



Solicitation Number: RFP #032620

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Motion Industries (Canada) Inc.**, 8985 Fraserwood Court, Burnaby, BC V5J 5E8 (Vendor).

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. **WARRANTY.** For any Equipment or Products provided hereunder, Vendor warrants and covenants that at the time of delivery, Vendor shall have good and marketable title to all Equipment and Products, free and clear of any and all liens, restrictions, reservations, security interests and claims at the time title to such Equipment and Products passes pursuant to the provisions of the Contract. Vendor is a distributor of products manufactured by other companies. As such, Vendor generally does not design, manufacture, alter, modify, test, inspect, package or provide instructions or warnings with respect to the Equipment or Products. Vendor itself makes NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, or other warranties of quality, WHETHER EXPRESS OR IMPLIED for the Equipment or Products sold hereunder. Any product warranty extended is that of the manufacturer and not that of Vendor. Vendor shall assist the Member with claims against manufacturers in connection with any non-conformities during manufacturer's warranty period, if any. Vendor expressly warrants that it shall complete all Services in accordance with the highest industry standards or, if applicable, highest professional standards. If, in Member's reasonable determination, the Equipment or Products do not materially conform to the manufacturer's warranty ("Non-Conforming Equipment/Products"), Member may return such Non-Conforming Equipment/Products to Vendor, and Vendor shall either, at its option: (i) replace the defective Non-Conforming Equipment/Products with conforming Equipment or Products; (ii) repair the defective Non-Conforming Equipment/Products; or (iii) issue a credit or refund for the price of the defective Non-Conforming Equipment/Products. Vendor shall also pass through all available warranty benefits from the applicable manufacturer to Member to the extent permitted by contract or law. Notwithstanding the foregoing, Vendor warrants that the Equipment or Products will be of good title and free of all liens and security interests. If, in Member's reasonable determination the Services do not materially conform to the specifications in the applicable order ("Non-Conforming Services"), Member shall notify Vendor of such Non-Conforming Services in writing. Within thirty (30) days of Vendor receiving such written notice, Vendor, as Member's sole and exclusive remedy and Vendor's sole liability, shall either, at its option: (i) re-perform the Non-Conforming Services to conform with the specifications in the applicable order; (ii) repair the Non-Conforming Services; or (iii) issue a credit or refund for the price of the Non-Conforming Services.

C. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcwell 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 Sourcwell 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.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

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

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract within Canada. 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, and on terms and requirements that are determined to be acceptable to Vendor, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each

calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

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

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

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

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

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

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the negligent acts or omissions or intentional misconduct of Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have arisen from such negligence or intentional misconduct.

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 two (2) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract. Audit results will be based upon overcharges and undercharges being combined to determine the net impact.

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

Vendor agrees to provide an indemnity for intellectual property claims based on intellectual property rights owned by Vendor, but cannot provide a direct copyright, trademark, or patent indemnity for the Products or Equipment supplied pursuant to the Contract, as Vendor does not manufacture the Products or Equipment. Vendor agrees to use commercially reasonable efforts to assist the Member in processing any infringement claim against the applicable manufacturer. Vendor shall also pass through all available indemnification and defense of intellectual property claims that can be obtained and passed through from an applicable manufacturer, or otherwise permitted by contract or law.

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.

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

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 but only to the extent of Vendor's indemnity obligations under the Contract. 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 but only to the extent of Vendor's indemnity obligations under the Contract.

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.** Vendor will 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. 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

Motion Industries (Canada) Inc.
DocuSigned by:
By: Brent Pope
61A1F52060C348D...
Brent Pope
Title: Vice President Sales and Marketing
Motion Canada

Date: 5/13/2020 | 10:52 AM CDT

Date: 5/14/2020 | 2:01 PM PDT

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

Date: 5/14/2020 | 4:02 PM CDT

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

Vendor Details

Company Name: Motion Industries, Inc.
Address: 1605 Alton RD
Birmingham, ALABAMA 35201
Contact: Shelby Bobo
Email: Shelby.bobo@motion-ind.com
Phone: 205-957-5207
Fax: 205-951-5367
HST#: 63-0251578

Submission Details

Created On: Wednesday March 04, 2020 12:19:44
Submitted On: Thursday March 26, 2020 15:49:13
Submitted By: Carolyn Srp
Email: Carolyn.srp@motion-ind.com
Transaction #: 35fc91a9-cf58-46d3-ad54-671676909680
Submitter's IP Address: 104.225.171.179

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):	Motion Industries (Canada) Inc.
2	Proposer Address:	8985 Fraserwood Court, Burnaby BC V5J 5E8
3	Proposer website address:	www.motioncanada.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):	Brent Pope Vice President Sales and Marketing Motion Canada brent.pope@motioncanada.com 604-433-6711 8985 Fraserwood Court Burnaby BC V5J 5E8
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Flynn Brost, Product Manager Safety/First Responders 2417 5 Street, Nisku Alberta, T9E0H1, 780-979-6128
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Matt Gordon, Industry Specialist First Responders, matt.gordon@motioncanada.com, 780-919-9361 Adam Colameco, Industry Specialist First Responders, adam.colameco@motioncanada.com, 780-862-9395 Tristin Dolan, Supply Chain Specialist First Responders, tristin.dolan@motioncanada.com, 780-979-6132 Anthony Chapman, Director of Government Sales, Anthony.chapman@motion-ind.com, 804-399-1821

