

**Solicitation Number: RFP #011824****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Interspiro Inc., 10225 82<sup>nd</sup> Avenue, Pleasant Prairie, WI 53158 (Supplier).

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

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

**1. TERM OF CONTRACT**

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

**EXPIRATION DATE AND EXTENSION.** This Contract expires March 29, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

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

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

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

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

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

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

### 3. PRICING

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

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

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

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

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

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

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

- Identify the applicable Sourcewell contract number;

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

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

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

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

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

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

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

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

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

## **11. INDEMNITY AND HOLD HARMLESS**

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

## **12. GOVERNMENT DATA PRACTICES**

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

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

#### **1. *Grant of License.*** During the term of this Contract:

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

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

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

#### **15. FORCE MAJEURE**

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

#### **16. SEVERABILITY**

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

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell 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 Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

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

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

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

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**22. CANCELLATION**

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

Sourcewell

Interspiro Inc.

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 4/4/2024 | 1:46 PM CDT

DocuSigned by:  
*Don Reycroft*  
By: 9E0F095BA05A49D...  
Don Reycroft  
Title: Director of Sales Americas  
Date: 4/4/2024 | 11:38 AM PDT

# RFP 011824 - Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment

---

## Vendor Details

Company Name: Interspiro Inc.  
Address: 10225 82nd Avenue  
Pleasant Prairie, Wisconsin 53158  
Contact: Kaitlyn Taylor  
Email: Kaitlyn.Taylor@Interspiro.com  
Phone: 262-455-3495  
HST#: 06-1320208

## Submission Details

Created On: Wednesday December 20, 2023 10:17:02  
Submitted On: Thursday January 18, 2024 13:49:16  
Submitted By: Kaitlyn Taylor  
Email: Kaitlyn.Taylor@Interspiro.com  
Transaction #: ef02d0ec-1e35-462f-bcaa-c201dd199cad  
Submitter's IP Address: 97.99.229.72

---

## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Interspiro Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Ocenco Inc.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	47432
5	Proposer Physical Address:	10225 82nd Avenue, Pleasant Prairie, WI 53158
6	Proposer website address (or addresses):	<a href="https://Interspiro.us/">https://Interspiro.us/</a> <a href="https://Interspiro.com/">https://Interspiro.com/</a>
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Don Reycroft Director of Sales, Americas 10225 82nd Avenue, Pleasant Prairie, WI 53158 (262) 771-8181 Don.Reycroft@Interspiro.com
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kaitlyn Taylor Regional Sales Manager 10225 82nd Avenue, Pleasant Prairie, WI 53158 (Texas based) Kaitlyn.Taylor@Interspiro.com (262) 455-3495
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tim Hammes - Inside Sales & Customer Service Manager 10225 82nd Avenue, Pleasant Prairie, WI 53158 Tim.Hammes@Interspiro.com (262) 947-9000 Andre DePass - Regional Sales Manager, Southeast – TN, NC, SC, GA, AL, MS, FL & Bermuda 10225 82nd Avenue, Pleasant Prairie, WI 53158 (Georgia based) AndreDePass@interspiro.com (404) 626-2839 J.D. Laird - Regional Sales Manager, Northeast – ME, VT, NH, MA, RI, CT, NY, NJ, MD, DE, DC, PA, VA, WV, OH, KY, IN & MI 10225 82nd Avenue, Pleasant Prairie, WI 53158 (Ohio based) John.Laird@Interspiro.com (614) 886-8318 Kaitlyn Taylor - Regional Sales Manager, Lower Midwest – TX, LA, AR, KS, CO, OK, NM & MO 10225 82nd Avenue, Pleasant Prairie, WI 53158 (Texas based) Kaitlyn.Taylor@Interspiro.com (262) 455-3495 Aaron O'Brien - Technical Sales Manager Dive 10225 82nd Avenue, Pleasant Prairie, WI 53158 (Florida based) AaronObrien@Interspiro.com (262) 960- 3168

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
-----------	----------	------------

