



Solicitation Number: RFP #032620

CONTRACT

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

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members) in the United States only.

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 7, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. **WARRANTY.** Vendor warrants that under normal use and with prescribed maintenance, storage, and care, Equipment is free from defects in material and workmanship for the warranty period. The warranty period for new Equipment is twelve (12) months from date of delivery. Warranty is conditioned on (i) Customer providing immediate written notice of warranty related claim to Vendor and following RMA Process, (ii) no repairs, modifications, or alterations being made to Equipment other than by Vendor or its authorized representatives (iii) Customer handling, using, storing, installing, operating, cleaning, and maintaining Equipment in compliance with the instructions and specifications provided with the Equipment or incorporated into this Agreement, (iv) use of Equipment only for the use intended by Vendor, (v) defect not related to attachment of Equipment to non-Vendor supplied equipment or to Customer's network issues, (vi) Customer having fulfilled its payment obligations for Equipment, and (vii) an inspection by Vendor that reveals that the Customer's claim is valid under the terms of the warranty. Customer's remedy for a breach of this warranty is limited to repair, replacement, or credit or refund, at the sole option of Vendor. Repairs or replacements shall not interrupt, extend, or prolong the term of the warranty.

THE WARRANTIES IN THIS SECTION 2 ARE THE SOLE AND EXCLUSIVE WARRANTIES MADE WITH RESPECT TO EQUIPMENT. VENDOR MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, COURSE OF DEALING, AND USAGE OF TRADE. VENDOR DOES NOT WARRANT OR GUARANTEE THAT ANY PRODUCT WILL BE SECURE FROM CYBER THREATS HACKING OR SIMILARLY MALICIOUS ACTIVITY, VENDOR DOES NOT WARRANT ANY CUSTOMER OR THIRD-PARTY PROVIDED NETWORK OR THE PERFORMANCE OF PRODUCT AS IMPACTED BY SUCH NETWORK CONNECTION.

C. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list. For orders placed through Vendor's authorized Distributors/Dealers, such Distributors/Dealers shall be responsible for the quarterly contract sales administrative reporting outlined in Section 8.A., and payment of applicable administrative fees outlined in Section 8.B.; provided however, that if any Distributors/Dealers fail to comply with such requirements, Draeger shall be required to meet those requirements. Upon any failure by a Distributor/Dealer to meet the requirements of Sections 8.A. or 8.B., Sourcewell shall report any such failures in writing to Draeger and Draeger shall have 30 days to remedy such failure.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within 30 days of delivery at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products within 30 days after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

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

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

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

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

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

E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

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

7. CUSTOMER SERVICE

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

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

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

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

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER PARTY OR THEIR AFFILIATES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY, FOR LOST PROFITS OR LOST STORED, TRANSMITTED OR RECORDED DATA OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WITH RESPECT TO ANY MATTERS RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER THE OTHER HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

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

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

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

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. **Notification.** The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.

3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

20. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

2. *Commercial General Liability Insurance.* Vendor 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). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

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

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Vendor 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 Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

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

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

Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor 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). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors 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, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (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, Vendor 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, Vendor 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).** Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor'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.

24. CANCELLATION

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

Sourcewell

By: DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 7/30/2020 | 3:59 PM CDT

Draeger, Inc.

By: DocuSigned by:
George Ballance
BF9849203604426...

George Ballance

Title: Director of Sales (U.S. Responder Division)

Date: 8/5/2020 | 2:29 PM CDT

Approved:

By: DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 8/5/2020 | 2:30 PM CDT

RFP 032620 - Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment

Vendor Details

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

Submission Details

Created On: Tuesday February 11, 2020 12:28:25
Submitted On: Wednesday March 25, 2020 12:37:18
Submitted By: Jon Stone
Email: jon.stone@draeger.com
Transaction #: 792bbb0e-49aa-47d7-a311-11f454749110
Submitter's IP Address: 165.225.57.50