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Motion Canada is a wholly owned subsidiary of Genuine Parts Company (GPC) who employs over 500 staff in 51 branches in Canada with over 70 years in business. Having such a large footprint across Canada allows us to leverage our existing logistic network to provide the most efficient delivery of products available.</p> <p>Motion Canadas' First Responder division has been selling Morning Pride turn out gear into the Canadian market for over 20 years. We are the largest supplier of Morning pride turn out gear in Canada and offer unique experience in all aspects of the fitting and alterations of the Morning Pride line of products. In 2019, Motion Canada continued to be the largest supplier of Honeywell products into the Canadian Fire Service, as we look to the future with a renewed partnership with Honeywell First Responder Products we are looking forward to continue to serve our current customers and seeking new opportunities.</p> <p>As an organization, it is our mission "To meet or exceed our customers' needs in a timely manner by providing quality products and continuously improving our internal operations and the services we provide."</p> <p>The following statements characterize the set of values we embrace throughout Motion Industries:</p> <ul style="list-style-type: none">• Providing highest quality products and services to exceed customer's expectations• Maintaining high-caliber employees in a desirable place of employment• Representing suppliers in a professional and fair manner• Being responsible stewards in the communities we serve• Maximizing shareholder value <p>See attachment 29</p>
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8	Provide a detailed description of the products and services that you are offering in your proposal.	<p>We are pleased to provide the following details regarding the products that we are offering in this bid. Further to this information, Motion Canada would be pleased to answer any additional questions that you have and provide a technical presentation on any of these products at your request.</p> <p>Morning Pride® TAILS, is proprietary to Honeywell, Honeywell Morning Pride® Gear is custom fit Turnout Gear, it has been engineered using advanced patterning technology to provide a better fit, new features, and allow more range of motion and protection.</p> <p>Morning Pride® EDGE Turnout Gear is made for the firefighter who wants the latest technology, yet wishes to keep a traditional cut. Proven and versatile in all environments, EDGE delivers the high level of performance you need to depend on. Advanced design meets classic styling. Designed with ample displacement for all-around mobility, comfort, and performance.</p> <p>Morning Pride® VIPER's unique five-panel and ten-panel designs mimic the human shape and conform to the body's anatomical movements. This is key to an ergonomic fit without bulk and excess fabric. Another method of manufacture is to use single-piece patterning for the inner two layers, essentially limiting the ergonomics and performance of the gear.</p> <p>Honeywell MED-TECH EMS Engineered for the EMS Professional and certified to NFPA 1999, this Honeywell MED-TECH EMS gear offers lightweight protection, flexibility, and comfort in every environment. The overall design is an athletic cut for greater comfort, mobility, and reduced weight. The coat features a reengineered version of the Morning Pride Tails™ variegated hem and a lie-down collar. Features and Benefits: Specially Engineered for the EMS Industry</p> <p>Honeywell Boots, each boot is hand made at the Honeywell Factory in Dayton Ohio. Every one of Honeywell boots is back by the most rigorous engineering and testing.</p> <p>Super Glove: From patented features and proprietary technology to unique materials that offer superior tactility, thinness, feel, and enhanced insulation, the super glove delivers phenomenal dexterity with enhanced protection. Honeywell's unique materials, such as DIGIROO KANGAROO LEATHER, KEVLAR®/NOMEX® blend linings, and our own custom-blended carbon hood material, offer you comfort and durability while protecting you way above the NFPA minimum requirements.</p> <p>Hoods, The Honeywell MaskMate™ Hood offers maximum comfort while stowed by providing the largest face opening and yet at the same time maintaining its third party certified designation for universal fit to all brands of air masks currently on the market.</p> <p>Honeywell Helmets are produced in the USA at the Honeywell Factory in Dayton OH, each helmet is manufactured using proprietary features such as, EZ touch feature on the Traditional EV1 helmets, Ben2 and LiteForce shell materials made with superior heat protection with 39% more resistance to impact. Each helmet has many different options to be customizable for the customers needs.</p> <p>Innotex GRAY Hood is a particulate blocking hood, exclusively designed by Innotex to address the issue that Cancer is a growing concern as more and more firefighters are diagnosed with this disease than ever before.</p> <p>Innotex gloves Exclusively at INNOTEX®. These gloves are enhanced for protection. Proudly manufactured in the U.S.A. CROSSTECH® inserts provide long lasting protection against hot water, blood, body fluids and common chemicals by resisting damage due to flexing, abrasion and heat exposure.</p> <p>Rosenbauer helmets HEROS-titan firefighting helmet from Rosenbauer. Developed for the world's most extreme operations, it fulfills all important standards and certifications for firefighting helmets: EN 443:2008, EN 16471, EN 16473 and ISO 16073:2011.</p> <p>Lakeland, Gear, Coveralls At Lakeland Industries, their number one priority is creating protective garments that protect our customers from fire, hazardous chemicals, and diseases, throughout the world. Lakeland provides off the rack gear, Compliant to the current 2018 Edition of NFPA 1971 Standard on Protective Ensembles for Structural Firefighting</p> <p>See attachments 1 - 18</p>
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9	<p>What are your company's expectations in the event of an award?</p>	<p>MI recognizes that doing business with the Canadian government requires an understanding of regulatory compliance that does not exist in commercial industry. Government, education, and non-profit organizations must adhere to strict requirements and protocols as it pertains to procurement and contracting activities. This is why competitive bid requirements exist in the government, education, and nonprofit segments. Accounting for spend within these segments is serious business. It is important for suppliers and vendors to understand these compliance parameters.</p> <p>MI understands the right contracting vehicle can satisfy many barriers to selling into the public sector, education, and non-profit markets. Winning a Sourcewell Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment contract award satisfies the requirement to bid opportunities because the contract has already been competitively bid. MI Canada recognizes this is a very important step in the contracting process. MI Canada understands that winning a Sourcewell contract award can be the difference between being "just another vendor", and being an approved supplier that exemplifies knowledge of the rigorous compliance requirements as well as having illustrated the dedication and industry awareness it takes to win a government contract award. Winning the Sourcewell Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment contract will open doors and increase revenue success with government, education, and non-profit segments.</p> <p>In the event of an award MI Canada will work directly with Canadian Sourcewell members, as well as Rural Municipalities of Alberta (RMA), Saskatchewan Association of Rural Municipalities (SARM), Association of Manitoba Municipalities, LAS AMO Business Services, Newfoundland and Labrador Municipalities, Federation of Prince Edward Island Municipalities, Nova Scotia Federation of Municipalities, and Union of Municipalities New Brunswick (UMNB) on the successful rollout of the Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment contract.</p> <p>Motion Industries currently has past performance with Sourcewell contracts. In 2019, Motion industries received an award for the current Sourcewell Facility MRO Industrial & Building Supplies with Related Equipment, Accessories, Supplies and Services contract. Motion executed a successful rollout of this contract within our organization and it continues to be the fastest growing government contracting vehicle we have to date. A contract award to MI Canada for the current Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment will open the door for Sourcewell members in Canada to take advantage of our world class service and expertise in the firefighting protective equipment industry.</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>Motion Industries is a wholly owned subsidiary of Genuine Parts Company (NYSE: GPC.) In FY 2019, Genuine Parts Company achieved \$19.4 Billion in sales and Motion Industries contributed \$6.5 Billion in sales to the overall total. A copy of GPC's 2019 Annual Report is included in our RFP response.</p> <p>See attachment 30</p>
11	<p>What is your US market share for the solutions that you are proposing?</p>	<p>Motion Industries' proposal is for the Canadian market only</p>
12	<p>What is your Canadian market share, if any?</p>	<p>Motion Industries' estimated Canadian market share for these products and services is 5%</p>
13	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>No, Motion Industries, Inc. has never been subject to bankruptcy action.</p>
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</p>	<p>a. - Motion Industries is a distributor of MRO Industrial Supplies and Power Transmission products. MI sources from over 20,000 product manufacturers and suppliers. At this time, MI does not maintain official letters of authorization from all of our approved manufacturers and suppliers. If there is ever a question as to the authorization for Motion Industries to sell or represent a specific manufacturer/product MI will provide the needed documentation upon request.</p> <p>MI maintains a database of key suppliers in our operating system. Each key supplier is assigned a supplier number that links to key information about that respective supplier in MI's system. The supplier number is linked to information about that respective supplier such as contacts, ordering, shipping, invoicing, discounts and other data. Key supplier information is updated frequently to ensure accuracy and expedite product and service transactions for our customers.</p> <p>All of MI's key suppliers list us as an authorized distributor of their products and services. MI maintains inventory levels for many of these suppliers at our branches and/or distribution centers. Again, if there is ever a question as to the authorization for Motion Industries to sell or represent a specific manufacturer or product, MI will</p>

