



Solicitation Number: RFP #032620

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Safeware, Inc.**, 4403 Forbes Blvd., Lanham, MD 20706 (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).

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

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.

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 a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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. 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. Sourcwell, 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 Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

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

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell 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 Sourcwell 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;
- Sourcwell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell 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 Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcwell 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 Sourcwell-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 Sourcwell 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, Sourcwell 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

Sourcwell'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 Sourcwell 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.

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
DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO

Safeware, Inc.
DocuSigned by:
By: Jessica Faulkner
77DED1C810B74A7...
JESSICA FAULKNER
Title: Assistant Secretary

Date: 5/5/2020 | 5:04 PM CDT

Date: 5/6/2020 | 12:12 PM CDT

Approved:
DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 5/6/2020 | 12:13 PM CDT

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

Vendor Details

Company Name: Safeware, Inc.
Address: 4403 Forbes Blvd
Lanham, Maryland 20706
Contact: Karla Hyatt
Email: kahyatt@safewareinc.com
Phone: 301-683-1234
HST#: 52-1152883

Submission Details

Created On: Monday January 27, 2020 10:02:03
Submitted On: Thursday March 26, 2020 14:58:43
Submitted By: Karla Hyatt
Email: kahyatt@safewareinc.com
Transaction #: fda211c9-36e1-4e86-aa02-9b5f6ea9fcae
Submitter's IP Address: 204.14.71.130

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):	Safeware, Inc.
2	Proposer Address:	4403 Forbes Blvd. Lanham, MD 20706
3	Proposer website address:	www.safewareinc.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):	Jessica Faulkner Assistant Secretary Senior Manager, Contract Administration & Quality 4403 Forbes Blvd Lanham, MD 20706 jfaulkner@safewareinc.com 800-331-6707 x 1079 (office)
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Karla A. Hyatt Director of Government Contracts 1800 Byberry Road Ste 801 Huntingdon Valley PA, 19006 kahyatt@safewareinc.com 800-331-6707 x 1090 (office)
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Rick Bond Vice President of Sales 4403 Forbes Blvd Lanham, MD 20706 rbond@safewareinc.com 301-542-3258 (cell)

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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.	After opening our doors in 1979, Safeware has spent over forty years protecting workers in their place of business. Beginning as an industrial safety company, we shifted our focus in the nineties to Government agencies and are proud to have been among the earliest companies to support our nation's infrastructure in the fledgling homeland security market. We supported responders at both Ground Zero in New York as well as the Pentagon during the aftermath of the 9/11 emergencies. Safeware has supported the fire service for many years, specifically in the PPE market. We were among the first awardees of the New York State HIRE (Hazardous Incident Response Equipment) contract which was perhaps our first entrée into the world of cooperative contracts. Since 2011 Safeware has been a contract holder on major cooperative contracts including national cooperatives. Our business focus is State and Local Government with a focus on Fire and Police customers. Today, we support major Fire and Police customers across the United States largely through our contract vehicles. Government customers make up 80% of our sales and these are primarily in State and Local markets.
8	Provide a detailed description of the products and services that you are offering in your proposal.	Safeware is proposing a full selection of firefighting PPE to include protective clothing for every firefighting discipline including: Structural Firefighting, Dive/Water Rescue, Technical Rescue/USAR, HAZMAT, Bomb/EOD. We are not offering EMS specific solutions as we believe that these items may be available on another Sourcewell contract. Safeware will additionally make many other manufacturer's price lists available through this contract. Our depth and reach into the required protective products for

firefighters is unparalleled, and we are proud to offer our portfolio to customers in this contract.

We have included 64 price lists that fall under the following categories (some price lists cover multiple categories). We have also included a Technical Service price file.

- Head Protection
 - o CMC Rescue
 - o Fire-Dex
 - o Kask America
 - o Lion Apparel
 - o MedEng
 - o MSA Fire
 - o NRS
 - o Petzl
 - o PIP Alliance Fire
 - o Team Wendy
 - o Tempest Leader
- Protective Clothing
 - o Blauer
 - o Dupont
 - o Fire-Dex
 - o Kappler
 - o Lakeland
 - o Lakeland Fire
 - o Lion Apparel
 - o MedEng
 - o Mustang Survival
 - o NRS
 - o PGI
 - o Saint Gobain ONESUIT
 - o Saint Gobain TRELLECHEM
 - o Stearns Manufacturing
 - o Viking
- Station Wear
 - o 5.11
 - o Atlanco TruSpec
 - o CrewBoss
 - o Elbeco
 - o Horace Small
 - o Lion Apparel
 - o Propper International
 - o Spiewak & Sons
 - o Workrite
- Duty Gear
 - o Blackhawk Industries
 - o Gould & Goodrich
 - o High Speed Gear
 - o Uncle Mike's
- Footwear
 - o AirBoss
 - o Black Diamond Group
 - o Dunlop Protective Footwear
 - o Haix North America
 - o Timberland Pro
 - o Tingley Rubber
 - o Lion Thorogood
- Eyewear
 - o ESS, Inc
 - o Honeywell Safety
 - o PIP
 - o PIP Alliance Fire
 - o Shelby Gloves
 - o Pyramex Safety
 - o Radians, Inc.
 - o Wiley X
 - o Wolf Peak – Edge Eyewear
- Hearing Protection/Comms
 - o Honeywell Safety
 - o MSA Fire
 - o 3M Occupational Health & Safety
 - o Silyn communications
- Hand Protection
 - o CMC Rescue
 - o Ergodyne Corporation
 - o Fir-Dex
 - o Honeywell Safety