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Draeger, Inc.
2	Proposer Address:	3135 Quarry Rd. Telford, PA 18969
3	Proposer website address:	www.draeger.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	John Wilson VP of Sales & Marketing 7256 S. Sam Houston W Parkway, Suite 100 Houston, TX 77085 john.wilson@draeger.com (346) 802-6077
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jon Stone Contract Administrator 3135 Quarry Rd. Telford, PA 18969 jon.stone@draeger.com (412) 352-3658
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	George Ballance Divisional Sales Manager 7256 S. Sam Houston W Parkway, Suite 100 Houston, TX 77085 george.ballance@draeger.com (904) 710-3480 Mike Bick Regional Sales Manager 7256 S. Sam Houston W Parkway, Suite 100 Houston, TX 77085 mike.bick@draeger.com (412) 996-5923 Paul Felegy Regional Sales Manager 7256 S. Sam Houston W Parkway, Suite 100 Houston, TX 77085 paul.felegy@draeger.com (682) 308-7399 Jim Richardson Regional Sales Manager 7256 S Sam Houston W Parkway, Suite 100 Houston, TX 77085 jim.richardson@draeger.com (612) 246-9746

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Dräger is global organization with the main headquarters being located in Germany and then numerous subsidiaries located throughout the world. Draeger, Inc., the entity submitting this proposal, is the United States subsidiary. Dräger's long history dates back to 1889 and has a continued presence in the safety and health industry since that time. Dräger's guiding principle centers around our philosophy that Dräger is Technology for Life. Protecting, supporting and saving lives is at the heart of our Dräger history and through our passion, knowledge and experience, we develop innovative technology that puts life first. A corporate brochure has been included that will provide further information our organization and rich history in this market.	*
8	Provide a detailed description of the products and services that you are offering in your proposal.	In general terms, Draeger, Inc. supplies both respiratory protection equipment and gas detection devices, as well as, fire fighting training systems that are included within our Engineered Solutions product line. There is a very wide range of product offering within these general categories to include self-contained breathing apparatus, escape respirators, supplied air respirators, thermal imaging cameras, various masks and filters, portable and fixed gas detection monitors, Dräger gas detector tubes and many more. We have included some general product literature for your review, while detailed product specific literature/data sheets are available based upon the needs of your members. Draeger, Inc.'s entire published price list will be submitted within our proposal and offered to the members under any resulting contract award.	*
9	What are your company's expectations in the event of an award?	Draeger, Inc.'s expectations is to support the safety related needs of Sourcewell's members by offering a Dräger solution that will not only meet the requirements of that particular need, but exceed their expectations with innovative products and product support and service throughout the life of the item. This will be accomplished by means of our authorized distributors that we have selected to represent our organization under this potential award and the sales and support territory shall include the entire United States. A detailed list of our selected authorized distributors has been included as part of our submittal.	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Dräger, as a global organization, has a sizeable financial footprint that has built upon our strategy for both stability and sustainability over time. As evidence of our financial position from a global perspective, we have included a copy of our 2019 Dräger Annual Report and as it relates to Draeger, Inc. as the U.S. subsidiary, we have also provided for your review a copy of our DUNS and Bradstreet report.	*
11	What is your US market share for the solutions that you are proposing?	Draeger, Inc.'s estimated market share within the U.S. is 12%.	*
12	What is your Canadian market share, if any?	This is not applicable as it pertains to Draeger's submittal, as our sales and support coverage under any resulting award shall only be with the United States and we will not provide sales and support to Canadian members under this contract vehicle.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Draeger, Inc. has never been petitioned for bankruptcy.	*
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Dräger is a global manufacturer, including manufacturing Centers of Excellence located within the United States. Draeger, Inc. has a sales staff with over 50 dedicated regional sales managers strategically located throughout the United States. In turn, these sales managers not only work and support end user customers; but primarily support our authorized distributors who represent Draeger, Inc. throughout the country. We have in excess of 100 authorized distributors located throughout the U.S. and these distributors also have their own sales force in place. The sales associates at the distributor level are in fact employees of the applicable distribution partner and not employed by Draeger, Inc. In regards to service, Draeger, Inc. maintains a technical service repair facility in both Houston, TX and Telford, PA. Products can be returned to either of these locations for any required repair and/or general maintenance. Also, some of our authorized distribution partners have been approved as authorized Service Centers for our Dräger brand equipment and therefore, these sites can also be used for any required product servicing.	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	From a corporate and global perspective, Dräger has been approved and maintains current certifications under ISO 9001, ISO 14001 and ISO 18001. A copy of the ISO certificates has been included within our submission. In regards to the overall nature of our product mix, many of our products are required to carry a range of certifications from various approval agencies. Examples of some of the certifications that our products are approved under include NIOSH, NFPA, CBRN, CSA, ATEX, IECEx, CE and the list goes on.	*
16	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Draeger, Inc. has not been subject to any suspension or debarment proceeding during the past ten years.	*