	<p>employees, or the employees of a third party?</p>	<p>provide the needed documentation upon request.</p> <p>Motion Canada does not utilize an independent dealer network. Motion Canada is a wholly owned subsidiary of Genuine Parts Company (GPC) who employs over 500 staff in 51 branches in Canada with over 70 years in business. Motion is an authorized distributor for the below.</p> <p>Firefighting Personal Protective Equipment (PPE) for all types of fire and rescue service:</p> <p>Structural Firefighting</p> <ul style="list-style-type: none"> • Turnout Gear • Boots • Gloves • Hoods • Helmets and Related Accessories • Front Shields • Helmet Mounted Lights • Shrouds • Straps • Pads • Visors <p>Wildland Firefighting</p> <ul style="list-style-type: none"> • Coats, Pants • Coveralls <p>Technical Rescue, and EMS – MED-TECH</p> <ul style="list-style-type: none"> • Turnout Gear • Boots • Gloves • Hoods • Helmets and Related Accessories • Front Shields • Helmet Mounted Lights • Shrouds • Straps • Pads • Visors <p>Self-contained breathing apparatus (SCBA) and supplied air breathing apparatus (SABA),</p> <ul style="list-style-type: none"> • Scott Safety X3 Pro custom <p>Including open circuit and/or closed-circuit systems, face pieces, cylinders, regulators, and rapid intervention crew/company universal air connection (RIC UAC)</p> <ul style="list-style-type: none"> • RIT-PAK III Emergency Supply System <p>Including open circuit and/or closed-circuit systems, face pieces, cylinders, regulators, and rapid intervention crew/company universal air connection (RIC UAC)</p> <p>Related equipment and accessories, including personal alert safety systems (PASS), air supply monitoring systems, gas masks, belts, suspenders, straps, radio holders, and eye protection.</p> <p>Breathing air compressors and compressor systems, including mobile and stationary fill</p> <p>b. - The only service Motion Canada is providing for this Sourcewell Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment contract are customization services dealing with equipment personalization. Please see a complete response to that service in our response to question 49.</p> <p>See attachments 1 - 18</p>
15	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Motion Industries (Canada), Inc. is qualified to do business in all provinces and territories in Canada, and are registered for all federal and provincial VAT and sales taxes. We have many local business licenses to keep our 51 branches in compliance with the local statutes. If additional local business license filing obligations are created by the fulfillment of this contract, we will obtain any additional local licenses required by the law. We believe we are in compliance with our tax filing obligations.</p>
16	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Motion Industries has never been lawfully terminated, suspended or precluded from participating in any public procurement activity with a federal, state or local government or education agency.</p>

17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Motion Canada's proposal represents a complete set of protective clothing including advanced options to maximize particulate reduction, and improvements to TPP and THL values. While there are other options available, the proposed garments offer exceptional performance and construction. Morning Pride Tails Turn out gear is custom fit and manufactured garment, this allows for a wide range of body types to be accommodated.</p> <p>The subcategories in our proposal include protective clothing such as turnout gear, coats, pants, boots, gloves, hoods, belts, suspenders, helmets and related accessories, including front shields, helmet mounted lights, shrouds, straps, pads, and visors. SCBA includes open circuit and/or closed-circuit systems, face pieces, cylinders, regulators, and rapid intervention crew/universal air connection (RICUAC)</p> <p>See attachments 1 - 18</p>
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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *						
18	Describe any relevant industry awards or recognition that your company has received in the past five years	INDICA Buying Group of the year Award 2019 – Motion Canada belongs to the INDICA safety and industrial products buying group. This award is given to the company that displays supply chain competencies such as: maximizing buying programs, inventory assortment, working relationship with manufacturers, growth etc. The award is chosen by the Manufacturer partners of the group and is an indication of the strong working relationships Motion Canada has with our suppliers.						
19	What percentage of your sales are to the governmental sector in the past three years	80% of Motion Canada's First Responder Product sales go to Canadian Government operations						
20	What percentage of your sales are to the education sector in the past three years	Only a small portion of Motion Canada's sales are to the education sector, estimated at 1%.						
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?	<p>Since 2019, Motion Industries is the holder of a Sourcewell Facility MRO (Maintenance, Repair & Operations), Industrial & Building Supplies with Related Equipment, Accessories, Supplies & Services Contract, #121218-MII. Previously, we held contract #011614-MII for Power Transmission Components with Related Accessories, Service and Industrial Supplies. Our sales have steadily grown over the last three years. Below are the annual sales.</p> <table border="1" data-bbox="621 1018 844 1098"> <tr> <td>2017</td> <td>\$1,458,536</td> </tr> <tr> <td>2018</td> <td>\$2,545,930</td> </tr> <tr> <td>2019</td> <td>\$3,439,034</td> </tr> </table>	2017	\$1,458,536	2018	\$2,545,930	2019	\$3,439,034
2017	\$1,458,536							
2018	\$2,545,930							
2019	\$3,439,034							
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>MI Canada has served the Canadian Department of National Defense with a Fire Fighting Foam contract with potential annual sales of \$400,000.00.</p> <p>Since 2010, MI's US Government team has served the US Federal Government with a GSA 51V Hardware Superstore Contract #GS-21F-0029X for SIN 001 and 002. Below are the annual sales this contract.</p> <table border="1" data-bbox="621 1270 844 1348"> <tr> <td>2017</td> <td>\$757,233</td> </tr> <tr> <td>2018</td> <td>\$729,919</td> </tr> <tr> <td>2019</td> <td>\$844,105</td> </tr> </table>	2017	\$757,233	2018	\$729,919	2019	\$844,105
2017	\$757,233							
2018	\$729,919							
2019	\$844,105							

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 Edmonton, Fire and Rescue	Merrilee Lynes	780-496-3815
Parkland County Fire	DC Dave Rilling	780-999-9397
City of Red Deer Emergency Services	Curtiss Platzke	403-356-2473