		<ul style="list-style-type: none"> o Lion Apparel o NRS o PIP o PIP Alliance Fire o Saint Gobain ONESUIT o Shelby Gloves o ShowaBest Glove o Superior Glove Works • Respiratory o MSA Fire o 3M Occupational Health & Safety o Draeger Safety o Moldex-Metric • Ballistic Protection o Armor Express o Condor Outdoor o United Shield o Custom Armor Group o Team Wendy • Gear Cleaning o Groves Ready Rack o Minerva Bunker Cleaners o Williams Direct Dryers
9	<p>What are your company's expectations in the event of an award?</p>	<p>Safeware expects a single award for the breadth of the products listed on this contract in the US. We are open to the idea that, should a manufacturer of firefighter PPE respond as a sole source provider of their own products, with the intention of providing these products through regional distribution, then that award would not otherwise interfere with our position as the sole awardee on the contract. Additionally, we recognize our shortcomings in Canada and hope and expect that Sourcewell will support Safeware with training for our team of Sales and Customer Service personnel, (over 60 strong nationwide and growing). We suggest this training will take place in the form of a series of webinars.</p> <p>In order to advertise and promote the contract, we expect that Sourcewell will work with Safeware's marketing team to position the contract nationally and to make the Sourcewell logo prominent in our marketing efforts. We also expect Sourcewell to identify leads and opportunities for public agencies to utilize the contract and assist the Safeware team with legal objections or questions around accessing the contract. We request that Sourcewell continue promoting the Sourcewell family of contracts, including our own, and we look forward to working together at appropriate Trade Shows and other joint marketing events.</p> <p>Safeware looks forward to a kick-off discussion involving Key Personnel and Executive Management in preparation for the contract launch.</p>
10	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>Please see attached Financial statement demonstrating Safeware's financial stability, excellent cash flow.</p>
11	<p>What is your US market share for the solutions that you are proposing?</p>	<p>We really do not have strong and relevant market data to support a claim in terms of market share in the US. We can, however, say that we are consistently one of the top suppliers for the following manufacturers, often number one in the US:</p> <ul style="list-style-type: none"> • CMC Rescue – Rescue Gear, primarily for firefighters including rescue PPE • Mustang Survival – PPE for Rescue/Water Rescue & Firefighter PPE • Kask – PPE helmets for Rescue Personnel • Cairns – Firefighting Helmets • United Shield – Ballistic Helmets & Body Armor • Kappler – PPE for Firefighters • Dupont Personal Protective – PPE • Blauer Homeland Security – Chembio PPE <p>We believe it is a fair statement to say that Safeware is number 1 or number 2 in total sales of PPE to Rescue/Water Rescue and Hazmat Personnel in the US. The structural firefighting market is very regional and fragmented in scope, however we do believe that we have significant sales in that market, including millions of dollars in sales of Scott Fire and MSA Fire products. We are not featuring these manufacturers' products for the fire market on this solicitation, due to territory restrictions and the intended scope of the contract.</p>
12	<p>What is your Canadian market share, if any?</p>	<p>Safeware does not have a Canadian market share, but has partnered with Levitt-Safety Limited, Canada's premier safety distributor in a mutually beneficial relationship that will grant customers access to quality safety products from Canada's leading and most reputable safety distributor. Boasting annual sales of over \$100 million and \$15 million in inventory, Levitt-Safety has served Canadian public agencies for well over 80 years and will continue to do so through this contract.</p>

13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
14	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>a. Safeware is a distributor. Our contracts team maintains signed agreements with each manufacturer, including every manufacturer listed on this response. Given the broad nature of our response, we are happy to provide a letter from any manufacturer proposed in this bid stating that we are a distributor of their products should it be requested.</p>	*
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.	Safeware is registered in Minnesota under the name "Safeware Safety Supplies Inc". Our Department of Revenue account number is #6301318 which is used to file and pay MN sales taxes. To our knowledge, we are not required to hold any other licenses in MN.	*
16	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Safeware has not been suspended or debarred anytime in the last ten years.	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> o Structural Firefighting o Head Protection o Protective Clothing o Station Wear o Footwear o Eyewear o Hand Protection o Respiratory o Ballistic Protection o Fire Marshal o Head Protection o Protective Clothing o Footwear o Eyewear o Hearing Protection o Hand Protection o Respiratory o Ballistic Protection o Duty Gear o Dive/Water Rescue o Protective Clothing o Footwear o Head Protection o Hand Protection o Technical Rescue/USAR o Head Protection o Protective Clothing o Footwear o Eyewear o Hand Protection o HAZMAT o Protective Clothing o Footwear o Hearing Protection/Communications o Hand Protection o Bomb/EOD o Head Protection o Gloves o Protective Clothing 	*

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	Safeware has been recognized by our manufacturer partners for our continued sales growth. Relating to our potential performance as a supplier, the greatest recognition of our market success is the fact that we have been awarded State contracts in many of the States where we do business, often as a result of "bridging" an existing cooperative contract. These contracts reflect the recognition of our market success and include State contracts in Michigan, Massachusetts, and Tennessee, to name a few.
19	What percentage of your sales are to the governmental sector in the past three years	Safeware has consistently tracked 80% of our overall sales to the government sector.
20	What percentage of your sales are to the education sector in the past three years	Less than 5% of our sales have been to Higher Ed and K-12 customers combined. This is largely reflective of the bundle of products that we offer and the vertical market focus on fire and police in our company.
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?	OMNIA 2019 \$53,140,772 2018 \$46,685,147 2017 \$35,963,788 HIRE 2019 \$618,981 2018 \$1,109,438 2017 \$686,119
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Schedule 84 Contract #GS-07F-5668P 2019 \$431,227 2018 \$587,958 2017 \$448,362

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
City of Houston, TX	Jerry Adams	832.393.8742
Prince William County, VA	Adam Mann	703.792.6770
City of Miami	Eduardo J. Falcon	305.416.1901
Fauquier County, VA	Kathy Stanley	540.422.8354

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 *
Prince William County	Government	Virginia - VA	PPE, Shelters, Spill control, F&R tools, Service, SCBA parts/repairs, LE gear, respiratory, etc.	Avg:\$64,000 Range: \$87-\$3,078,000	\$10,510,599
State of Michigan	Government	Michigan - MI	PPE, Homeland Security, LE protection, Water filtration, etc.	Avg: \$12,124 Range: 25-299,000	\$10,336,722
Miami-Dade County	Government	Florida - FL	PPE, Respirators, Traffic Safety, Fire & Rescue, LE , etc.	Avg: \$16,000 Range: \$3-390,000	\$8,249,883
Fairfax County	Government	Virginia - VA	PPE, Homeland Security, LE protection, etc.	Avg: \$12,000 Range: \$34-\$200,000	\$6,351,051
Commonwealth Of Massachusetts	Government	Massachusetts - MA	PPE, first aid, shelters, gas detection, LE, Fire & Rescue, etc.	Avg: \$15,000 Range:\$4-\$430,000	\$5,487,170

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.	<p>Safeware employs a team of 20 sales professionals each of whom can provide assistance to customers in the scope of this RFP. Our current team represents significant geographical growth over the past 5 years and we are committing to adding additional sales resources to the West Coast as well as corresponding operational resources to support the award resulting from this RFP. This expansion will increase our reach in the territory with dedicated salespeople, each of whom has responsibility in the core business of Safeware, which is protecting those who protect our country. We have attached our Sales Roster which includes our current reps and the territories they cover.</p> <p>Product Knowledge - All Safeware sales representatives are trained to provide product support in the key aspects of public safety. Not only does Safeware provide products, but our field representatives provide added value support to our customers. Examples of such added value services that have been provided to State and Local customers in the past include:</p> <ul style="list-style-type: none"> • Fentanyl Seminars • Respiratory Fit Testing and Fit Test Training • Confined Space Training • Product Fitting (Helmets, PPE) • Site Safety Surveys <p>Safeware sales representatives receive a minimum of a one hour each week of new product training, and an additional 5 days of offsite training annually. The focus of these training sessions is to support the sales of products and services in the following categories:</p> <ul style="list-style-type: none"> • Police <ul style="list-style-type: none"> o SWAT o Patrol o Bomb o Traffic o Drug Enforcement o Crime Scene o Dive/Recovery o Search and Rescue o Canine • Fire <ul style="list-style-type: none"> o Structural Firefighting o Hazmat response o Technical Rescue o USAR o Water Rescue o Apparatus small parts • General Safety • Emergency Management <p>Most importantly, all Safeware sales representatives are trained on government purchasing and the benefits of cooperative purchasing. Each sales representative regularly works in support of promoting our cooperative contracts, and attends government purchasing events obtaining best practice information to help them consult with government customers regarding the use of cooperative contracts. All Safeware sales representatives will have access to the Sourcwell contract program resources and will review all important information so that they can be a resource to government purchasing professionals.</p> <p>Many companies will show coverage maps with team members who are not engaged in government sales opportunities. Safeware is in the business of offering contract solutions for America's heroes, and each field representative is engaged in support of our mission.</p> <p>Safeware sales representatives focus on high volume customer contact opportunities in the field. Our outside representatives participated in 96 trade shows in 2019. These trade shows represent contact with tens of thousands of current and potential customers in State and Local government. A glance at our trade show schedule will demonstrate the commitment that every representative in each territory has in both government procurement conferences and end user conferences. Please see attached list of Safeware's tradeshow. Most of our sales activities our contract sales and these end user events reflect the same. These trade shows demonstrate the unique versatility and geographical scope of Safeware's sales team. Each of these shows is a showcase of the benefits of cooperative purchasing, along with strong subject matter</p>

