Veteran-Owned Business Enterprise (VBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/A |
| 54 | | Service-Disabled Veteran-Owned Business (SDVOB) | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/A |
| 55 | | Small Business Enterprise (SBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | KFT is self-certified as a small business enterprise in the System for Award Management (SAM), in strict compliance with the SBA-administered size standards for our NAICS code. |
| 56 | | Small Disadvantaged Business (SDB) | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/A |
| 57 | | Women-Owned Small Business (WOSB) | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/A |

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

| Line Item | Question | Response * |
|-----------|---|--|
| 58 | Describe your payment terms and accepted payment methods. | See Terms & Conditions within the Documents section. KFT's payment terms are negotiable, but as a small business, we prefer a down payment for small projects and payment milestones for larger projects that take longer to complete. Our typical downpayment is 30%, with the 70% balance due upon customer acceptance. For milestone payments, we generally negotiate the payment schedule with the funding authority. All payments are Net 30. |
| 59 | Describe any leasing or financing options available for use by educational or governmental entities. | N/A |
| 60 | Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities. | See sample documents uploaded in the Documents section. |
| 61 | 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? | KFT accepts all major credit cards and charges a 4% service fee when credit cards are used. Credit cards can be organizational cards, procurement cards or personal cards. |

| | | | |
|----|---|---|---|
| 62 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | See pricing sheet uploaded in the Documents section. KFT offers line-item pricing for all of our products. | * |
| 63 | 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. | KFT offers a 12% discount off of list price for all Sourcewell Entities. See pricing sheet uploaded in the Documents section. | * |
| 64 | Describe any quantity or volume discounts or rebate programs that you offer. | None, as this is typically not applicable with fire training props. If a department/academy is purchasing multiple props in a single purchase, this is typically a design build project, which we price individually. | * |
| 65 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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. | For non-contracted items, KFT will offer the same discount from list price as mentioned in Line 62. As mentioned previously, KFT often modifies existing fire training props to meet customer requirements, or we have developed new products to supplement our existing product line to meet customer requirements. These products typically become one of our standard products (as other fire departments may likely need the same product). As such, the item will have a list price, and KFT will offer the 12% discount. | * |
| 66 | 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. | For most of our product delivery and/or handover the only additional costs are shipping and training. We price these items for each job as they will vary depending on the offering. As an example, we are a NJ based company, and a shipment to Alaska will be more expensive than a shipment to Pennsylvania. The same applies to handover training. This cost will vary based on the number of fire training props purchased and the location (it is more expensive to travel to Alaska than to Pennsylvania). More training props requires more on site time by our field service technicians. For more involved purchases, like our installed structural props, we include the installation and commissioning costs into the overall price of the project. This is similar to the Engineering and Design efforts required for the project. For design-build projects, an additional cost may be design review meetings or on site meetings. We also include these costs in our pricing proposal. | * |
| 67 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | KFT has a network of shippers that we use to get completed products to our customers. For smaller packages we use the typical small freight providers like FedEx, UPS, DHL, etc. For larger training props, we use a network of trusted freight brokers to deliver our products to the end user. The delivery company will depend upon the product being shipped. As an example, a car fire trainer that is 12' Long x 5' Wide x 5' Tall requires less trailer space than a Aircraft fire trainer that is 100' Long x 16' Diameter. The other variable is the number of fire training props being purchased/shipped. | * |
| 68 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | As mentioned in Line 67, we have a global network of shipping companies we use. As a global company, we have customers on six of the seven continents across the globe. For shipments outside of the lower 48 states, we have shippers that we use regularly. We have customers across Canada, with Navy training sites on both coasts and Municipal customers in between. We also have existing customers in Alaska and Hawaii. We rely upon our existing network of shipping partners to provide material to these sites. As a standard business practice, KFT does not mark up our freight amount. As tariffs are fluid at this point, there may be additional tariff costs for shipments to Canada. To date, KFT has not had to pay extra tariffs for our trainers, but we reserve the right to add tariff costs if they are imposed by either the US or Canadian government. | * |
| 69 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | KFT handles all shipping requirements, even for products sold through our distributors. Because we make finished products to order, our distributors do not stock our products. Once we receive an order, we fabricate and test the trainer and then ship to site. | * |

| | | | |
|----|---|--|---|
| 70 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing. | If selected for the Sourcewell contract, KFT will assign a Program Manager to oversee all aspects of the contract. Our Program Managers are responsible for ensuring KFT adheres to all aspects of our contractual requirements with each customer. As an example, KFT routinely has 8-10 projects going at any given time, and each project has a Program Manager assigned to ensure compliance. We also have 75+ maintenance contracts in place, that also requires a Program Manager to ensure compliance. KFT will treat the Sourcewell contract with the same level of oversight. | * |
| 71 | If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement. | Use Project Flow Chart from Davidson Davie College. This is an example of our overall Project Management flow chart for larger projects. We update the generic flow chart to the specific requirements for each project and assign a timeline and deliverable for each project. | * |
| 72 | Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement. | 1.5% | * |