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Founded in 1904 and part of the US-based Ocenco group since 2003, Interspiro develops respiratory protection and regulators used by firefighters, underwater divers and underground mining operations all over the world. Since the beginning our mission has been to improve the safety for those that work in non-breathable environments. Today millions of our products are used by rescue divers, firefighters and rescue workers all across the globe. We started with respiratory protection for non-breathable situations way back in the 1920's and since 1948 Interspiro has worked to improve the safety and efficiency of professional diving. Every day, all around the world, our equipment stands trial to the toughest and most difficult environments. From blazing fires to dark waters. With our global headquarters based in Sweden, our central warehouse and production located in Latvia and sales & service locations in eight countries including our US location in Wisconsin we have achieved global recognition and reach.	*
11	What are your company's expectations in the event of an award?	If Interspiro Inc. receives an award, we will be excited to offer an Interspiro solution that will exceed the expectations of Members. Interspiro Inc. will align with Sourcewell in their solution-based approach. We expect Sourcewell will support Interspiro Inc. in training our sales team regarding the contract implementation process. Through our network of selected authorized distributors and service providers we will relay the benefits of Sourcewell Membership and educate them on processes so that we can continue to offer exceptional support and service throughout the US and Canada. Interspiro Inc. expects to incorporate Sourcewell into our marketing efforts in order to promote the contract and introduce new public agencies to what Sourcewell membership offers. We look forward to working together at appropriate trade shows and marketing events.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Interspiro AB, as it relates to Interspiro Inc as the US subsidiary, is a leading global provider of respiratory protection and breathing apparatus systems, maintains a robust financial foundation rooted in strategic growth, operational excellence, and a steadfast commitment to innovation and customer satisfaction. Our financial strength and stability are evidenced by our consistent performance, prudent financial management practices, and resilient business model. To provide meaningful insights into Interspiro AB's financial position and stability, we are pleased to submit our Annual Report Balance Sheet for the fiscal years 2021-2022 and 2020-2021. These documents offer a comprehensive overview of our financial health, liquidity, solvency, and operational efficiency, showcasing our ability to navigate market dynamics, manage risks, and capitalize on growth opportunities.	*
13	What is your US market share for the solutions that you are proposing?	Interspiro's market share in the US is roughly 5%.	*
14	What is your Canadian market share for the solutions that you are proposing?	Interspiro's market share in Canada is roughly 10%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Interspiro Inc and Interspiro AB are subsidiaries of Ocenco Incorporated. Ocenco Incorporated has never filed for bankruptcy.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) Our organization is best described as a manufacturer. We have our own dedicated sales team that works directly with end users to promote and distribute our products. Additionally, we maintain a network of distributors throughout the United States and Canada to expand our reach and ensure efficient delivery to various regions. While our sales team members are direct employees of our company, the distributors within our network operate as independent entities that purchase and resell our products to their respective customer bases. This hybrid model allows us to leverage both direct sales efforts and the expansive reach of our distributor network to effectively deliver the products and services proposed in this RFP.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Interspiro holds current certifications under ISO 9001 and ISO 14001 at the corporate and global levels. Our products comply with essential standards, including NIOSH, NFPA, and CE certifications. Enclosed in our submission are copies of the relevant certificates.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	N/A
20	What percentage of your sales are to the governmental sector in the past three years	Interspiro sales to the government sector is estimated at 10%.
21	What percentage of your sales are to the education sector in the past three years	Interspiro sales to the education sector is estimated at 1% or less.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
North Texas Fire Academy	Debbie Simmons	(972) 772-3473
Markham FD	Dep. Chief Matt Keay	(905) 415-7521
Montreal FD	Gabriela Izquierdo	(514) 230-0364

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Not Required	Government	Washington - WA	NFPA SCBAs, masks and cylinders	About 40 NFPA packs & masks with 101 cylinders.	About \$300,000
Not Required	Government	New Jersey - NJ	NFPA SCBAs, masks and cylinders	About 50 NFPA packs, about 60 masks and 102 cylinders.	About \$350,000
Not Required	Government	Louisiana - LA	NFPA SCBAs, masks and cylinders	About 40 NFPA packs & masks and 80 cylinders.	About \$230,000
Not Required	Government	Washington - WA	NFPA SCBAs, masks and cylinders	About 20 NFPA packs & masks and 72 cylinders.	About \$175,000
Not Required	Government	ON - Ontario	NFPA SCBAs, masks and chest straps	About 100 NFPA packs & 275 masks and about 100 chest straps.	About \$575,000