		<p>expertise in the core vertical user markets.</p> <p>Regarding our Canadian strategy, we have no current assets in Canada. We have aligned ourselves with the premier Canadian distributor of Personal Protective Equipment, Levitt-Safety. Levitt will partner with Safeware under the brand of Safeware Levitt, which is only for our Canadian operations. Levitt will report Canadian sales to Safeware, and Safeware will manage the Sourcewell relationship and all reporting and payment functions. Safeware will provide training for Levitt's sales team and we will work with Levitt to ensure that contracted items on the Sourcewell agreement are available.</p>
26	Dealer network or other distribution methods.	<p>Safeware has no dealer network, however we suggest that the contract would allow local certified dealers to sell on this agreement to satisfy local participation goals. We suggest that Sourcewell approve and certify local dealers who would be authorized to sell as dealers under the contract. Dealers would be regional to users who seek participation by diverse suppliers. Contract pricing would not be permitted to exceed the contract pricing established by this response to RFP.</p> <p>Safeware is proud to partner with Levitt-Safety to comply with the Canadian Sourcewell customers.</p> <p>Established in 1935, Levitt-Safety Limited is the Canadian Leader in health and life safety products, training, consulting and technical services. With strategically located branches across Canada, Levitt-Safety is ideally equipped to serve companies of any size or industry who recognize the tremendous value of building a safety-centric culture in their organization. With annual sales of over \$100 million and \$15 million in inventory, Levitt-Safety Limited provides quality Safety products and services aligned to support customer requirements. They have the capability of servicing all of their customer's sites, as well as providing consistent service and high levels of product availability. Levitt-Safety Limited can match your location footprint, make rapid product deliveries and provide customers service to remote locations throughout Canada with an extensive network that includes:</p> <ul style="list-style-type: none"> • 18 branch locations throughout Canada • 2 major distribution centers across Canada (Oakville, Ontario and Edmonton, Alberta) • 1/4 million square feet of warehousing combined <p>In addition to providing customers with extensive safety product coverage, Levitt is proud to offer superior services and business support through customer focused delivery channels, which are reinforced by superior services, processes and technologies. Levitt-Safety Limited also guarantees to provide customers with after-sales technical support and repair services with the most knowledgeable product and industry specialists in the business and leading-edge technology support for e-Procurement and automated payment solutions.</p>

27	Service force.	<p>Safeware operates a corporate office in Lanham, Maryland with additional branches in Columbia, Maryland; Philadelphia, Pennsylvania; Richmond, Virginia; Gainesville, Georgia; Doral, Florida; and Denver, Colorado. The opening of a brand-new location in Austin, Texas is being planned for September 2020. We employ 28 customer service personnel across these branches to support our ever-growing government sales operations. Our IT/Marketing department boasts 7 personnel, and our Purchasing Department, housed in the Richmond branch, has 5 staff members in charge of purchasing as well as contract and data management.</p> <p>Our branches in Columbia, Richmond, and Denver all host warehouse space from which we ship product and all branch locations have service technicians assigned to them. Safeware provides many value added services both in house and with our mobile service vans. Our Technical Service Department employs 24 dedicated personnel who are trained in many areas including but not limited to SCBA maintenance and repair, SCBA flow testing, cylinder hydrostatic testing, fit testing, CBRNE instrument calibrations and repair, Level-A suit testing, fire hose testing, PPE cleaning, air compressor repair and maintenance, and breathing air testing.</p> <p>Our Canadian Partner, Levitt-Safety, is proud to offer the largest service offering in Canada provided by highly trained and knowledgeable technicians who come right to your door to ensure that necessary equipment is always in top condition. Their techs are cross trained to inspect, maintain and repair a multitude of product lines, from fire extinguishers and respirators to instruments and fall protection, providing the convenience of relying on just one service provider.</p> <p>All of Levitt's technicians have been thoroughly trained to ensure your equipment is achieving peak performance while meeting all local and national codes and standards. Their techs carry out their services in conformance with standards set out by Underwriter's Laboratory of Canada (ULC), the National Fire Prevention Association (NFPA), manufacturer training, and provincial fire codes. What sets Levitt apart from their Canadian competitors is the level of expertise and guidance their Safety Specialists bring to customers in order to help them solve their fire, safety, and environmental challenges. After all – safety is all that they do.</p> <p>For more than 80 years, the safety of your organization has been Levitt-Safety's number one concern. Their mission is to make Canada a safer place to live and work. They have always maintained a simple, yet unique approach to the marketplace: bringing customers the best products and services in the industry backed by decades of knowledge and expertise.</p>
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.	<p>Safeware will ensure that delivery schedules for routine, urgent, and emergency requirements are met. We categorize orders at time of order entry and have established a standard operating procedure that verifies a customer's required timeframe on every order. Safeware has developed world-class expertise in on-time order processing and fulfillment by supplying both Commercial and Government in daily operations and in times of emergency for over 35 years. Safeware is trusted to have reliable systems in place for important customers that depend on our ability to meet supply chain needs. Our state-of-the-art ERP system, EPICOR Prophet 21, is designed for a distributor to efficiently stay on top of every order, fulfilling the requirements based on data captured at order entry, with checks and balances and exception reporting to ensure that no orders fall unattended.</p> <p>Entering a required date is a mandatory step in processing every order. Our inside sales representatives will code orders in the ERP system as urgent or emergency if special handling or expedited action is necessary. They can also trigger an electronic note that follows the order through the system and will print on order paperwork detailing the urgent or emergency nature of the order. These notes also notify the appropriate warehouse manager and customer contact manager. This process assures us that urgent and emergency orders have visibility within the system and are verified daily as to the ability to be delivered on time.</p> <p>We cannot eliminate the human element completely, but our historic status as an emergency equipment vendor has enabled us to have very strong checks and balances. Combined with a culture of paying attention to required dates and close monitoring, we ensure that every pick ticket gets shipped every day. We are not error free, but we enjoy 99% shipping accuracy, which puts us very high in the distribution world, and when we do make mistakes, we take steps to make heroic recoveries that compensate the customer and take corrective action to eliminate errors.</p> <p>Safeware strives to deliver all routine requirement orders for material to the authorized customer's receiving location within the delivery timeframe as specified in the order, (indicated to usually be within 30 days of order placement). Safeware's ERP system uses sophisticated replenishment algorithms to ensure that stock levels are maintained to support historical demand for an item. Safeware consistently maintains over \$4 million in inventory in order to provide quick delivery on our customers' most requested items. For off-the-shelf items, depending on size and destination, Safeware utilizes common carriers, LTL (less than truckload), and commercial package delivery services like UPS Ground and Federal Express Ground daily.</p> <p>As soon as an order is entered into the Safeware system, a pick ticket is created instructing the warehouse to pick all items currently in stock. For any items not in</p>