17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The general subcategories that best describe our products include; respiratory protection equipment, gas detection equipment and fire fighting training systems.	*
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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	N/A	*
19	What percentage of your sales are to the governmental sector in the past three years	Draeger, Inc.'s sales to the government sector is estimated at 20 to 25 percent.	*
20	What percentage of your sales are to the education sector in the past three years	Draeger, Inc.'s sales to the education sector is estimated at 1 percent or less.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Draeger holds three Master Blanket Purchase Agreements with the State of New Jersey, a contract with New York City Department of Citywide Administrative Services, a contract with the City of Baltimore, a contract with the Metropolitan Washington Council of Governments and recently received a notice of award for two contracts with the League of Oregon Cities. The annual sales volumes are not easily obtainable, as the bulk of our sales are funneled through our extensive authorized distributor network.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Draeger, Inc. does not hold any current GSA contracts.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcwell membership.

Entity Name *	Contact Name *	Phone Number *	
Baltimore City Fire Dept.	Lt. Dave Driscoll	(410) 396-9983	*
Delaware County PA Fire Training Academy	Kerby Kerber	(610) 237-8630	*
Sumter Fire Dept.	Chief Brian Christmas	(803) 968-4214	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
NAVSEA PMS326	Government	District of Columbia - DC	Diving Equipment	\$4,200,000.00	\$4,800,000.00	*
Naval Special Warfare	Government	California - CA	Diving Rebreathers and associated repair parts and related equipment	Varies by command and requirement	\$3,500,000.00	*
DLA Land and Maritime	Government	Ohio - OH	Dräger Detector Tubes	Varies by individual delivery orders	\$5,000,000.00	*
City of Miami Fire Department	Government	Florida - FL	Self-Contained Breathing Apparatus	375 SCBA's in use	Unknown dollar amount of spare parts and testing equipment	*
Tulare County Fire Department	Government	California - CA	Self-Contained Breathing Apparatus	232 SCBA's in use	Unknown dollar amount of spare parts and testing equipment	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell Members across the US, and Canada if 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 *
25	Sales force.	Draeger, Inc. maintains a sales staff of 50+ Regional Sales Managers within our Safety Division and these individuals are located throughout the United States. These Regional Sales Managers do work with direct end-users; however their main focus is to work with and support our various authorized distributors, as the overwhelming majority of our business is funneled through the various distributors that represent Draeger in the marketplace. These Regional Sales Managers are employees of Draeger, Inc.
26	Dealer network or other distribution methods.	Draeger, Inc. has an authorized distributor network that includes in excess of 100 distributors nationwide. In turn, each of these authorized distributors have their own dedicated sales staff and these sales staff members would be employees of the applicable distributor. Draeger has included a select list of our authorized distributors that we have chosen to represent our organization under any resulting contract and therefore it is our intention that any orders would be placed with the distributor.
27	Service force.	Draeger, Inc. maintains two technical service centers within the U.S. and they are located in Houston, TX and Telford, PA. These service centers employ 20+ technically trained Draeger employees to repair and maintain our products. Also, some of our authorized distribution partners have been approved as authorized service centers for Draeger and these locations would be staffed by individuals that are employees of the distributor. Each of these distributors service employees would have been adequately trained by a certified instructor.
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Draeger, Inc. maintains a Customer Service Team that is dedicated to our Safety Division. This Customer Service Team consists of 15+ individuals that are employees of Draeger, Inc. This team has three sections that include general customer service employees that would be responsible for a wide range of activities within the group, a technical customer service group that is dedicated to responding to questions of a technical nature beyond the knowledge of general customer service employees and an Order Entry Team that is responsible for booking all purchase orders within our SAP system. Our customer service staff is available on site from 8:00 AM through 6:00 PM; however we do offer 24/7 access through our 1-800-437-2437 phone line. Also, since business from this potential contract award would be initiated through one of our named authorized distributors, it is likely that the Sourcwell members would be dealing with Customer Service staff within the applicable distributor of choice. The Customer Service structure and processes will likely vary across our authorized distributor network.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Canada will not be serviced through any proposed contract.
30	Identify any Sourcwell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Draeger, Inc. does not choose to limit any Sourcwell Member sectors under the proposed contract; however there may also be other procurement avenues available to some of these end-user customers and thus we would not limit our ability to sell our products to a certain entity through only this potential Sourcwell contract. Draeger, Inc. and our distributors reserves the right to sell our products through other means beyond the Sourcwell contract.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Draeger's standard shipping charge policy states that orders that are under \$15,000.00 will be marked as Prepay and Add and thus the customer is responsible for the applicable shipping charge. Orders with a value of \$15,000.00 or more will be shipped Prepaid within the Continental U.S., thus no shipping charges are passed onto the customer. However, any order shipped outside of the Continental U.S. (Alaska and Hawaii) will be shipped Prepay and Add and therefore these customers will be responsible for the associated shipping charges regardless of the value of the order. Also, because of the typical size of our Engineered Solutions (ES) training systems, shipping charges will always be incorporated into the quotation of these customized products and the customer will therefore be responsible for these associated shipping and delivery charges.