**Table 6: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *
-----------	----------	------------

26	Sales force.	<p>Interspiro Inc. maintains a strategic presence across the United States through a team comprising four Regional Sales Managers (RSMs), one Inside Sales Customer Service Manager, and one Technical Sales Manager specializing in Dive equipment. Our current organizational structure is meticulously designed to address the diverse needs of Sourcewell participating entities across the U.S. We are in the strategic planning phase to augment our sales force in the forthcoming years, with a focus on expanding the number of RSMs and incorporating specialized trainers to enhance our service offerings.</p> <p>Each member of our sales force is adept at engaging directly with end-users and maintaining collaborative relationships with key stakeholders within our authorized distributor network. It is pertinent to note that while our sales force is comprised of direct employees of Interspiro Inc., a significant portion of our business operations is facilitated through our authorized distributor network. These distributors, though not direct employees, are integral partners representing Interspiro Inc.'s esteemed brand and commitment to excellence.</p>	*
27	Dealer network or other distribution methods.	<p>Interspiro Inc.'s distributor network is strategically positioned across the United States and Canada, ensuring comprehensive coverage and efficient service delivery to Sourcewell participating entities within these regions. Our distributor network encompasses a carefully selected group of partners who align with Interspiro Inc.'s standards of excellence, product expertise, and customer service.</p> <p>As of the current operational framework, our authorized distributor network continues to grow geographically to optimize reach and responsiveness. While these distributors operate independently as separate entities, they undergo rigorous training and alignment sessions with Interspiro Inc. to ensure consistent brand representation, product knowledge, and service quality. A list of these Authorized Distributors is included in the attached documents.</p> <p>The workforce within our authorized distributor network comprises dedicated sales and service professionals, with the exact number of full-time equivalents varying based on individual distributor size and operational requirements. While these professionals are not direct employees of Interspiro Inc., they operate under contractual agreements that mandate adherence to our company's standards, protocols, and values.</p> <p>Collaboration and synergy between our in-house sales force and the distributor network are paramount. Regular communication channels, training sessions, and performance evaluations are established to foster seamless integration, minimize overlaps, and optimize the collective capability to meet the evolving needs of Sourcewell participating entities.</p>	*
28	Service force.	<p>Interspiro is equipped to meet the diverse needs of Sourcewell Members across the U.S. and Canada through our strategically located service center in Pleasant Prairie, WI, staffed by three dedicated technicians ensuring prompt and efficient repairs. Complementing this facility, we have established a broad network of certified technicians employed by authorized distributors throughout the region, trained by certified instructors to deliver consistent, high-quality service and support. Our collaborative approach between sales and service functions ensures seamless communication and coordination, reinforcing our commitment to customer satisfaction, safety, and operational excellence. You will find included with our submission a recent Service Bulletin that outlines some guidance on accessing service in our Pleasant Prairie location.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>For Sourcewell customers, the ordering process is designed for simplicity and efficiency. Entities can directly engage with either our authorized distributors or Interspiro RSMs and employees to initiate inquiries related to purchasing through the Sourcewell agreement. Upon determining the specific products and quantities required, Interspiro Inc. or the respective distributor will promptly provide a comprehensive quote. Upon receipt and review of the quote, the Sourcewell Member will issue a purchase order to finalize the transaction. In our operational model, seamless collaboration between Interspiro Inc. and our authorized distributors is paramount. While the initiation and quoting processes can be facilitated either through our direct sales team or distributors, the ultimate goal remains consistent: to deliver exceptional service and support to Sourcewell Members. Our internal communication channels and coordination mechanisms ensure that the order fulfillment process is streamlined, minimizing complexities for Sourcewell Members. Our team and distributor network work cohesively, sharing information, insights, and resources to expedite order processing and delivery, thereby alleviating pressures and ensuring a smooth experience for all Sourcewell Members.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>At Interspiro, our customer service program predominantly operates through our dedicated RSM and Inside Sales teams. Given that business from this contract award typically commences via our authorized distributors, Sourcewell Members would likely engage directly with the customer service representatives within their chosen distributor. While the structure and processes may vary across our authorized distributor network, we remain committed to facilitating timely responses and support to meet the unique needs and expectations of Sourcewell Members.</p>	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We possess both the ability and willingness to provide our products and services to Sourcewell participating entities across the United States without any limitations.