stock, the customer service representative reviewing the order for acceptance (as these purchase orders will be placed via EDI), has the option to place a purchase order directly with the manufacturer for drop-ship to the customer's location or expedited delivery to our warehouse, which triggers the drop ship follow-through process whereby the manufacturer is contacted by our expediting team to ensure prompt shipping.

Carrier selection requires a good understanding of time in transit for each carrier and our Warehouse Manager, Kellie Robinson, has over 20 years' experience with Safeware ensuring shipments are timely delivered to our customers nationwide. A core element of the Safeware strategy is to complete all of a day's work in a day, meaning that every member of the Safeware team understands that getting orders out accurately and as quickly as possible is our greatest role and our competitive advantage in the supply chain. All orders for in stock items received by 3:00 pm EST will ship the same day. Selecting an overnight or two-day carrier is the critical step for urgent and emergency orders that have 72- and 24-hour delivery requirements. A pick ticket which prints with all orders will reference the time-sensitive nature which alerts the warehouse personnel to select an appropriate carrier that can meet time commitment, whether it be overnight UPS, FedEx, emergency custom critical truck delivery, or, in some circumstances, our own personnel making the emergency delivery. As a large seller of all kinds of response equipment needed for on demand natural disaster response, Safeware has an experienced emergency order team, protocol, and discipline for handling these types of orders.

Below are just a few of the highlights from our years of emergency response experience focused public agency response:

- 9/11 Attacks, 2001

- o Ground Zero – Safeware had personnel and material arriving on site on the evening of September 11, 2001. We set up logistical points outside of the hot zone and provided emergency products around the clock to fire and police customers. We overcame the minimal existing supply chain and set up a conference call with every major respiratory manufacturer in the US at the Mayor's office in NYC resulting in the supply of truckloads of equipment arriving daily to meet critical needs.

- o Pentagon – We provided the lead agency, Arlington County, with emergency equipment and set up a support team for the response. We worked closely with the Fairfax County USAR Team, and were the only supplier authorized to ship product into the hot zone.

We learned much about emergency procurement and the constraints of government purchasers in an emergency. We have used this experience to help direct and advise other agencies in all other emergency situations since.

- Anthrax/Ricin Contamination Attacks, Washington, DC, 2001

- o While most of our business was Federal, we worked nights and weekends to provide emergency products to local responders inundated with white powder calls.

- Hurricane Katrina, 2005

- o Before the storm was nationwide news, Safeware received a call from Becky McKinney at Fairfax County alerting us to the severity of the disaster. We set up a logistical point in Columbus, MS where we were able to deliver truckloads of critical supplies such as hip waders, bottled water, propane, portable toilets and service, personal hygiene kits, flashlights, MREs, body bags, and even diapers and baby food which the Federal government could not provide.

- o We were a key supplier to FEMA and MEMA during the days following the devastation in Mississippi and Louisiana, where we continued to earn a national reputation as a premier emergency response distributor.

- Hurricane Sandy, 2012

- o Many areas drew from existing caches of equipment and used Safeware to replenish their stock. The supply chain was largely in place and we assisted with less emergency purchases and more contract and credit card buys. We received a requirement from FDNY for 55 complete sets of water rescue gear which was fulfilled and delivered in it's entirety to the emergency logistics center in Queens within 24-hours.

- State of Michigan Flooding, August 2014

- o State employees from State Emergency Operations Center were tasked with flood cleanup operations. Safeware was contacted after hours on a Saturday with an equipment list needed for clean-up. We sourced emergency shipments of the required kits and dispatched a truck to Michigan by Sunday morning. All purchases were made on the state contract. Local counties then used the same contract to purchase the same emergency equipment for their continued clean-up efforts.

- Ebola Crisis, 2015

- o Sent emergency supplies of PPE to customers all over the country, often next day air. Competitors had no inventory of DuPont suits, but due to our high annual volume of sales, we were able to source and supply our customers.

- Zika Virus, 2016

- o Miami Dade County procured emergency supplies such as insect repellent, wipes and sprays to protect employees and the public.

- Hurricane Season, 2017

- o Emergency supplies from all sorts of manufacturers were being reserved for Federal Response. Utilizing our widespread supply chain, we were able to source items for local responders, and coordinate shipping to hard to access areas.