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 *	
City of Edmonton	Government	AB - Alberta	Gear, helmets, gloves, foam, hoods	100 sets of gear PPE	\$6,000,000	*
Strathcona County	Government	AB - Alberta	Gear, helmets, gloves, foam, hoods	20 USAR, 30 sets gear, PPE	\$900,000	*
City of Red Deer	Government	AB - Alberta	Gear, helmets, gloves, hoods	34 sets gear , PPE	\$360,000	*
Parkland County	Government	AB - Alberta	Gear, helmets, gloves, foam, hoods	40 sets if gear	\$300,000	*
City of St. Albert Fire Services	Government	AB - Alberta	Gear, helmets, gloves, foam, hoods	12 sets of gear	\$300,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell 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>At MI, everyone from the CEO down to the part-time apprentice is accountable for exceeding customers' expectations. MI's field sales organization is made up of Division VP's, Branch Managers, Operations Managers, Account Managers, Senior Customer Services Representatives, Customer Service Representatives, Fluid Power Specialists, Hose Specialists, Electrical Specialists, and Industrial Specialists. The below graphic illustrates the current numbers of our MI's field sales organization for the US and Canada.</p> <p>Specific to Fire Services we have two dedicated First Responder Sales Specialists who are supported by 15 Safety Product Specialists, along with the 118 account representatives across the country and the 51 branches supporting the network.</p> <p>See attachment 29</p>	*
26	Dealer network or other distribution methods.	Motion Industries does not currently utilize a dealer network. All branches, distribution centers, service centers (shops), and subsidiaries are wholly owned by GPC/Motion Industries.	*
27	Service force.	<p>MI's network of local service providers are referred to as branches and we have 51 branch locations in Canada. Typically, each local branch has a Branch Manager, Operations Manager, multiple Sales Representatives (Account Managers), multiple Customer Service Representatives (CSR's), Support Staff (Clerical), Warehouse, and Delivery. All MI locations and subsidiaries are wholly owned by GPC/MI as we do not have a 3rd party dealer network.</p> <p>See attachments 19 & 20</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>MI is committed to providing unsurpassed service to its customers. MI Canada's 51 branches, 3 distribution Centers, and 7 repair service centers are powered by our in-house operating system, eCOS. eCOS is powered by content, world class search technology, supply chain connectivity, and open architecture for web, social, and mobile media. Motion's service capabilities are unsurpassed, in large part due to the fact that the company operates on a common system. Because all locations operate on a single platform, Motion's service is consistent across North America. MI associates access eCOS through a desk top, lap top, cell phone (Mi Pro), or other internet connected device. eCOS is optimized for customer service, designed for the unique demands of MRO customer support and strategic relationships, and is flexible to meet changing market demands.</p> <p>In addition to MI's advanced operating system, eCOS, our associates have access to MiPro Mobile. MiPro can be accessed through a compatible handheld devices and provides instant access to quotes, open orders, sales insights, customer snapshot, appointments/meetings, alerts, and can even be used for sales leads. This tool puts the power of our company in the hands of associates, on the go, which increases efficiencies thus saving time and cost.</p> <p>Motion Canada supports our customers with over \$110 million in inventory dispersed throughout the aforementioned locations all across Canada. MI has strategically located inventory to properly address local markets. MI's advanced logistics network ensures we have the right products available at the right locations. MI is committed to providing the highest quality customer service and all locations maintain regular operating hours as well as a 24 hour "after hours" service line.</p> <p>Our customers do not only need MI's service between 8am to 5pm, customers' facilities or equipment can experience a failure at any time. For this reason, MI maintains 24 hour service, 365 days per year. Each branch has a 24 hour "after hours" service number that customers can call at any time. Once an after-hour's call is made, Motion is capable of responding quickly to the customer's needs. MI's operating system, eCOS, allows every branch to view their inventory and the inventory of other MI branches and distribution centers remotely. Typically, MI branches do not charge for after-hours service unless it is contractually negotiated or the manufacturer/supplier charges a fee. In this case, MI will pass along any applicable fees after notification and agreement of the charge by our customer.</p> <p>In the MRO distribution industry, customer breakdowns and emergencies are part of life. Proper planning, logistics, communication tools, highly trained associates, and access to billions in inventory ensure that emergencies have minimal impact on MI's customers' operations. MI branches have direct links to many of our vendors' inventories which provides visibility into an additional \$2 billion in supplier/manufacturer managed inventory. MI recognizes the need for timely and reliable delivery to our customer base. Successful, accurate deliveries are what ensure a customer's facility sustains operations and productivity, thus making this a high priority for Motion Industries. MI utilizes both company owned trucks and 3rd party freight carriers to deliver inventory from our distribution centers to our branches. In addition to company delivery activities MI uses FedEx, UPS, Purolator, and other freight carries to "drop ship" products to customer locations upon request. We also utilize emergency delivery services for rush orders when applicable. These service can be accessed by our DC's or our branches whenever necessary.</p> <p>See attachments 21 & 22</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	MI Canada's response is for the Canadian market only and does not include the USA market	*
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?	<p>MI Canada intends to service all Sourcewell Member across Canada.</p> <p>See attachment 29</p>	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	MI Canada's response to RFP 0326320 is for the Canadian market only and does not include the continental USA , Hawaii, Alaska, and 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>Motion Canada has a proven implementation process that has been utilized to implement large and multi-site contracts for many years. Over 50% of Motion Canada's business is in the form of contracts as such it is imperative that a process is in place with each contract. Motion Canada has a dedicated Corporate Accounts team that will support the sales force with marketing collateral including presentations and project management to ensure a seamless implementation.</p> <p>Motion Canada's strongest marketing tool is our field sales organization. By capitalizing on internal communication channels MI can broadcast new contract award announcements, develop FAQ's explaining the contract and answering questions. Our First Responders Product team will be available to support our branches and sellers with technical information/product selection and direction for any inquiries relating to the contract. All product information sheets/links will be made available to our branches and sellers along with manufacturer contacts. Our safety/first responder product catalog is a great resource for our sellers and customers. A new, stand-alone version of our First Responder catalog is in the works for 2020 and will showcase even more of the products we are promoting.</p> <p>External Marketing:</p> <p>MI Canada's First Responder catalog can be sent electronically to all participating members of this Sourcwell bid. A Specific marketing piece can be created showcasing features and benefits of the products we are offering to the group. Our outside sales team (led by our First Responders sales team) has a far reaching grasp and can be leveraged for contacts and communicating the contract's message.</p> <p>See attachments 1 - 18</p>	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>MI's creative marketing team is very skilled at utilizing electronic vehicles to communicate on a mass scale. Currently, MI Marketing utilizes D&B's data enrichment platform, MDM for market demand and market share, Constant Contacts for email contact data, Adobe Campaigns, Google Analytics, Adobe Analytics, Maptive for mapping, IBS World for industry forecast, Oxford Economics for data warehouse and economic indicators, Hoote Suite for social media, and our internal CRM for leads and raw data pulls</p> <p>See attachment 23</p>	*
34	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	<p>If awarded, Motion will diligently work with Sourcwell on the promotion of our contract. We anticipate that Sourcwell will promote MI whenever applicable and reasonable within the scope of the contract agreement. MI understands that Sourcwell may have more than one contracted supplier for the Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment contract award; therefore, it is not reasonable to think that Sourcwell will promote one supplier over another; instead will promote the contracting vehicle itself. MI will seek every opportunity to work with Sourcwell to promote the contract at trade show events, Sourcwell "Get to Know Us" sessions, Sourcwell University, and other marketing events across the country.</p> <p>In MI Canadas' view, Sourcwell may work directly with MI Canada and act as a liaise to establish and maintain a relationship with Rural Municipalities of Alberta (RMA), Saskatchewan Association of Rural Municipalities (SARM), Association of Manitoba Municipalities, LAS AMO Business Services, Newfoundland and Labrador Municipalities, Federation of Prince Edward Island Municipalities, Nova Scotia Federation of Municipalities, and Union of Municipalities New Brunswick (UMNB). The successful promotion of these relationships will benefit the members of these associations and introduce them to a world-class distributor of firefighting personal protective equipment, apparel, and accessories across the whole of Canada.</p> <p>The ability to integrate new contracts and initiatives into our sales process lives in MI's DNA. Each year, MI's executes new national contract roll-outs throughout our organization. MI's government team, GV01, has a proven process for contract roll-outs which includes contract FAQ's, marketing and sales collateral, trade publication articles (if applicable), online training videos through inMotion (intranet site), and face-to-face training delivered by our government management team. GV01 will highly encourage the participation of our field sales organization in the training, promotion, and marketing of our Sourcwell contract.</p>	*