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We possess both the ability and willingness to provide our products and services to Sourcewell participating entities across Canada without any limitations.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Interspiro will provide full service across all states, territories and provinces in the US and Canada. If we do not have a local service tech to support an area products will be shipped to our North America headquarters for any service and repairs.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We are pleased to confirm that Interspiro Inc. does not have any limitations in serving Sourcewell participating entity sectors. Our organizational capabilities and infrastructure are designed to cater comprehensively to all sectors, including government, education, and not-for-profit entities across the United States and Canada. We maintain a robust operational framework and flexibility that allows us to address the diverse needs of Sourcewell customers without any geographical or contractual restrictions. As such, we are fully committed and prepared to meet the requirements of any Sourcewell participating entity, ensuring consistent quality, service, and support.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	At Interspiro, we are pleased to confirm that there are no specific contract requirements or restrictions imposed on customer located in Hawaii, Alaska, or the U.S. territories. We are committed to fostering inclusivity and accessibility across all regions, ensuring that our respiratory protection and breathing apparatus systems are readily available to meet the unique needs of our customers without any geographical limitations.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Targeted Outreach: Utilize our established network of sales professionals and distributors across the United States and Canada to engage directly with potential Sourcewell participating entities. This involves personalized communications and informational sessions emphasizing the advantages of partnering with Interspiro through the Sourcewell contract.</p> <p>Digital Marketing: Harness our digital platforms, such as our company website, email, and social media channels, to broadcast information about the Sourcewell contract opportunity. Implement targeted advertising campaigns aimed at government agencies within the Sourcewell network.</p> <p>Trade Shows &amp; Events: Engage in pertinent industry trade shows, conferences, and events attended by Sourcewell members. This offers an avenue to showcase our products, interact directly with decision-makers, and foster relationships with potential customers.</p> <p>Awareness &amp; Simplification: Proactively educate both existing and prospective customers about the straightforward process of becoming a Sourcewell member. Emphasize the benefits, including streamlined procurement of Interspiro products and access to a broad range of solutions tailored to their specific needs. By simplifying the membership process, we aim to empower entities to capitalize on the efficiencies and advantages offered by Sourcewell, enhancing their overall operational effectiveness.</p> <p>Feedback &amp; Adaptation: Continuously solicit feedback from our sales team, distributors, and customers within the Sourcewell network to refine our marketing strategies. Adapt our approach based on insights, market trends, and evolving customer needs to ensure maximum effectiveness and impact.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Interspiro leverages technology and digital platforms to enhance our marketing effectiveness and will continue this practice to promote collaboration with Sourcewell. Our authorized distributors will be encouraged to prominently display the Sourcewell logo, contract name/number on their corporate websites, and utilize relevant social media channels to engage with end-users effectively. Additionally, Interspiro will integrate the Sourcewell logo across our email communications and official website to reinforce our partnership and commitment. Furthermore, we will actively promote the contract on our social media platforms, emphasizing the benefits of Sourcewell membership to simplify and streamline the procurement process for end-users.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Interspiro Inc. recognizes Sourcewell's pivotal role in streamlining procurement for U.S. and Canadian governmental, educational, and nonprofit entities. Upon receiving a Sourcewell-awarded contract, we'll prioritize internal alignment through targeted team training, ensuring seamless integration of contract terms and requirements into our sales processes. Our dedicated support team will address Sourcewell-related inquiries promptly, while our marketing initiatives will spotlight the contract's benefits to both existing and potential customers. Additionally, fostering collaboration with Sourcewell remains paramount; we'll actively engage in relevant events and initiatives to amplify visibility and enhance partnership opportunities, ensuring optimal value delivery to Sourcewell members.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No, our products are not available for purchase through an e-procurement ordering process. Given the intricate specifications and configurations of our offerings, we prioritize a hands-on approach to ensure precise product alignment with each customer's requirements. This tailored approach allows us to maintain quality assurance and customer satisfaction by facilitating direct engagement throughout the ordering process, ensuring optimal product selection and deployment for our customers.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
-----------	----------	------------