		<ul style="list-style-type: none"> • Corona Virus, 2020 <ul style="list-style-type: none"> o While preparing this proposal, Safeware has been facing a massive requirement for pandemic PPE for public agencies. We have supplied over \$35 million worth of goods to hundreds of government agencies across the country and will continue to do so throughout this crisis. <p>Project Bill of Materials</p> <p>For specific projects/bill-of-materials orders, Safeware will consolidate and deliver all supplies within the delivery timeframe as specified in the order to the delivery point designated by the authorized customer. The project will be delivered with a 100% fill-rate, and Safeware understands that failure to deliver the project in its entirety may result in the refusal of the shipment.</p> <p>The consolidated bill of material requirement involves two scenarios: 1) orders of multiple items from one or more manufacturers that needs to be complete when delivered with no partials, and 2) orders of custom-built kits where Safeware is providing a value-added function to the products as they come in. The timeframe required is dependent on the project and the manufacturer's lead time. Safeware consolidates some project orders within 24 hours when the components are readily available from stock or nearby sources.</p> <p>For the first class of orders, ship complete pick and holds, this is a requirement of many of our customers. Safeware has several packing basis choices when entering orders to code whether the order is to be shipped partial as items come or 100% complete or some variation (ship what is in stock now and accumulate the rest, ship each item complete only, etc.). By choosing the order complete packing basis, the order will be held until 100% of items are complete, and all items are procured prior to the required date. All in-stock items are immediately allocated to the customer order, so that they cannot be allocated to another subsequent order. Warehouse pickers are not allowed to pick this material, and no pick ticket prints in the warehouse until the last item is received. The warehouse manager reviews the order report daily to make sure no orders are held past the required date and to determine whether an order is of the size that it should be pulled and staged in advance of shipment. If an order meets the criteria, the order is placed in the "pick and hold" area of the warehouse. Again, upon receipt of the last item, the pick ticket instructs the warehouse to package the order for shipment. Customer service can note orders with a large electronic notepad if there are additional special packaging instructions, such as RFID labeling, special kitting, additional crating, or military-standard pallets. This notepad prints on all internal paperwork and shows up on the wireless warehouse barcode scanners.</p>	
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Safeware currently has coverage in most of the United States. We are transparent in our stated intention of utilizing this contract as our platform for western expansion and have a coverage strategy for all 50 states. Our partner to the North, Levitt-Safety, will handle Canada allowing us to fully serve the entire coverage area.	*
30	Identify any Sourcewell 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?	We propose no exclusions in the contract. As a practical matter, some verticals offer less opportunity for a fire market, such as education, but we have sales activity in every listed sector and will continue to pursue all contract sales.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	We will honor contract pricing and support customers in Alaska and Hawaii as specified on this contract. Some manufacturer agreements limit distribution to the continental US, and in those cases, we would not ship to any US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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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.	<p>Safeware plans an aggressive marketing strategy to launch this agreement. We have tremendous cooperative contract acceptance among our customers in many states. We will immediately launch the contract with a nationwide campaign and expect immediate results. Customers in areas where Safeware did not previously have a contract can now take advantage of our products and services. Our new website will be launching in the spring of 2020 and, once awarded, we will prominently feature Sourcewell and the contract. Social media is also a big part of the change we see in the industry today. Our Social Media Director will use many tools to promote the contract including posting contract information on multiple platforms as well as sending email blasts with more detailed contract use information. We have a large database of contacts in areas that will immediately benefit from this contract.</p> <p>We are a ground sales force enjoying a solid reputation, a broad selection of relevant products, and proven market focus. Our trade show schedule is established, and we will add additional shows in the Western States following our business model. We have touch and reach to America's largest cities and Metros and we intend to use the contract for immediate impact in the largest population centers in our country. Our goal would be for the contract to be in place in time to be announced at the annual NIGP conference.</p> <p>Additionally, our marketing plan includes:</p> <ul style="list-style-type: none">• Multiple marketing materials displaying the Sourcewell logo and detailed information about the Contract vehicle• Participation with various end users' events, fundraisers, raffles etc. to further promote our offering of the Sourcewell Contract• Co-branded giveaways, swag etc. of Sourcewell and Safeware at industry end-user and purchasing trade shows• Sourcewell promotional signage and literature at our trade show booths <p>Please see uploaded documents for samples of marketing line cards that Safeware uses. We have included our Fire line card and a Safeware contract line card.</p>
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33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>The Safeware marketing strategy consists of several software solutions to help us reach our customers. Our marketing strategy and platforms are as follows:</p> <p>WEBSITE Our website is Business-to-Business Punchout Ready full of enriched item listings for fast and accurate customer searches with enhanced metadata. We use a Product Information Management (PIM) system to house our catalog feeds and item data so customers can shop directly on our website. We currently have contract landing pages on our site for customers of currently held contracts and will set up a Sourcewell landing page that will host all relevant contract information, documents, as well as a link back to the Sourcewell website. Customers are invited to create an account on our website which allows them to access special contract pricing, review account history, and place orders with ease.</p> <p>WEBINARS Technology allows us to reach multiple customers over a broad physical territory by connecting with these customers all at once through a single webinar. Webinars have proven to be a success for Safeware by educating high level buyers in a particular market or public safety issue. By utilizing our knowledge as safety professionals to educate our customers, we build trust as a significant source of knowledge and the go-to source for Public Safety items. Topics for past webinars include those on Emergency Preparedness, Effectiveness of Cooperative Contracts, Outdoor Mass Communication, and LE Equipment for Civil Disturbances. Each session lasts about 30-45 minutes with a live Q&A and is recorded and posted to our page for public access.</p> <p>EMAIL E-mail campaigns and content are run through marketing automation software, Sharpspring, which allows us to easily send content such as new product offerings or seasonal sale items to all current and potential customers. The program allows us to analyze campaign data such as how many emails were sent as well as the open and clicked percentage. The emails all contain links to landing pages with product information and videos. Successful email blasts have included those on Fentanyl Detection, Confined Space Equipment, and Body Cameras.</p> <p>SOCIAL MEDIA In order to promote our brand and connect with our customers in the ever-changing age of technology, Safeware is active across multiple social media platforms such as Facebook, Twitter, LinkedIn, Instagram, and YouTube. Our dedicated social media manager posts engaging content on at least one platform a day keeping customers updated on information such as the location of our reps at Trade Shows, showing off the newest gadgets to hit the market, or sharing an informative article.</p> <p>We have also built an engaging YouTube channel that has been an extremely useful tool to share internally generated content on various campaigns including Body Cameras, Public Order, Inflatable Decontamination Shelters, Fire Protection, and more. Our videos allow our own knowledgeable staff and safety experts to demonstrate equipment for customers free of charge and are a great educational reference.</p> <p>CRM Our Customer Relationship Management (CRM) tool, Pipedrive, is connected to our marketing automation software, SharpSpring, allowing for a seamless flow between contacts, leads, and sales. This data capture allows us to better capture the successes of our campaigns.</p> <p>Specialized Content Our specialization in both government purchasing and specific end user technical disciplines enables us to appeal, alternatively, to the Fire, Police, Rescue Captain, or Buyer, with content that resonates with their specific mission. We maintain these specific databases and focus our campaigns on personal content specific to their role.</p>
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34	<p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</p>	<p>Safeware would like to be promoted through Sourcewell digital marketing efforts such as email campaigns to Sourcewell members and end users as well as with promotion of our webinars, white papers, and products to relevant users. We would like user contact information for our marketing campaigns and leads that come through the Sourcewell platform or personnel. We expect the Safeware logo and offering to be included in Sourcewell marketing efforts such as collateral and material, displays and discussions at trade shows and webinars or speaking engagements where Sourcewell is present. Safeware will integrate a Sourcewell awarded contract into our sales process by engaging suppliers, end-users, and our internal company resources.</p> <p>Supplier Engagement</p> <ul style="list-style-type: none"> • Scheduled national educational presentations (in-person and online) about Sourcewell to major suppliers • Joint calls to end-users & purchasing decision makers to introduce as well as reinforce the contract vehicle's benefits over other purchasing options • Joint participation and coordinated manufacturer/distributor campaigns at industry trade shows, exclusive invite only regional and national law enforcement and fire demonstrations highlighting Sourcewell contract vehicle purchasing resource • Joint sales calls and presentations with individual manufacturers promoting contract and specific product and/or service to end-user and/or purchaser <p>End-User Engagement</p> <ul style="list-style-type: none"> • In-person demonstrations of products and trial evaluation programs • 24/7 emergency response to public agencies for products and services in case of natural disasters and other emergencies <p>Internal Company Engagement</p> <ul style="list-style-type: none"> • Ongoing education about Sourcewell to existing as well as newly hired employees in all roles including outside and inside sales, customer service and upper management as the company expands. • Ongoing joint sales calls with territory managers • Product specific call campaigns by dedicated inside sales force specifically trained in core competencies related to contract offerings including Law Enforcement, Homeland security, Fire, USAR, Security, and General Safety. • Monthly company-wide sales meeting to cover: <ul style="list-style-type: none"> Progress on existing goals/projects Identifying upcoming opportunities Evaluating on-going strategies Introduction and product knowledge about new products, technology, services and any changes regarding existing supplier portfolio. Reinforcement of Sourcewell contract sales strategies Troubleshooting any buying obstacles.
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35	<p>Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>Our products are available through an e-procurement ordering process. Any customer has the ability to register for an account on our website which allows them to shop our extensive line of web items and add them directly to a shopping cart.</p> <p>Ordering directly from our website is easy. Simply sign into the ecommerce portion of our website, or register for a new account, which can be completed within 1-business day. Under the shopping tab, customers can use links to browse item categories or search for a specific part number. Once the desired item is located, users simply click "Add to Cart" and the items are added to a Shopping Cart. Users have the option to continue shopping or continue to checkout. The "Save Name Cart" feature allows a user to save a cart and return to it later. This feature is often used when building a cart for a specific PO that may take several days to complete. Simply save the cart (and optionally give it a name), and the saved cart can be retrieved at a later date. Users love this feature as it means they can continually build a cart until they are ready to purchase, even if that requires multiple days. Users can also shop with multiple carts at once, allowing for quick orders to be placed while another cart is saved for a longer period of time.</p> <p>The Checkout Wizard assists customers with a fast and easy checkout process starting by offering a selection of ship-to addresses already set up in our ERP system. Delivery method and billing information is selected, order is reviewed, and check out is completed. An order acknowledgment is immediately sent to the user upon checkout and another automated email sent upon item shipment with tracking information.</p> <p>The My Account area of the site can be controlled per user to allow or disallow certain functionality. Controlled access for each web user gives visibility to statements, invoices, purchase history, etc. allowing us to meet each customer's privacy needs. Upon placing an order, users will immediately receive an HTML formatted email containing their order details. Users can use this email to return to the site and check the status of their order.</p> <p>There is also a feature for Multiple Account Access which allows a single username to have access to multiple account codes. Utilizing this technology, a single user, or purchasing agent, can access multiple customer accounts to place orders, view invoices, purchase history, pricing, etc. This feature is especially useful for Public Agency buyers who may purchase for multiple departments within their Agency, ex. a city Police Department, Fire Department, and Public Works.</p> <p>Punch Out Sites Safeware currently has the ability to connect via punch out with several procurement applications such as SAP Ariba, Coupa, SciQuest, Equallevel, Oracle, SAP, and CommBuys and are actively seeking out new partnerships in this arena. We are also able to utilize direct API's with procurement agencies via EDI and have the ability to adapt to each agency's unique needs utilizing all of the major programming languages such as XML, cXML, OCI, etc. Our current website developers have implemented each of these using their proprietary system.</p> <p>Integration Safeware has successfully integrated with multiple public agencies' purchasing systems such as Sciquest, Equallevel, Ariba, Commbuys and Peoplesoft. These integrations are initially supported through our Marketing department and automatic order integration into our system is monitored.</p>
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Table 8: Value-Added Attributes