35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Motion Industries is recognized as a leader in e-business catalog content development and business process integration. Electronic catalogs are built to your specifications, gathering data from customer usage reports and contract pricing. Third-party providers, such as Ariba® and Hubwoo are supported, along with set formats, which often include:</p> <ul style="list-style-type: none"> - Mfg. part number - Motion's ID # - UOM - Customer stock number - Descriptions - Images <p>Because many of the First Responder products are very unique, Motion will build a customer specific e-catalogue that will allow the user to e-procure the First Responder product ensuring they get the correct product at the agreed to price. The catalogue can be dynamically updated to include more products on an ongoing basis, to reflect the customer's changing needs. As many companies are choosing to conduct business this way, Motion is very familiar with all major e-procurement platforms and can integrate using our in house e-commerce support team.</p>
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Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>MI's approach to training is simple, exceeding the customers' training expectations in a format that fits best within the customer's organizational structure. Different customers have different needs. MI understands that training is one of the most important aspects to understanding the technology, applications, performance factors, features and benefits, and the science behind the products and services we offer to our customers. MI strives to make training available to our customers in a format that is user friendly to their method of consumption. MI offers fee based training, free on-line training, manufacturer supported training, and training support through our local branches.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>We are pleased to provide the following technical details regarding the products that we are offering in this bid. Further to this information, Motion Canada would be pleased to answer any additional questions that you have and provide a technical presentation on any of these products at your request.</p> <p>Honeywell Turnout Gear:</p> <p>TAILS: Continuous 360° Protection around Gap Areas Minimizes Risk of Exposure</p> <p>The Morning Pride TAILS design offers 360° protection around all openings. Continuous front facings are constructed with same thermal and moisture barrier materials as the liner. A curved chin strap provides enhanced neck protection and comfort. Sleeves end in double-layer wristlets with continuous water wells to channel liquid outside the moisture barrier.</p> <p>VIPER: The patented T-Closer™ system was invented to counter a common problem: neck exposure due to improper closure of the coat. Morning Pride® VIPER's progressive design integrates the storm flap and throat strap into one uninterrupted piece. This eliminates gaps in the critical neck area and offers secure, single-action closure for fast donning and doffing. T-Closer™ System for Protection without Gaps</p> <p>EDGE: TES™ (Thermal Enhancement System) Creates Extra Thermal Protection Without Adding Excess Bulk. TES™ consists of a layer of Nomex® mesh engineered into the garment design on the upper torso and arms –all areas typically exposed to compression and the highest thermal load. EDGE utilizes an engineered zipper system to attach the outer shell to the moisture barrier and thermal liner, completely eliminating the risk of gaps between the outer shell and the thermal liner frequently found in snap-in liner systems.</p> <p>MED-TECH - Complete body, seam-sealed protection of the Honeywell MED-TECH EMS gear reduces the risks associated with accidental exposure to bloodborne pathogens are dangers which need to avoided, and in this line of work those dangers are all too real. Honeywell MED-TECH EMS gear was developed as a system to protect from the dangers faced every day. Using the most advanced performance fabrics and design features for maximum protection, durability, and comfort, Honeywell MED-TECH EMS gear is made by the same people who make Morning Pride turnout gear, leaders in personal protective equipment.</p> <p>Honeywell Boots:</p> <ul style="list-style-type: none"> • Vibram® FIRE&ICE™ Polymer Technology FIRE&ICE outsoles have superior traction on icy and oily surfaces. Chemical resistant and performance proven. • Vibram® Racer Outsole Beveled heel and notched perimeter lugs to move over uneven terrain with confidence. Omni-directional tread pattern with self-cleaning lugs for great traction. <ul style="list-style-type: none"> • NFPA 1971 Structural FF • NFPA 1992 Liquid Splash

		<p>Honeywell Hoods:</p> <p>The Honeywell MaskMate™ Hood improves the air mask-to-hood interface with an opening that adapts to face, neck, and air mask size and shape. The new design is engineered to maximize field of view without compromising an effective and safe overlap between the hood and the edge of any contemporary air mask lens or gasket. The Honeywell MaskMate™ Hood also offers maximum comfort while stowed by providing the largest face opening and yet at the same time maintaining its third party certified designation for universal fit to all brands of air masks currently on the market.</p> <p>Super Gloves:</p> <p>Only the Super Glove contains patented Air Spacer™ Thermal Architecture. This architecture traps air for thermal protection without adding bulk to the glove. The unparalleled feeling of this glove is further enhanced with digital grip palms and fingers to maximize tactility and grip.</p> <p>Innotex GRAY: Developed to meet the proposed requirements of NFPA 1971,2018 edition, the particulate blocking layer blocks carcinogenic particulates 0.1 µm to 1.0 µm that are found in the combustion of structural fires by greater than 98%. Yet, that same layer also allows for air permeation, which is essential to reduce the risk of increased core temperature.</p> <p>Innotex Gloves: CROSSTECH® inserts provide long lasting protection against hot water, blood, body fluids and common chemicals by resisting damage due to flexing, abrasion and heat exposure.</p> <p>Lakeland Gear/Coveralls:</p> <p>LazerMax™ is standard equipment on all Stealth™ and B2™ Turnout Gear. LazerMax™ is a Lakeland proprietary patented feature that significantly increases the visibility of first responders in low light conditions.</p> <p>See attachments 1 - 18</p>
<p>38</p>	<p>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>	<p>Environmental awareness and action is not only our responsibility, it is the right thing to do. As an organization, the GPC family of companies are directed to participate in programs designed to elevate environmental awareness as well as set green sustainability and conservation guidelines for GPC subsidiaries to follow. For the GPC family of companies, our sustainability effort is another pillar of our culture— to do the right thing in order to operate our businesses in a responsible manner. This includes developing the proper balance of environmental responsibility, safety, wellness, community involvement, and economic success to ensure we protect our valuable resources—our people, our communities, and our planet.</p> <p>As a Company, we are proud of our efforts during the last decade to improve our awareness and impact through various sustainability actions in North America. Prior to identifying focus areas for sustainability, GPC consulted the Global Reporting Initiative (GRI) to better understand sustainability reporting standards and the Sustainability Accounting Standards Board (SASB) for sustainability topics and program guidance. As a result, GPC identified several key sustainability focus areas to include reducing air emissions, identify pollution prevention opportunities, practice water conservation, reduce fuel consumption, minimize operational waste, implement energy conservation, provide green products and services, and communicate the message throughout the GPC family of companies.</p> <p>It is recognized that developing a sustainability program is a journey, so it is appropriate to approach this effort in steps. Through each step on the journey, our sustainability program will mature, building on the foundation and lessons learned from previous activities. GPC has formulated six steps to as the foundation to our sustainability program. These steps represent a roadmap toward developing a sustainable program. These steps include determine governance structure and responsibilities, establish sustainability guiding principles, engage stakeholders, complete materiality assessment, determine sustainability focus areas and strategic goals, and conduct sustainability baseline. Following program development, the next phase represents the ongoing management of the sustainability program, including action plans and initiatives, performance monitoring, and a regular cycle of sustainability reporting.</p> <p>Please see attachment 24 – Sustainability Brochure</p> <p>Throughout the planning phase it is important to self-assess, so we have been completing internal visioning and materiality exercises as well as evaluating our largest impact areas to determine the scope and approach for the sustainability program. It is clear that internal stakeholders as well as external ones, including customers, competitors, and investors, influence our sustainability programs now and into the future. We are all in this together. Not unlike supply chain activity that brings Sourcwell members the brands they count on from the people they trust, getting all internal and external stakeholders involved with GPC sustainability program is the key to impactful results that make a real difference. Each month GPC sends out conservation and sustainability information to MI branches. This information is displayed in the Awareness Center which is located in a common area at each branch.</p> <p>As a distributor, MI does not obtain green certification for any products. The information is</p>