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	As Draeger, Inc. will be represented by our selected authorized distributors identified within the RFP, these distributors shall be responsible for marketing and promoting the Sourcewell contracting vehicle. A few examples of marketing techniques that can be offered include: Signage provided by Sourcewell or created independently can be displayed at all trade shows, distributors shall be encouraged to reference Sourcewell and the applicable contract on their corporate websites and social media sites as a viable purchasing avenue to the end-user base, distributors will be encouraged to explain during sales presentations and during quoting that Sourcewell is an excellent purchasing vehicle without the need to go out for bid and distributors will be encouraged to provide as needed information to end-users that describes how this contract will ultimately save them time and the expense of having to go out under a formal bidding process. Our dedicated Draeger sales staff will also promote the contract while at trade shows, during presentations, etc.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	As mentioned, our authorized distributors will be encouraged to promote the contract by displaying the Sourcewell logo and applicable contract name/number of their corporate website and on any social media sites they use to reach out to the end-user base.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	On the Sourcewell website, a path that end-users could identify an applicable contract containing product lines to meet their procurement needs and then be able to further see what manufacturers products are available on the contract and then access to contact information for the authorized distributors that they can reach out to in order to obtain literature, quotations, etc. Our selected distributors will be notified of any resulting Sourcewell award and they will be encouraged to offer this contract vehicle as an effective and cost reduction method to procuring items of need by significantly reducing the standard procurement process associated with going out for bid.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Details and capabilities of e-procurement order processing is unknown across our nationwide authorized distributor network; however this question can be posed to a distributor that the end-user may select to work with under this contract.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	There are two levels of training that is offered to end-users that procure our Dräger brand of equipment. Operational training is offered by our authorized distributors that sold the product to the end-user or in some circumstances by a Dräger sales representative. This training covers basic operation of the product in question as well as general guidelines for calibration, suggested maintenance protocols, etc. Draeger, Inc. also offers maintenance training for our products and this training is only conducted by Dräger certified instructors. This training would qualify and certify select individuals at the end-user level to perform routine maintenance and repair at their site and eliminate much of the need to return the product for service. Training can be conducted at one of our training locations or on-site at the end-user location. Applicable pricing for these training offerings are included within our published price list that has been provided as part of our submittal.
37	Describe any technological advances that your proposed products or services offer.	As part of Dräger's core values, we have always been a company driven by technology and innovation as evidence by our motto "Technology for Life". We make significant monetary allowances each and every year to allow various technological advances through our dedicated research and development teams throughout the world. As many of our products require certifications by various approval organizations, we continue to advance our products to meet changing requirements.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	As is the technical nature of our products, we can be somewhat limited in this regard. However, generally speaking, Dräger does take advantage of recycled material where possible and also participate in recycling programs at our various manufacturing sites. We practice conservation efforts at our plants with such resources as electricity, water, etc.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	There are no third party certifications related to green initiatives that have been issued for our products offered under this RFP opportunity.