Line Item	Question	Response *
36	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Safeware offers both added value and fee-based training to our contract customers. We offer services within the scope of this contract including:</p> <ul style="list-style-type: none"> • Sizing and fitting • Train the trainer programs • Testing and evaluation samples and demo • Operator training • Regional Seminars on relevant topics such as fentanyl response and radiation safety <p>We offer many services for a fee which can be found on our Technical Service Price List, including:</p> <ul style="list-style-type: none"> • Respiratory fit testing • Level A Suit testing • Gear cleaning to NFPA standards • SCBA flow testing • Hydrostatic testing • Compressor service

37	Describe any technological advances that your proposed products or services offer.	The products that Safeware is offering represent the most current products in demand in the marketplace. We understand that the fire service is a brand specific market and we are constantly working to promote brands that meet the latest standards from the NFPA, NIJ, US Coast Guard, and other relevant third-party approvals. The proposed products specified here are the result of our passion to provide the very latest technology to our customers.	*
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.	<p>Safeware cares about the environment and makes every attempt to do business in a way that promotes sustainability by reducing our carbon footprint and greenhouse gasses. The following policies reflect our commitment to personal, global, and social responsibility:</p> <ul style="list-style-type: none"> • Maximize electronic and paperless communication • Electronic ordering and billing • Use of teleconferencing and web presentations • Use of VMI, consignment and aggregate deliveries to reduce fuel consumption • Minimize square footage required at each location • Encourage telecommuting when feasible • Emphasize efficiency in all areas • Reduce air travel as much as possible • Reuse boxes in all warehouses • Purchase and choose post-consumer waste recycled paper for all printing, reports, catalogs, and flyers • Make recycling part of the company culture with convenient recycling bins for paper, cans, and bottles • Choose American Made products that do not have to travel as far to reach the end consumer <p>Our strategy, as evident in our policies, aims to reduce waste and carbon footprint in all aspects of our business. Our VP of Operations is responsible for implementing and enforcing these green initiatives. Specific investments include recycling paper waste, aluminum cans, plastic bottles, toner cartridges, valves and metal cylinders, and replacing lighting to high efficiency ballasts with motion sensors. We utilize recycled products for shipping such as cardboard and fillers whenever possible and look to partner with suppliers that use green products. Safeware also accepts used batteries, cylinders and various scrap products at no charge from customers to assist in the recycling of these products</p> <p>As far as product goes, while Safeware is dedicated to offering our customers environmentally preferable products wherever available, we have found that this industry lacks manufacturers with the same focus. Less than 1% of our suppliers offer environmentally preferable products. Due to the nature of products in the industry, product is often manufactured with the highest level of material to ensure safety rather than using recycled material that may not offer the same quality. End users are willing to pay for the product as is because they prioritize safety of the product over environmentally preferable product. We have contacted large manufacturers such as Dupont, 3M, and Honeywell, none of which have a significant offering of green designated product. We are continually revisiting this issue and will offer environmentally preferred product when our manufacturers do the same.</p>	*
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.	<p>Safeware offers a range of eco-friendly products that are found on our website in the "Green Products" category. Users can sort through Green Products by browsing or using filters to quickly find the relevant items. Though none of our products specifically have any third-party environmental certifications, a number our products are classified as "green" or environmentally friendly including:</p> <ul style="list-style-type: none"> • ShowaBest Biodegradable gloves • Rayovac and Duracell rechargeable batteries • LED flashlight • Moldex non-PVC plugs • Cotton and Polyknit glove recycle programs • Presoaked chemical wipes • All-Natural oil-sorbent products • Simple Green • Environmentally safe firefighting foam 	*
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.	Safeware is not a certified WMBE, SBE, or Veteran Owned Business. We are self-certified as a Small Business in the federal space. We enjoy and seek out opportunities to partner with local WMBE, SBE, DBE and other designated businesses when the opportunity presents itself and is in the best interest of the customer.	*