		<p>available from the product manufacturer. If any Sourcewell members require green certification information, our branch locations will assist in obtaining the information direct from the manufacturer.</p> <p>Please see attachments 25 -27</p> <p>In addition to the GPC sustainability program, MI also has a group dedicated to elevating energy conservation to our customers and leading them to the cost savings benefits of implementing green initiatives. MI's Energy Services Team is a group of industry professional dedicated to the providing energy conservation services to our customers. The driver for these environmentally beneficial activities is cost savings through energy conservation. The cornerstones of MI's energy saving enterprises are evaluation, analysis, solutions, and implementation. Through energy savings evaluation and implementation, MI's energy team can show a customer tangible cost savings as a result of conserving energy, which is a powerful green initiative that benefits everyone. Below please see the categories of energy saving services MI's energy team provides:</p> <ul style="list-style-type: none"> • Compressed Air • Electrical System Efficiency and Power Quality • Energy Procurement • Forensic Billing Analysis • Lighting • Mechanical Efficiency • Steam • Solar PV/Thermal <p>Please see attachment 28</p> <p>In addition to the Energy Services Team, MI has a team dedicated to supporting wind energy. Wind energy provides jobs, economic stability, and clean energy all across the United States. MI recognizes the overall impact that using wind to create energy has on America's sustainability efforts. Many state and local governments tap into wind energy to provide a total energy solution or to supplement their overall energy needs. Wind is a clean and renewable energy source that is an important piece of America's overall sustainability footprint. MI's wind energy team focuses on this industry from the original manufacturing process to servicing existing wind projects in the field.</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.	The products Motion Industries proposes in this response do not have energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	*
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.	<p>We are committed to including diverse suppliers to enhance the value delivered to you. Suppliers' ownership status data is maintained to allow us to track and report spend by diversity categories and Tier 2 reporting when requested.</p> <p>Diverse supplier categories currently utilized include small, woman, minority, veteran & service disabled veteran, LGBT and Hub Zone.</p> <p>Unfortunately, for the products in this RFQ we do not have alternative sources to meet this criteria.</p>	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	<p>Motion Canada's proposal represents a complete set of protective clothing including advanced options to maximize particulate reduction, and improvements to TPP and THL values. While there are other options available, the proposed garments offer exceptional performance and construction. Morning Pride Tails Turn out gear is custom fit and manufactured garment, this allows for a wide range of body types to be accommodated.</p> <p>Our expert First Responder sellers can advise what custom options are available to best suit your application and budget.</p> <p>See attachment 14</p>	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	<p>Yes, MI Canada, a division of Motion Industries, is Canada's premier distributor of industrial maintenance, repair and operations replacement parts and is ready to service all Sourcewell members in Canada. Motion's response to the Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment contract is for the Canadian market only. MI Canada has over 51 branch locations 3 distribution centers and 7 repair service centers committed to exceeding customer expectations.</p> <p>See attachment 29</p>	*

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?	<p>MI passes on to the original equipment manufacturer any warranty service. MI will; however, upon request assist the customer in processing warranty claims against the original equipment manufacturer on the terms described below.</p> <p>Motion Industries Warranty Statement: Proposer is primarily a distributor of products manufactured by other companies. As such, Proposer generally does not design, manufacture, alter, modify, test, inspect, package or provide instructions or warnings with respect to the products sold hereunder. Proposer itself makes NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, or other warranties of quality, WHETHER EXPRESS OR IMPLIED for the products sold hereunder. Any product warranty extended to Sourcewell/Sourcewell member is that of the manufacturer, and not that of Proposer. Proposer shall assist Sourcewell/Sourcewell member against manufacturers in connection with any non-conformities during manufacturer's warranty period, if any.</p>
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>MI passes on to the original equipment manufacturer any warranty service. MI will; however, upon request assist the customer in processing warranty claims against the original equipment manufacturer on the terms described below.</p> <p>Motion Industries Warranty Statement: Proposer is primarily a distributor of products manufactured by other companies. As such, Proposer generally does not design, manufacture, alter, modify, test, inspect, package or provide instructions or warnings with respect to the products sold hereunder. Proposer itself makes NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, or other warranties of quality, WHETHER EXPRESS OR IMPLIED for the products sold hereunder. Any product warranty extended to Sourcewell/Sourcewell member is that of the manufacturer, and not that of Proposer. Proposer shall assist Sourcewell/Sourcewell member against manufacturers in connection with any non-conformities during manufacturer's warranty period, if any.</p>
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	If warranty falls under manufacture policy, Motion Canada will advise on a case-by-case basis.
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?	Warranty will require shipment of product to one Motion Canada warehouse location within Canada only.
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?	<p>All warranties are subject to the manufacturer's policy. Motion Industries is a distributor of products and not a manufacturer. The original manufacturer's warranty will apply to products, if applicable. Motion Industries will assist Sourcewell members with claims to the original product manufacturer upon request.</p> <p>Motion Industries Warranty Statement: Proposer is primarily a distributor of products manufactured by other companies. As such, Proposer generally does not design, manufacture, alter, modify, test, inspect, package or provide instructions or warnings with respect to the products sold hereunder. Proposer itself makes NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, or other warranties of quality, WHETHER EXPRESS OR IMPLIED for the products sold hereunder. Any product warranty extended to Sourcewell/Sourcewell member is that of the manufacturer, and not that of Proposer. Proposer shall assist Sourcewell/Sourcewell member against manufacturers in connection with any non-conformities during manufacturer's warranty period, if any.</p>
48	What are your proposed exchange and return programs and policies?	If warranty falls under manufacture policy, Motion Canada will advise on a case-by-case basis. These returns are governed by the manufacturer's return policy. We are not authorized to change or adjust their policy in any fashion. The local branch will handle product returns with the manufacturers and restocking charges may apply.