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	As Draeger, Inc. is a subsidiary of a global organization, we are classified as a large business concern. With that said, Draeger, Inc. does have an approved Small Business Subcontracting Plan and thus we support small businesses where possible and set goals each year to implement this methodology throughout our development and purchasing processes. Also, some of our authorized distributors in our nationwide network are classified as small business concerns and therefore further supporting small business initiatives.
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	We are exactly that, a solutions based company. We have found that our typical end-users tend to have a particular need and that they already have determined the product that will fill that need. Many times their product of choice will meet their requirements, but other times we have the opportunity to provide a solution that the customer may not have considered and actually fits their application needs better and more efficiently. Dräger has such a wide range of safety related products to offer and in some instances the ability to provide customized solutions based upon input from our sales, engineering and marketing departments. What makes Dräger unique is the extensive product line itself, our dedication to high quality production and a global leader in technology and innovation in the safety market.
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Draeger, Inc. will not offer our products to Canadian customers under any potential Sourcewell contract.

Table 9: Warranty

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

Line Item	Question	Response *
43	Do your warranties cover all products, parts, and labor?	Our warranty covers the range of our various product lines. We have attached to this submittal, warranty statements that are specific to our product lines, as well as, a warranty that this dedicated to our self-contained breathing apparatus. *
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see our provided warranty statements that defines our warranty in detail including any noted exclusions, restrictions and/or limitations. *
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	The overwhelming majority of our equipment can be returned to our service centers for repairs and that is the preferred method in which to receive warranty service. There are however instances whereby equipment maybe of a fixed nature and physically installed at a end-user's location and in that circumstance a technicians' travel expenses would be covered under a warranty repair situation. *
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Draeger has the ability to provide a certified technician to perform warranty repairs throughout the entire United States. Canada is not included as part of our proposal. Draeger, Inc. has 20+ certified technicians to service warranty repairs and provide general maintenance, calibrations and other applicable testing. Some of our authorized distribution partners have also been approved as Dräger Service Centers and thus these centers can also carry out the same service related functions. The product is primarily returned to either the Draeger office located in Houston, TX, Telford, PA or one of the distributor authorized service centers. There is also the ability for a certified service technician to visit the customer site to perform the required repair/maintenance work. *
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Draeger makes no warranty for any third party products. The sole warranty for any third party products, if any, is the original manufacturer's warranty, which Draeger agrees to pass on to the customer, as applicable. *
48	What are your proposed exchange and return programs and policies?	With Draeger, Inc.'s extensive product line, there are not exchange and return programs and policies that cover the entire scope of our product offerings. Based upon Draeger's evaluation of the product, it is our sole determination as to whether repair or exchange would be used to resolve a product issue. In most instances, a product can be repaired by a certified technician. If the product must be returned and replaced in lieu of a repair, Draeger staff will make that ultimate decision. *
49	Describe any service contract options for the items included in your proposal.	Draeger, Inc. does offer different levels or variations of service contracts. Please see the attached service contract documents that briefly describes the different service contract options that are available to our end-user customers. *