Table 6B: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|-----------|--|---|
| 73 | The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies. | As discussed above, KFT is offering a 12% discount from our published list price. |

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

| Line Item | Question | Response * |
|-----------|---|--|
| 74 | Provide a detailed description of all the Solutions offered, offered in the proposal. | See company overview document and sample product sheets uploaded in the Documents section. |
| 75 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | All of our product categories are listed in the price list and company profile, and we do not have product sub-categories. As mentioned previously, we modify our standard product offering to meet customer demands, and we price modifications as they occur as there is no way to do this before knowing the customer requirements. |
| 76 | Describe your products/services interoperability and integration with other public safety equipment, software and systems, if applicable. | Our fire training props are often integrated into other manufacturers' products as needed. As an example, we work very closely with WHP Training Towers, a current Sourcewell contract holder, providing gas fired training props for their burn buildings. Our outdoor training props are typically stand-alone trainers and are not integrated with other companies. |

Table 7B: Depth and Breadth of Offered Solutions

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

| Line Item | Category or Type | Offered * | Comments |
|-----------|---|--|--|
| 77 | Facilities, structures (fixed or mobile) | <input checked="" type="radio"/> Yes <input type="radio"/> No | Yes, we offer fixed containerized solutions that replicate structural trainers. We also offer mobile Structural/Aircraft Rescue Fire Fighting (ARFF)/Maritime/Confined Space and Hazardous Materials (HazMat) training solutions. * |
| 78 | Equipment, props, supplies, rentals, and consumables | <input checked="" type="radio"/> Yes <input type="radio"/> No | See Company Profile document uploaded in the Documents section. * |
| 79 | Augmented or virtual reality, interactive, and digital simulation technology and related software, hardware, and equipment | <input checked="" type="radio"/> Yes <input type="radio"/> No | KFT has partnered with FLAIM to offer virtual and Augmented Realty training solutions for the fire service. KFT and FLAIM are working on the pricing for the product offering and we will have pricing in place in time for contract award. With our collaboration, we continuously work on improving our product offering to meet the needs of the fire service. As we develop new scenarios, we will update our pricing. * |
| 80 | Instructional, educational, training programs, incident-based training, and learning management systems with directly related materials and supplies | <input type="radio"/> Yes <input checked="" type="radio"/> No | As mentioned previously, KFT offers training as part of our product commissioning and handover, we also offer in service training as requested by customers. Outside of this, we do not offer any other training or learning management system. * |
| 81 | Services, equipment, and software directly related to the offering of the solutions described in #76 - 79 above, including design, installation, maintenance, repair, training, integration, support, and customization | <input checked="" type="radio"/> Yes <input type="radio"/> No | All Services, Equipment and Software related to our system are provided, physical prop and software, as described above. We do not offer any other equipment or software outside of our design, fabrication, installation and handover described above. * |

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 82. NOTICE: To identify any exception, or to request any modification, to Sourcwell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Master Agreement.

| 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 Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.

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](#) - KFT Price Sheet.pdf - Thursday October 23, 2025 14:27:44
- [Financial Strength and Stability](#) - KFT International 2023 Final FS.pdf - Thursday October 23, 2025 14:37:45
- [Marketing Plan/Samples](#) - Company Profile & Technical Expertise.pdf - Thursday October 23, 2025 14:38:10
- [WMBE/MBE/SBE or Related Certificates](#) - KFT Fire Trainer_CERT-FAR-DFARS_5-7-2025.pdf - Thursday October 23, 2025 14:41:23
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.pdf - Thursday October 23, 2025 14:56:46
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Sample Marketing Documents.pdf - Thursday October 23, 2025 15:04:31

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. 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, 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. - Louis Long, Sales Director, KFT Fire Trainer, LLC

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

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_4_Public_Safety_Training_RFP_102325 Thu October 16 2025 04:26 PM | <input checked="" type="checkbox"/> | 5 |
| Addendum_3_Public_Safety_Training_RFP_102325 Fri October 10 2025 03:34 PM | <input checked="" type="checkbox"/> | 2 |
| Addendum_2_Public_Safety_Training_RFP_102325 Mon September 15 2025 04:09 PM | <input checked="" type="checkbox"/> | 4 |
| Addendum_1_Public_Safety_Training_RFP_102325 Mon September 8 2025 04:03 PM | <input checked="" type="checkbox"/> | 2 |