41	What unique attributes does your company, your products, or your services offer to Sourcwell Members? What makes your proposed solutions unique in your industry as it applies to Sourcwell members?	<p>Safeware is a unique supplier in the fire service market. The channel was established based on a fragmented network of independent dealers. This dealer network was designed to accommodate the large number of volunteer departments which represented a fragmented and difficult to reach customer base requiring highly specialized products. The channel was established so that a huge network of very small, independent dealers would cover many small departments in a specified region. The manufacturers could not directly reach these users so they focused on the larger paid departments and drew that business through the local dealer who carried the same products to the local volunteers in the area. This traditional market has served the fire market for many years and many quality small fire distributors continue to serve these local markets.</p> <p>Safeware is bringing a national presence to the fire service market. Our market focus has flourished around the users in the departments who are historically underserved in the fire service market. Our growth has been centered around HAZMAT and Rescue and Dive equipment for example. We have been market leaders in providing ballistic protection to fire teams as well as providing timely response innovations such as tourniquets, plates and carriers for Police and Fire, fentanyl response, and pandemic/virus supplies.</p> <p>Safeware has a market focus in the largest cities in the US and we provide personal, hands-on service in these markets with local representation. Our efforts over the past 9 years to create a national footprint with local service representation have resulted in a unique approach to the fire service market.</p> <p>In addition to products, we provide many services to the fire market including: Flow testing, hydrostatic testing, gear laundering, and respiratory fit testing to name a few.</p>	*
42	Identify your ability and willingness to provide your products and services to Sourcwell member agencies in Canada.	Levitt-Safety will be the supplier of all product proposed on this contract for Sourcwell members in Canada.	*

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?	The scope of this contract is very broad and involves thousands of products, each of which has their own warranty. There is no general answer to the overall warranty for products though we are proud of our reputation for solving customers concerns in a timely and satisfactory manner. Safeware honors all applicable manufacturers' warranties. Products purchased under this contract will be covered by the warranties established by the manufacturer. *
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Manufacturers' warranties almost always cover workmanship and normal wear and tear. There are typically exclusions for failure due to customer neglect or improper use. *
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	We are not aware of any manufacturers' warranties that cover these costs. *
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?	We have no territory restrictions regarding warranty support. *
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?	All items for this contract are provided by Safeware. We do not refer customers to the manufacturer for warranty support, rather, we coordinate all applicable warranty support for our customers. Safety concerns and recalls of products are tracked by our Quality Manager to insure a timely response. Warranty claims and concerns can be handled by contacting a Safeware representative who will have an RMA issued for the product and oversee the repair or replacement of products covered by manufacturer's warranties. *
48	What are your proposed exchange and return programs and policies?	We offer a 60-day policy for refund and exchange of non-custom merchandise. If the end user does not contact us within 60-days of receiving products, we cannot guarantee a return or exchange. Return Policy: All returns and exchanges must be authorized by a company representative and a Return Material Authorization (RMA) must be issued to the requesting entity prior to any return shipment. Returns may be subject to a restocking fee per the Original Equipment Manufacturers (OEM) requirements. Return freight is the responsibility of the customer. Refunds will only be provided on new product in OEM packaging. Safeware reserves the right to withhold outbound freight costs from any issued credit. All returns must be returned to Safeware within 30 days of RMA issuance or RMA will be cancelled. *
49	Describe any service contract options for the items included in your proposal.	Safeware is including a services price list with our proposal. Service contracts based on this service pricing are available under the proposed agreement. *

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Our payment Terms are Net 30.
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?	Any item listed on this contract may be offered as a leased item. Purchase orders for leased items must be made out to the leasing agent, however Safeware holds the leasing agent responsible for reporting to us so that these contract sales will be reported to Sourcewell and included in the administrative fee.
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.	Safeware frequently offers trade in programs for contract purchases. These are either special offers from a manufacturer for a specific period of time, or a special incentive offered for a particular piece of business. The Trade-In Program is as follows: <ul style="list-style-type: none"> • A Safeware Quote will provide the Contract Price for the new item as well as the Trade-In Value of the item being traded in. The customer will be given a Contract Price Net of the Trade-In. This quote will reference the customer's intent to trade in material. • For example, if the Contract Price for the new item is \$100 and the Trade-In Value is \$25, then the Net Contract Price will be \$75. • Upon receipt of order, the Trade-In materials will either be picked up by a Safeware representative or a representative will send a return label for shipment.
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.	When customers are interested in product, they have a number of options to initiate the order process. They can call or email their sales rep, call a Safeware branch location and speak to Customer Service, email a customer service rep, or request a quote online. After initial contact, an official quote will be emailed to the customer for approval. Once a PO, credit card, or P-Card number is received, the order will be placed, and a confirmation emailed to the customer. Customers can also register for accounts on the Safeware website to place order with a shopping cart online and will also receive an order confirmation from this method. During the order entry process, a code will be assigned to the order indicating it as a Sourcewell Contract Sale. Safeware currently reports sales to multiple entities for the various contracts we hold. Our system allows us to code individual orders to specific contracts so that the order details can be compiled in a summary report. We have the ability to then create a refreshable excel report that pulls a number of different data points into one report which can be sorted and formatted to meet the needs of any requesting agency. Safeware and Levitt-Safety will process all Sourcewell Members' orders. Levitt-Safety will report all Sourcewell contract sales to Safeware, and Safeware will in turn report combined company sales numbers to Sourcewell and pay the resulting administrative fee.
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?	Yes, Safeware accepts P-Cards and there are no additional costs to pay with a P-Card.

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.	Safeware publishes our own Catalog Price List and offers a uniform discount from these prices. Please see the document uploads for our price lists, which are separated by vendor.