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We understand the critical importance of ensuring that Sourcewell Members are proficient in the use and maintenance of our respiratory protection equipment. Operational training for our products is primarily provided by our authorized distributors who have an in-depth understanding of Interspiro equipment. This training encompasses fundamental product operations, safety protocols, and essential guidelines for calibration and usage. Additionally, in specific instances, Interspiro's dedicated sales representatives may also conduct this training to ensure Sourcewell Members are well-acquainted with our offerings. In line with our commitment to empowering end-users, Interspiro offers specialized maintenance training exclusively conducted by Interspiro certified instructors. This comprehensive program equips select individuals within the Sourcewell Member organizations with the skills and knowledge required to perform routine maintenance, minor repairs, and troubleshooting, thereby minimizing equipment downtime and enhancing operational efficiency. For transparency and clarity, operational training is provided at no charge to Sourcewell Members, reflecting our commitment to foundational user proficiency. In contrast, the cost for maintenance training varies based on individual circumstances and requirements.	*
41	Describe any technological advances that your proposed products or services offer.	At Interspiro, innovation and technological advancement are at the heart of our mission to provide superior respiratory protection solutions. Committed to our ethos of 'Safety First,' we continually invest in cutting-edge research and development to enhance the capabilities and reliability of our products. Our latest advancements focus on optimizing user comfort, increasing operational efficiency, and ensuring uncompromised safety in diverse and challenging environments. By leveraging state-of-the-art materials, advanced engineering techniques, and user-centric design principles, we have introduced features such as improved ergonomics, enhanced durability, and intuitive interfaces across our product range. Furthermore, our collaboration with industry experts and rigorous testing protocols ensures that our offerings not only meet but exceed the stringent standards set by regulatory bodies. At Interspiro, our dedication to technological excellence ensures that our customers receive innovative, reliable, and high-performance respiratory protection solutions tailored to their evolving needs.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Given the technical nature of our products, our green initiatives are somewhat limited. However, Interspiro utilizes recycled materials where feasible and actively participates in recycling programs at our headquarters.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Currently, our products proposed under this RFP opportunity do not hold third-party certifications specifically related to green initiatives or sustainability factors.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Interspiro Inc., being a subsidiary of a global entity, falls under the classification of a large business. However, we collaborate with authorized distributors that hold certifications as small, veteran-owned, or women/minority-owned businesses, thereby actively supporting small business initiatives.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Our commitment goes beyond merely providing respiratory protection solutions; we focus on delivering unparalleled safety, versatility, and user-centric features that set us apart in the industry, especially for Sourcewell Members. Here's what distinguishes our offerings:</p> <p>Reliable Electronic Features with Mechanical Backup: Understanding the critical nature of our equipment, every electronic feature is meticulously designed to have a robust mechanical backup, ensuring continuous functionality even in challenging environments.</p> <p>Ergonomic and Versatile Design: Our SCBA harness stands out due to its ergonomic design, ensuring maximum comfort and functionality. With easy size adjustment in four distinct positions, users can tailor the fit to their specific needs. The design promotes optimal weight distribution, with the body-shaped hip belt and ergonomically shaped shoulder straps, preventing undue pressure on the neck muscles. This thoughtful design allows users to carry 80% of the weight on their hips, ensuring unrestricted motion and enhanced safety.</p> <p>Mask-Mounted Regulator: Our innovative mask-mounted regulator offers a host of advantages. Its low-profile design ensures a broader field of vision, promoting user awareness in critical situations. The secure connection guarantees a superior mask seal, clearer speech communication, and easier breathing, all while eliminating the risk of cross-contamination. Furthermore, the strategic placement of the exhalation valve on the chin mitigates the risk of mask freezing, ensuring consistent performance in diverse conditions.</p> <p>Ambient Air Hatch: Recognizing the importance of operational efficiency, our SCBA features a user-friendly hatch for ambient air. This feature allows users to don their equipment while conserving cylinder air. With a simple click on the chin, users can seamlessly transition to cylinder air, ensuring uninterrupted operation and safety.</p>
46	Describe compliance to applicable national standards such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	<p>Our products rigorously adhere to the latest National Fire Protection Association (NFPA) standards, ensuring stringent compliance with industry benchmarks for safety and performance. Copies of NFPA approval are attached.</p>
47	Describe how your product can be cleaned and decontaminated to prevent exposure to carcinogens.	<p>To prevent exposure to carcinogens, Interspiro's SCBA must undergo regular cleaning and maintenance procedures outlined in our manual. Users are advised to clean the apparatus and face mask using specified disinfectants like Georgia Steel FG350 Fresh Gear cleaner/disinfectant or Interspiro p/n 32447-05 BA Manual cleaner 5L. It's crucial to avoid using bleach or alcohol-based products, as these can degrade the equipment. Following each use, thorough cleaning, inspection, and disinfection are essential. Additionally, any signs of wear or damage should prompt immediate service by an authorized Interspiro service agent to ensure safety and efficacy. To enhance safety against carcinogen exposure, Interspiro has innovated its product line, specifically with the introduction of our latest version, the S9 Incurve. Recognizing the findings from cancer research, we have meticulously redesigned this model by minimizing the use of textile materials, which are particularly absorbent to carcinogens. Instead, the S9 Incurve features a streamlined rubber design that facilitates easier decontamination and faster drying post-use. Additionally, recognizing user preferences, we offer both textile and rubber head harness options across our mask range. This thoughtful design evolution underscores our commitment to prioritizing user safety and ease of decontamination, aligning with evolving health and safety standards.</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 *
48	Do your warranties cover all products, parts, and labor?	Our warranty provides comprehensive coverage for various components. Specifically, Interspiro warrants that the SCBA will be free from defects in material and workmanship for a period of fifteen years to the original customer. This warranty encompasses the backpack, harness, pneumatics, pneumatic hoses, backpack-mounted system electronics, heads-up display, facepiece, and cylinder. However, it's essential to note that accessories, batteries, and carry cases are exceptions and are not covered under this warranty. Our warranty ensures that defects are addressed through repair, replacement, or alteration at Interspiro's discretion, provided the products are handled according to our specified instructions. Therefore, while our warranty offers extensive coverage for the primary components, certain exceptions apply to specific items and accessories. *
49	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our warranty stipulates that claims may not be possible if: a) The products have been used for purposes other than their intended use, or if they have been used, maintained, or stored inappropriately. b) The products have been repaired or altered by the customer or a third party without prior approval from Interspiro. c) Damage, defects, or faults have arisen due to negligence by the customer or a third party or as a result of improper use, alteration, or adjustment not in accordance with Interspiro's instructions, or due to normal wear and tear.  In summary, while the warranty provides extensive coverage for specific components of the product, it does impose usage restrictions and limitations that could adversely affect coverage under certain circumstances. *
50	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Our warranties cover labor costs for repairs but do not include travel expenses for technicians. *
51	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Yes, there are potential geographic regions within the US and Canada where it may not be feasible to dispatch a certified technician for warranty repairs. In such instances, Sourcewell Members in these areas would be required to ship the pack to our headquarters located in Wisconsin for necessary service and repairs. *
52	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?	Yes, our warranty encompasses all components of the product, regardless of the original equipment manufacturer. *
53	What are your proposed exchange and return programs and policies?	We approach exchanges and returns with a tailored, case-by-case evaluation to ensure customer satisfaction. Requests can be facilitated through our respective Regional Sales Managers or conveniently processed via our official website, ensuring a streamlined and professional handling of all inquiries. *
54	Describe any service contract options for the items included in your proposal.	Interspiro Inc. does not provide service contract options directly. However, certain authorized dealers included in this RFP may offer their own service contracts at their discretion. *