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Draeger's payment terms are NET 30 days.
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Draeger does offer some 3rd party leasing options and these can be structured based upon need and mutual agree between the parties.
52	Describe your formal trade-in program or policy for the products or equipment offered in your proposal, if any. Upload trade-in program materials (if applicable) in the document upload section of your response.	Draeger and our authorized distributors do have the ability to offer trade-ins for select projects; however these would be reviewed on a case by case basis. The end-user customer could express their request to provide a trade-in and if applicable, the trade-in could be incorporated into the customer's quotation.
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	The authorized Draeger distributor that works the project will accept and process the purchase order from the Sourcewell member. Therefore, our authorized distributors that receive purchase orders under this contract vehicle shall also be responsible for issuing the quarterly sales reports for orders accepted and processed by their organization and they shall also be responsible for the payment of the administrative fee associated with their particular orders through this contract.
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	The Sourcewell member will need to ask the authorized Draeger distributor that they are in contact with to confirm their ability to accept the P-card procurement process.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
55	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Draeger, Inc. has provided our entire 2020 published price list for use under any resulting Sourcewell contract. A copy of this price list has been attached and included as part of our submittal. We are offering pricing in which a firm fixed percentage off the published list pricing has been established and this pricing shall remain valid for one year after the contract has been fully executed by both parties. Draeger will then require the opportunity for annual price escalations for each additional year the contract remains valid. This price adjustment will result in the submittal of our new published price list that is in effect at that particular time, as our published price list does change on a yearly basis.
56	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.	The fixed percentage discount that has been offered is 15% off the published list prices with the exception of our Engineered Solutions (ES) product line which will be offered at a 2% discount from those published list prices. The ES product line appears on pages 172 through and including page 176 of the price list. Our ES products consist of various forms of training systems and equipment. Many of these training systems are quite large and customizable based upon the customer's needs and thus you will notice that several of the items are marked as "Please Call" for pricing. In these cases, the list price will be established once the exact configuration of the training system has been determined and then the 2% discount will be applied based upon that established list price.
57	Describe any quantity or volume discounts or rebate programs that you offer.	There are no predetermined quantity or volume discounts included within our offer; however orders for an abnormally large quantity maybe considered for an additional discount, but that would strictly be determined on a case by case basis.
58	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	The only products and services that will be offered under any potential contract award are those items which appear within our 2020 Draeger, Inc. published price list. As previous stated, a 15% discount from the published list price will apply to all items with the exception of the products that fall within our Engineered Solutions (ES) product line and these items will be offered at a 2% discount from the published list price.