49	Describe any service contract options for the items included in your proposal.	Motion Canada offers service contracts provided through sub-contracting partners. For turnout gear we offer NFPA 1851 (Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting) compliant advanced cleaning, repairs and inspection. We have partners providing care and cleaning of turn out gear in British Columbia, Alberta, and Saskatchewan. Presently we are working to develop these services in the remainder of Canada.	*
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	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?	At this time, leasing or financing options are not available from Motion Canada.	*
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.	At this time, no trade in program is available from Motion Canada.	*
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.	<p>Order placement method will be determined by the Sourcewell member preference. Orders can be placed via a variety of methods including phone, fax, e-mail, Motion's website, www.motioncanada.com, eProcurement integration (EDI or XML), or even with walk-in orders. The majority of orders are processed by the customer's local Motion Industries branch using our sophisticated order processing system.</p> <p>Each Sourcewell member will be assigned an individual Motion Industries account number that is linked to the Sourcewell contract pricing. Regardless of the method used to place the order, the member will receive the Sourcewell contract price and benefits. The transaction will be tracked for the Sourcewell quarterly sales reporting. Detailed quarterly sales reports are generated using individual order transaction data including member information, part and pricing information.</p> <p>All branches are owned and operated by Motion Industries and we do not use a dealer network. All orders are processed by MI branch locations and all order transactions are reported with information generated from our internal point of sale system. MI currently successfully generates quarterly sales reports for Sourcewell for contract #121218-MII and we meet all reporting criteria.</p>	*
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, there will be no extra costs added. Yes, Motion Industries accepts P-Cards, Visa, MasterCard, American Express, and Discover. There are no additional costs for using any of these purchasing methods.	*

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 *	
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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.	<p>The pricing Motion Canada is offering for this proposal is competitive market pricing. Pricing is designed to provide Sourcewell's members savings while being sustainable to allow for a mutually beneficial, long term partnership.</p> <p>Customized products do not allow for a "list price less discount" structure. Customized product will be sold at competitive prices. Our expert First Responder product sellers can help users identify features and benefits that are needed(or not needed) for every environment to be sure the right gear is being acquired at the right price.</p> <p>We will support the Sourcewell accounts with our most aggressive corporate industrial and safety pricing index. In addition to the items quoted in the RFQ, this Index gives Sourcewell access to everyday competitive pricing for low volume and unplanned spend. Aggregate mark-up on this background spend is set well below industry average and is available only to our largest Corporate Accounts.</p> <p>Notes: 1. Prices are shown in Canadian dollars using the 1.41 exchange rate 2. Prices are subject to the USA/Canadian exchange rate 3. Both Excel and PDF price files are provided for your review</p>	*
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.	<p>The pricing Motion Canada is offering for this proposal is competitive market pricing. Pricing is designed to provide Sourcewell's members savings while being sustainable to allow for a mutually beneficial, long term partnership.</p> <p>Customized products do not allow for a "list price less discount" structure. Customized product will be sold at competitive prices. Our expert First Responder product sellers can help users identify features and benefits that are needed(or not needed) for every environment to be sure the right gear is being acquired at the right price.</p> <p>We will support the Sourcewell accounts with our most aggressive corporate industrial and safety pricing index. In addition to the items quoted in the RFQ, this Index gives Sourcewell access to everyday competitive pricing for low volume and unplanned spend. Aggregate mark-up on this background spend is set well below industry average and is available only to our largest Corporate Accounts.</p>	*
57	Describe any quantity or volume discounts or rebate programs that you offer.	<p>MI is will offer volume rebates or volume sales discounts to Sourcewell members depending upon the level of sales commitment by the individual members. Sales through the Sourcewell contract will be tracked by individual agencies and volume rebates or discounts may be initiated depending on total volume of sales by member. MI understands the Sourcewell contract price is a ceiling price and based upon customer sales, prices can be adjusted to meet the local market as well as volume rebates and discounts applied depending on negotiations with individual members.</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>As well as being an industrial distributor, MI is a sourcing company that utilizes our logistical expertise and strong position in the marketplace to meet the ever changing requirements of our customers. MI sources from many different manufacturers/suppliers annually. If a customer needs a product that may not be a coded item within our system, and it falls within our core competencies, we will be happy to source that product for our customer. The unique ability to thoroughly understand facilities MRO and source hard to identify or hard to find items is where MI's longevity and vast experience in the industrial distribution space shines.</p> <p>If a Sourcewell customer needs a product that falls within the scope of this contract and we do not show a sales/sourcing history, MI will use our industry knowledge and supply chain to source the product to find a solution for the Sourcewell member. Once sourced, Motion will quote the product using the same cost plus pricing methodology used to develop pricing for this RFP.</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.	Should a Sourcewell member choose to purchase training or repair services charges would apply. Those programs are fee based and negotiated with the Sourcewell member depending on the project and scope of work. Typically, MI branches do not charge for after-hours service unless it is contractually negotiated or the manufacturer/supplier charges a fee. In this case, MI will pass along any applicable fees after notification and agreement of the charge by our customer.	*
60	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Freight is based on weight and dimensions of shipment, as well ship to location. Freight charges apply, the actual shipping charge from the carrier will be passed on to the Sourcewell member as agreed upon during order placement.	*
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	This proposal only includes sales to locations within Canada. Our offering does not include Alaska and/or Hawaii.	*
62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Standard stock items will be fulfilled through our Motion Canada distribution centers. These distribution centers are set up to provide inventory within 1-2 days of each of our servicing branch locations. Higher volume and or critical items will be stocked at the local servicing branch, these will be determined through discussions with the servicing branch and the customer. Deliveries for all made to order product will be managed through the local servicing branch and account representative.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	a. the same as the Proposer typically offers to an individual municipality, university, or school district.	<p>The pricing is based on what we would offer to a large municipality or city, although it has been priced more aggressively due to the potential volume. If volumes grow where we can leverage larger discounts then we will pass those discounts on to the participating Sourcewell members.</p> <p>Notes: 1. Prices are shown in Canadian dollars using the 1.41 exchange rate 2. Prices are subject to the USA/Canadian exchange rate 3. Both Excel and PDF price files are provided for your review</p>

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.	For our current Sourcewell contract, MI's government department, GV01, performs an internal review utilizing a summary report to identify any anomalies in Sourcewell membership spend. This includes a review of individual line item pricing and other transaction information to ensure contract parameters are being met. GV01 also goes through a monthly process of ensuring that all new Sourcewell members are linked to the contract pricing, business parameters, and receive all Sourcewell member benefits. For this Canadian opportunity, our staff in Canada will perform these same tasks for the proposed 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.)	If awarded this contract, MI will pay a 1% administration fee on all sales through the contract.