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Interspiro offers payment terms of NET 30 days and accepts a wide range of payment methods. Additionally, it's important to note that our authorized distributors may have their specific payment terms that should be taken into consideration.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Interspiro does not offer any leasing or financing options at this time.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	N/A	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, we accept the P-card procurement and payment process. There is no additional fee for Sourcwell participating entities using this method.	*

**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 *
59	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.	Our pricing model is designed for simplicity and transparency. We offer a flat 15% discount off MSRP. In the attached documents, you will find comprehensive pricing information, including the standard/list pricing, Sourcewell's discounted pricing, and SKUs for each item along with detailed descriptions. We are committed to ensuring that Sourcewell and its members have easy access to all necessary pricing details. Additionally, upon reaching out to either Interspiro or our authorized dealers, Sourcewell members will be informed of any ongoing promotional specials for further cost savings. All pricing is listed in USD, conversions will be made for Candian inquires via the quote process.
60	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.	Our discount will be 15% off MSRP.
61	Describe any quantity or volume discounts or rebate programs that you offer.	While we do not offer specific volume discounts or rebate programs, we regularly run promotional specials throughout the year. These specials are designed to provide cost savings on specific items, allowing our clients to benefit from competitive pricing and valuable opportunities. We believe in offering consistent value through these promotions to meet the diverse needs of our customers.
62	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.	N/A
63	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.	No, there aren't any additional fees associated with the total cost of acquisition beyond the pricing submitted.
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Once a shipment is prepared, we meticulously evaluate rates from leading carriers to secure the most cost-effective option. Subsequently, we prepay the freight or shipping charges and transparently incorporate these costs into the customer's invoice, ensuring clarity and efficiency in our delivery process.
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For shipments to Alaska, Hawaii, Canada, or any offshore locations, our shipping process aligns seamlessly with our standard procedures for deliveries within the continental US, ensuring consistent and reliable service across all regions.
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	In situations requiring expedited shipments or specific delivery preferences, we address each request on a case-by-case basis to accommodate unique requirements and ensure optimal service.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	d. other than what the Proposer typically offers (please describe).	This pricelist is unique to Sourcewell.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	To ensure rigorous compliance with our proposed contract with Sourcewell, Interspiro is committed to implementing a robust self-audit process. This process will involve periodic audits conducted by our dedicated team to verify alignment with Sourcewell's contract terms. A crucial aspect of these audits will be meticulous tracking and verification of administrative fees remitted to Sourcewell, ensuring accurate and timely submissions. Additionally, leveraging internal metrics related to sales performance and revenue growth will provide valuable insights.
69	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.	<p>Contract Compliance: Regularly reviewing compliance with Sourcewell's contract terms, including pricing, delivery schedules, and service-level agreements, will ensure alignment with the agreed-upon terms and conditions.</p> <p>Sales and Revenue Growth: Tracking sales performance, revenue generated through the contract, and comparing it with predetermined targets will help us assess the contract's financial impact and identify areas for growth.</p> <p>By closely monitoring these internal metrics, Interspiro aims to maintain transparency, accountability, and continuous improvement throughout our partnership with Sourcewell and its participating entities.</p>
70	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.)	In the event that we are awarded a contract, Interspiro proposes an administrative fee of 1% to be paid to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract. This fee structure is designed as a percentage of Vendor sales under the contract and is not intended as a line-item addition to the members' cost of goods.