59	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.	The pricing that has been offered based upon the allowable discount applies to only the physical products and services provided in our published price list. All products and services offered in our published price list are identified by unique Draeger part numbers. Additional charges may apply, but not limited to such things as taxes, shipping/freight, site inspection, installation, training, etc. The applicability of these type of additional charges can be discussed with the authorized distributor that the end-user has chosen to work with and they can be detailed in a formal quotation so that a final total price point is determined and known by both parties involved.	*
60	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Shipping charges will be handled in accordance with Draeger, Inc.'s standard policy. Orders that are under \$15,000.00 will be marked as Prepay and Add, thus the customer will be responsible for the applicable shipping charge. Orders with a value of \$15,000.00 and over will be shipped Prepaid within the Continental U.S., thus there will be no shipping charges passed onto the customer. All orders shipped outside the Continental U.S. (Alaska and Hawaii) will be shipped Prepay and Add, thus the customer will be responsible for these shipping charges regardless of the value of the order. Because of the typical size of Engineered Solutions (ES) training systems, shipping charges will always be marked as Prepay and Add for this product line and thus the customer will be responsible for all delivery charges associated with these particular items.	*
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As described previously, all shipping/delivery charges to customer locations outside of the Continental U.S. (Alaska, Hawaii or any offshore delivery) shall always be marked as Prepay and Add, thus these applicable shipping/delivery charges will be the responsibility of the customer. Draeger has not offered this potential contract to any Canadian customers, thus no Canadian sales will be accepted.	*
62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The delivery method shall always be at the sole discretion of Draeger, Inc. We most commonly use FEDEX for our standard deliveries, but also UPS when required. For large deliveries, we use a number of different motor freight companies to perform these delivery services and again, this shall be Draeger's choice to determine the shipping method.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Draeger offers a range of pricing to our various customers; however the pricing that has been offered to Sourcewell is the same as we have recently quoted to another cooperative type procurement organization.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	All business transactions conducting under this potential contract mechanism from the quoting process through delivery shall be through one of the selected authorized distributors that Draeger has named to represent us under the award. Please see the attached list of distributors. The authorized distributor that processes the award/order shall then be the responsible organization to perform any applicable quarterly sales reporting to Sourcewell and the authorized distributor shall also be the organization to remit the administrative fee associated with the particular award/order to Sourcewell.
65	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	The proposed administrative fee that our authorized distributors will pay Sourcewell as part of this contractual agreement is in the amount of 1 (ONE) percent. This 1% will apply to only the actual products and services procured by the customer and identified on the Draeger published price list by a unique Draeger part number. Additional charges that may apply on some orders are not to be included in the administrative fee calculation.

Table 14: Industry Specific Questions

Line Item	Question	Response *
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Draeger's success under this potentially awarded contract will generally be tracked by our Regional Sales Managers that are assigned to manage and work with our authorized distribution partners. As each of our Regional Sales Managers are tied to specific authorized distributors that cover the applicable sales territory that the Regional Sales Manager has responsibility for maintaining. Therefore since they have an intimate relationship with these assigned distributors, they will certainly be kept abreast of the awards that the distributor may have received as a result of this contract mechanism.
67	Describe the unique design and feature attributes of the products and/or equipment offered in your proposal.	A significant portion of Dräger's yearly budget is committed to Research and Development on a global basis. As described previously, Dräger has always been and continues to be driven by innovation and technological advances. Our products are at the forefront of technology within our industry and we must continue to meet the numerous regulations that apply to our products and certified under various approval agencies. The Dräger motto is "Technology for Life".
68	Describe available options for customization of the products and/or equipment offered in your proposal.	Several of our products are configurable including our self-contained breathing apparatus and our various gas detection monitors. In these cases, the customer would select from the various options provided within our published price list to ultimately configure the final product that meets their desired needs and applications. Also several of our Engineered Solutions (ES) fire training systems are fully customizable and designed specifically to customer requirements.
69	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	There is really not much sizing/fitting involved with the products that Draeger, Inc. has offered. The one that comes to mind is the respirator masks and full face masks. The sizes are typically available from small through large and sometimes selected based upon judgement of a person's face size and shape. Where necessary, as with a full face mask for a self-contained breathing apparatus, a fit test is often performed prior to purchase to determine the proper size for the respective user.
70	If you provide on-site or in-person sales, service, training, and/or support, explain how those activities are handled and the unique attributes of your process.	Draeger, Inc. maintains a regional sales staff that are located at numerous locations throughout the U.S. Combine that with our large distributor network, each of which maintains sales representatives and you can then realize our ability to support end-user customers with safety product needs. On-site sales visits, service, training and overall support is possible in most customer locations.
71	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	Many of the products that are offered by Dräger are approved to various national standards by select certifying agencies. Dräger maintains dedicated employees that specialize in the submission of products to the various approval agencies and then work through the entire process until the product has received the particular certification. In most instances, such as the fire fighting market, it is not an option to supply a self-contained breathing apparatus without NIOSH and NFPA certification, as it always appears as part of the mandated specifications. So needless to say, our products are designed to meet these type standards and regulations so that we can compete in the markets that required these type of approvals that ensure a level of standardization to protect human life.