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.	Sourcewell members will receive a 40% discount off of Safeware Catalog List price for products and a 10% discount for Services and Training.	*
57	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Safeware routinely offers our state and local government customers functional discounts on one-time large purchases. Sales greater than \$20,000 may be eligible for additional price discounts from manufacturers and are flagged in our system to indicate that additional price concessions should be sought from the manufacturer. Many Safeware customers have their own rebate and incentive programs based upon customer requirements. Rather than offering a single program for all public agencies, we will continue to follow the incentives provided by individual customers. Such rebates are not formulaic, but we will work with each specific municipality to offer rebates specific to their purchase.</p> <p>We do offer an ecommerce rebate program to encourage and incentivize customers to use electronic ordering and invoicing methods for the purpose of streamlining procurement and reducing transaction costs through the supply chain. The program is as follows for each individual agency:</p> <ul style="list-style-type: none"> • If 30%-69.99% of total invoiced sales are received by website orders at the conclusion of each contract year, a 0.5% rebate will be provided to the agency on purchases made through ecommerce. • If 70% or greater of total invoiced sales are received by website orders at the conclusion of each contract year, a 1% rebate will be provided to the agency on purchases made through ecommerce. <p>Conditions: The agency total purchases for the annual contract period must be greater than \$20,000. Ecommerce is defined as any order placed through Safeware's website or fully integrated 3rd party marketplace where the customer's orders and Safeware's invoices are transacted via EDI, XML or cXML. Ecommerce rebates cannot be combined with other rebates, early payment discounts, or where the buying agency or procurement platform charges an administrative or transaction fee.</p>	*
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.	<p>Safeware will provide a quote for all open market items. The pricing to Sourcewell members will be in line with other items on contract from that manufacturer. We will then add such items to our price list for future contract ordering.</p> <p>Safeware publishes catalog price lists for each of our vendors and holds the price on those catalog prices for a period of 1 year from the effective date on the price list. Our suppliers are constantly innovating their product lines so as to provide our first responder customers with the newest technology and products to keep them safe. Because of this constant innovation, we edit our price list to include additional product or remove outdated and discontinued product, constantly keeping our product offering up to date, but not changing existing pricing within 12 months of the initial price list effective date. Safeware reserves the right to raise prices based upon manufacturer/supplier changes in price and will also decrease prices when applicable.</p> <p>Because the price list included with this submission are Safeware's Catalog Price Lists, we propose that edits to the catalogs constitute inclusion on this contract.</p>	*
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.	All costs of acquisition are included in the item pricing. If installation is required, it will be listed as a line item on the price list.	*
60	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Standard shipping costs will be included in the pricing to Sourcewell Members with the exception of HAZMAT fees and any expedited shipping costs. HAZMAT fees, which are imposed by the shipper, will be billed at cost, but are typically \$33/case of material shipped. If faster than ground shipping is requested by the customer, this will be billed.	*
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	OCONUS shipments including those to Alaska, Hawaii, and U.S. Territories will be billed. All regular ground shipping to Canada is included in the proposed contract price. HAZMAT, expedited shipping, or any non-standard shipping will be billed.	*

62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Safeware has vast experience in dealing with national emergencies that have required the use of unique delivery methods. (See response to section 6, question 28). We've used next flight out, expedited ground shipping, helicopter delivery, booked cargo planes, and hired couriers. Safeware is very familiar with special ways to get product when conventional methods do not meet requirements.	*
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	d. other than what the Proposer typically offers (please describe).	Sourcewell members will receive a 40% discount off of Safeware Catalog List Price (10% for services) which is comparable to our other contracts.

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.	Safeware has enjoyed over a decade of experience with national cooperative contracts. During that timeframe, we have learned techniques and systems to employ that assure contract compliance and pricing auditability. Our proposal includes pricing calculated by a uniform discount applied to an electronic Safeware list price. This allows our internal system tied to the Sourcewell contract to follow a formula that can only create a price by applying this discount level to the Safeware list price. All orders are placed by our internal customer service team and our internal system will flag any questionable items or proposals that do not match this formula. This same system allows us to track sales by a Sourcewell contract code and providing up to date spend analysis and reporting. This code applies to any eligible customer for Sourcewell in our system and will capture all contract sales referencing this number. This process allows both Safeware and Sourcewell to rest assured that the fee reported to Sourcewell and paid by Safeware is in accordance with the contract.
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.)	Safeware understands that there are soft costs included with soliciting, awarding, managing, marketing and promoting a cooperative contract. We appreciate the opportunity to have this vehicle available for customers to save them the costs of this process and get the safety products that they need in an expeditious and efficient manner. Having said that, Safeware has built a brand in the marketplace over the past 40 years as the go-to supplier for public safety needs. Our field team will be promoting this cooperative vehicle with their customer contacts and actively engaging customers in the field. Safeware is a national distributor of safety products and because of that we operate on a limited amount of gross profit per sale, often single digits of margin. We do not operate like many other manufacturers who can just include an additional percentage in their list price to cover a cooperative fee. Our proposal also includes shipping in the price of each item which will come directly out of that gross profit number. After taking these considerations into account, Safeware proposes an administrative fee of 0.75% of all Sourcewell contract sales as our administrative fee. We can pay this fee quarterly or annually based upon closed contract sales. This will not be listed as a separate line item or fee to the end using agency and will be paid by Safeware directly out of our gross profit on all Sourcewell contract sales.

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.	As previously discussed, we have a system in place that will track every Sourcewell contract order. With this information, we can create a wide variety of reports that will look at growth in sales across individual customer, customer class, or even region. We distribute weekly reports to our sales team around orders placed, orders shipped, and orders that have billed. We summarize our sales for our group each month and can easily include the Sourcewell contract to create a visual of sales growth and success with the contract.
67	Describe the unique design and feature attributes of the products and/or equipment offered in your proposal.	Safeware sells products from a number of different manufacturers with many unique features. We understand that customers make operational decisions based upon their own unique requirements and we carry a variety of options in order to meet those needs. We use our expert product knowledge to match the customer with a manufacturer that meets both their product specs and budgets. Whatever they ask for, that what we will give them.
68	Describe available options for customization of the products and/or equipment offered in your proposal.	Once again, Safeware offers many manufacturers with a variety of sizes, colors, and customizations. The benefit of a company like Safeware is that we can source other product if not available from the manufacturer originally specified by the customer and offer them many options for review. We have a long history of working with these suppliers and can source custom items not available to all customers.
69	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	Safeware has a wide range of both customers and products so no one process fits every situation. We are adaptable and ready to meet the needs of all our customers. We have sizing sets and samples in a range of sizes that can be shipped to a customer for trying on, or this process can be done in person with a sales rep for larger departments. Sometimes the manufacture will also help with the process.
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.	Safeware employs a sales force of 22 outside sales reps that travel the country to meet and serve our customers. Depending on the product and needs of the customer, our reps will determine if an in-person sales meeting is needed or if the demo, sale, or training can take place virtually. We perform in-person demos and training, often involving the manufacturer to provide even more expertise. Safeware's YouTube channel is also a great resource for supplemental training and product videos. We also perform many onsite services which are included in our Service Price List. Our technicians travel on-site in addition to performing repairs, calibration, and service at our in-house shops.
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).	Safeware is committed to complying with all national standards for the products we supply. If a customer requests product that meets a certain standard, we will only provide solutions that meet those standards. Though not all available product meets these standards, our team is very knowledgeable and will help customers select the product that is right for their application. Our top priority is the safety of our customers so we will never sell product that we believe is not the right fit. If a customer is unsure about the standards required for their application or industry, our well-trained professional sales team will research appropriate products to meet these needs.

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

Line Item 72. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - FinancialStrength_10.Financials_Safeware_FinancialStatements_2019.pdf - Wednesday March 25, 2020 14:00:18
 - [Marketing Plan/Samples](#) - MarketingPlan_32.MarketingSamples.zip - Wednesday March 25, 2020 14:02:20
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Pricing](#) - PRICING_Safeware_CatalogPriceLists.zip - Thursday March 26, 2020 13:30:21
 - [Additional Document](#) - Sell-Service_25.SalesForce.zip - Wednesday March 25, 2020 14:02:36

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. - Jessica Faulkner, Assistant Secretary, Safeware, 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"/>	-