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

Line Item	Question	Response *
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Interspiro specializes in providing a comprehensive range of breathing apparatus and auxiliary equipment designed for use in hazardous environments, both on land and in water. For the scope of this RFP, our primary focus centers on our NFPA and NIOSH approved Self-Contained Breathing Apparatus (SCBA) commonly used within the US and Canada. Additionally, we offer a variety of optional features that enable full customization of each configuration, ensuring alignment with the specific requirements and preferences of the end-user.
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Self-Contained Breathing Apparatus (SCBA)

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

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

Line Item	Category or Type	Offered *	Comments	
73	Self-contained breathing apparatus (SCBA) and supplied air breathing apparatus (SABA)	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer both NFPA and NIOSH SCBAs.	*
74	Breathing air compressor and compressor systems, including mobile and stationary fill stations, cascade systems, purification, and storage	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
75	Related equipment and accessories related to the offering of 71 - 72 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer all types of accessories for SCBAs such as spectacle kits, neck straps, etc.	*
76	Services related to the equipment described in 71 - 72 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Interspiro and our distributors offer annual flow testing and other service and maintenance that may be needed.	*

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

**Line Item 77. NOTICE:** To identify any exception, or to request any modification, to Sourcwell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Contract.

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

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - Table 11 Line 59 - Pricing - Sourcwell Price List 2024.pdf - Thursday January 18, 2024 12:22:36
  - [Financial Strength and Stability](#) - Table 2 Line 12 - Financial Strength.zip - Thursday January 18, 2024 12:22:51
  - Marketing Plan/Samples (optional)
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Table 9 Line 48 - Warranty - Interspiro Fifteen Year Warranty Jan 2020[2171].pdf - Thursday January 18, 2024 12:23:08
  - Standard Transaction Document Samples (optional)
  - Requested Exceptions (optional)
  - [Upload Additional Document](#) - Additional Information.zip - Thursday January 18, 2024 12:25:36

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Don Reycroft, Director of Sales, Americas, Interspiro 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
<b>Addendum_3_Self_Contained Breathing Apparatus_RFP_011824</b> Fri January 12 2024 11:10 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_Self_Contained Breathing Apparatus_RFP_011824</b> Wed December 27 2023 08:49 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Self_Contained Breathing Apparatus_RFP_011824</b> Tue December 12 2023 05:20 PM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1  
TO  
CONTRACT # 011824-INT**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Interspiro Inc.** (Supplier).