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as 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. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
 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."
- [Financial Strength and Stability](#) - Sourcwell RFP 032620 - Financial Strength.zip - Monday March 23, 2020 10:49:56
 - [Marketing Plan/Samples](#) - Sourcwell RFP 032620 - Marketing Info - Product Brochures - Corporate Brochures.zip - Monday March 23, 2020 15:05:24
 - [WMBE/MBE/SBE or Related Certificates](#) - Sourcwell RFP 032620 - Certifications.zip - Monday March 23, 2020 15:06:13
 - [Warranty Information](#) - Sourcwell RFP 032620 - Warranty Information.zip - Monday March 23, 2020 15:06:29
 - [Pricing](#) - Sourcwell RFP 032620 - Pricing.zip - Monday March 23, 2020 15:06:53
 - [Additional Document](#) - Sourcwell RFP 032620 - Additional Documents.zip - Monday March 23, 2020 15:14:23

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this RFP and any resulting Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP; and, the Proposer has not participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named solicitation.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

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. - John Wilson, Vice President of Sales and Marketing, Draeger, Inc.

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu March 19 2020 10:31 AM	<input checked="" type="checkbox"/>	2
Addendum_6_Firefighting_Pers_Protect_Eqpt_RFP032620 Fri March 13 2020 02:36 PM	<input checked="" type="checkbox"/>	-
Addendum_5_Firefighting_Pers_Protect_Eqpt_RFP032620 Wed March 4 2020 05:07 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu February 27 2020 03:55 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Firefighting_Pers_Protect_Eqpt_RFP032620 Mon February 10 2020 06:01 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu January 30 2020 05:45 PM	<input checked="" type="checkbox"/>	-
Addendum_1_Firefighting_Pers_Protect_Eqpt_RFP032620 Mon January 27 2020 09:48 AM	<input checked="" type="checkbox"/>	-

**AMENDMENT #1
TO
SOURCEWELL CONTRACT #032620-DRG**

THIS AMENDMENT is by and between **Sourcewell** and **Draeger, Inc.** (Vendor).

Vendor was awarded Sourcewell Contract #032620-DRG for Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment effective August 5, 2020, until May 7, 2024 (Original Agreement), relating to the provision of services by Vendor and to Sourcewell and its Members.

The parties agree that certain terms within the Original Agreement will be updated and amended, but only to the extent as described hereunder.

IN CONSIDERATION of the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. The Proposal, Line Item 26, is deleted in its entirety and replaced with the following:

“Draeger, Inc. has an authorized distributor network that includes in excess of 100 distributors nationwide. In turn, each of these authorized distributors have their own dedicated sales staff and these sales staff members would be employees of the applicable distributor. Draeger has included a select list of its authorized distributors. It is the intention that orders would be placed with the distributors, or under limited circumstances, direct with Draeger, Inc.”

Remainder of this page intentionally left blank.

Except as amended above, the Original Agreement remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Authorized Signature C0FD2A139D06489...

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 9/11/2020 | 1:27 PM CDT

Draeger, Inc.

DocuSigned by:
By: George Ballance
Authorized Signature BF9849203604426...

George Ballance
Name – Printed

Title: Director of Sales—Fire Service Division

Date: 9/11/2020 | 1:10 PM CDT

Sourcewell—APPROVED:

DocuSigned by:
By: Chad Coquette
Authorized Signature 7E42B8F817A64CC...

Chad Coquette
Name – Printed

Title: Executive Director/CEO

Date: 9/11/2020 | 4:17 PM CDT

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Title: Director of Operations & Procurement/CPO

Date: 9/11/2020 | 1:27 PM CDT

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