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.	In addition to internal contact review, MI's finance department forwards a list of company-wide new accounts which is reviewed for potential Sourcewell members. The list is then crosschecked with the Sourcewell online membership list to verify member number. Once member number is verified, our team contacts the local servicing branch and provides direction concerning approaching the member regarding participation the contract. This process ensures MI captures all potential Sourcewell members. Once new members are added to MI's Sourcewell contract, they are also added to our list for marketing purposes.

67	Describe the unique design and feature attributes of the products and/or equipment offered in your proposal.	<p>Morning Pride Tails by Honeywell</p> <p>The Morning Pride TAILS system combines advanced pattern engineering with reduced weight to give you a better range of motion, increased protection, and improved ventilation. By strategically reducing excessive overlap at the front of the coat and adding length to the back, the TAILS™ system significantly improves mobility in the front and maximizes protection in the back.</p> <ul style="list-style-type: none"> • Comfort Chinstraps (optional) Curved design for better fit and less irritation • Reshaped Neck/Collar Contoured fit for more natural comfort around the neck and across the shoulders • Articulating Drag Rescue Device Adjusts to maintain equal leverage on a downed firefighter even when pulling from an angle • Styling Significantly reduces hem rise and sleeve retraction, allowing for greater range of motion and protection • New Shoulder/Arm Pattern Increased arm mobility when reaching and more even weight distribution across shoulders • Forward Flex Sleeve Patented design eliminates undesirable sleeve retraction when reaching up or forward • Single Seam Sleeves Innovative design eliminates second seam, reducing wear point • Continuous 360° Protection Outer shell, moisture barrier, and thermal barrier overlap at coat facings, collar linings, and pant fly to give uninterrupted protection • Waterproof Wristlets Double-layer tough and durable Nomex® wristlets with continuous moisture barrier provide a liquid seal at the wrist • Hybrid Long Tabbed Wristlets Durable and comfortable thumb locator option doesn't interfere with glove donning • Large Inspection Ports Patented feature allows for easier inspection of thermal liner and moisture barrier • Tail System Reduces weight, increases range of motion and eliminates bunching when bending forward. Also increases visibility from behind and improves torso ventilation • Low-waist Comfort Pant Increases mobility at waist, reduces weight, and allows for more ventilation <ul style="list-style-type: none"> o feels like a pair of jeans o wears like a pair of jeans o rides like a pair of jeans • Full Access Fly Easier donning and doffing • Full Range of Motion Crotch Patented U-shaped design and diamond shaped insert allow greater leg mobility • Seam Guards Placed over trim threads at high-abrasion areas on the coat and pant to reduce wear <p>See attachment 14</p>
68	Describe available options for customization of the products and/or equipment offered in your proposal.	<p>Customization is available for many of the products offered by Motion Canada. While some are limited to color or add-on eye protection, other options are very extensive. Structural Firefighting garments offer the greatest number of options for customization. Morning Pride Tails has been an industry leader in custom firefighting garments for over 50 years. Each set of Tails are custom from the outset, selection of the outer shell, thermal liner, and moisture barrier, from an approved composite list. Fabric selection allows the user to tailor the level of protection to fit their own unique risk exposure. Reflective trim options allow for increased size, higher reflectivity materials, various patterns and color allow for increased visibility. To increase the functionality of the garment over 135 individual pocket configurations are available, each with custom placement options. Other options include flashlight clips, microphone tabs, cuff reinforcement, coat closures, and kneepads. NFPA certified Class 1 and Class 2 harness/belts are also available if required.</p> <p>See attachment 14</p>

69	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	<p>Morning Pride Tails Turn out gear is custom fit and manufactured garment, this allows for a wide range of body types to be accommodated. Using this bespoke sizing each individual needs are met, rather than using a cookie cutter pattern for either sex. A Motion Canada Specialist will work with the Customer to schedule a sizing appointment.</p> <p>Each individual sizing takes approximately 4-5 minutes to complete depending upon the number of members available to size; most sizing can easily be accomplished in one or two days. Motion Canada understands that Fire Departments have varying shifts that may need to be accommodated, so flexibility is warranted. Utilizing a sizing kit that consists of 18 pieces, each of these are finished garments ranging in size from 32 to 50 in pants and 36 to 52 in coats. Once the member finds an acceptable fit in the sizing kit, measurements are taken using a tape measure to further enhance the fit of the garment.</p> <p>Upon completion of sizing, the order will be processed within 48 hours (allowing for weekends). Once received and verified by Honeywell, the order is scheduled into production and a ship date will be provided to the Customer.</p> <p>See attachment 18</p>
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.	<p>Motion Canada prides itself on exceptional customer service our account representatives, and specialists meet with customers face to face. We understand that emergency response agencies are dynamic and that is why we work with each customer to be flexible when scheduling meeting. We meet with each customer to truly understand their needs so our Industry specialist can determine the best solution. Structural firefighting clothing requires our specialist to create a specification to meet the unique risks faced by the customer. Upon approval of the specification sizing of the garment occur, this is done in person, this may require multiple sessions/location to complete.</p>
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).	<p>All Fire Rescue products Motion Canada sell compliant to the relevant NFPA standards, additional standard certifications will be noted where applicable. NFPA certifications relating to this bid:</p> <ul style="list-style-type: none"> • NFPA 1971 - Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting • NFPA 1951 - Standard on Protective Ensembles for Technical Rescue Incidents; Three Levels of Certification - (1)Utility, (2)Rescue & Recovery, and (3)CBRN • NFPA 1977 - Standard on Protective Clothing and Equipment for Wildland Fire Fighting • NFPA 1999 - Standard on Protective Clothing and Ensembles for Emergency Medical Operations • NFPA 1992 - Standard on Liquid Splash-Protective Ensembles and Clothing for Hazardous Materials Emergencies • NFPA 1851 - Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - Attachment 30 - GPC Annual Report.pdf - Thursday March 26, 2020 13:54:55
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Pricing](#) - Pricing.zip - Thursday March 26, 2020 15:43:47
- [Additional Document](#) - Additional Attachments.zip - Thursday March 26, 2020 13:53:04

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. - Brent Pope, Vice President-Sales & Marketing , Motion Industries (Canada) 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"/>	--