Sourcewell awarded a contract to Supplier to provide Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment to Sourcewell and its Participating Entities, effective April 4, 2024, through March 29, 2028 (Contract).

The parties wish to amend the Proposal to ensure compliance with Sourcewell's Procurement Policy and standard government procurement practices.

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

1. Line items 7 and 8 of "Table 1: Proposer Identity & Authorized Representative" of the Proposal is deleted in its entirety and replaced with the following:

Chris Newman, National Sales Manager (CAN & USA)  
10225 82<sup>nd</sup> Ave, Pleasant Prairie, WI 53158  
519-292-6137  
[Chris.newman@interspiro.com](mailto:Chris.newman@interspiro.com)

2. Line item 9 of "Table 1: Proposer Identity & Authorized Representative" of the Proposal is deleted in its entirety and replaced with the following:

Chris Newman, National Sales Manager (CAN & USA)  
10225 82<sup>nd</sup> Ave, Pleasant Prairie, WI 53158  
519-292-6137  
[Chris.newman@interspiro.com](mailto:Chris.newman@interspiro.com)

Tim Hammes, Inside Sales & Customer Service Manager  
10225 82<sup>nd</sup> Ave, Pleasant Prairie, WI 53158  
262-947-9000  
[Tim.hammes@interspiro.com](mailto:Tim.hammes@interspiro.com)

Aaron O'Brien, Technical Sales Dive Manager  
10225 82<sup>nd</sup> Ave, Pleasant Prairie, WI 53158  
262-960-3168  
[Aaronobrien@interspiro.com](mailto:Aaronobrien@interspiro.com)

Kurt Schmidt, Dive Sales Manager, West  
10225 82<sup>nd</sup> Ave, Pleasant Prairie, WI 53158  
424-333-2310  
[Kurt.schmidt@interspiro.com](mailto:Kurt.schmidt@interspiro.com)

Todd Rishling, Dive Sales Manager, East  
10225 82<sup>nd</sup> Ave, Pleasant Prairie, WI 53158  
815-509-7284  
[Todd.rishling@interspiro.com](mailto:Todd.rishling@interspiro.com)

Chris Lambert, Police Dive Services Manager  
10225 82<sup>nd</sup> Ave, Pleasant Prairie, WI 53158  
317-468-5981  
[Chris.lambert@interspiro.com](mailto:Chris.lambert@interspiro.com)

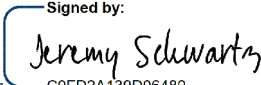
Ramon Nazario, Sales Manager, Latin America  
10225 82<sup>nd</sup> Ave, Pleasant Prairie, WI 53158  
954-955-7722  
[Ramon.nazario@interspiro.com](mailto:Ramon.nazario@interspiro.com)

3. Line item 20 of "Table 3: Industry Recognition & Marketplace Success" of the Proposal is deleted in its entirety and replaced with the following: "Interspiro sales to the government sector is estimated at 20%."
4. Line item 24 of "Table 4: References/Testimonials" of the Proposal, 2<sup>nd</sup> reference information for entity "Markham FD – Contact Name", is modified with the following: "Deputy Chief Robert Garland, 437-248-9235."
5. Line item 72 of "Table 14A: Depth and Breadth of Offered Equipment Products and Services" of the Proposal is deleted in its entirety and replaced with the following:

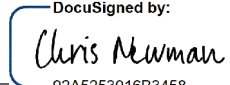
Self-Contained Breathing Apparatus  
 Public Safety Dive Rescue Systems  
 Buoyancy Compensator Devices (BCD)  
 Diving Regulators  
 Diving Masks  
 Surface Supplied Breathing Systems  
 Confined Space Breathing Systems  
 Emergency Escape Breathing Apparatus

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

**Sourcewell**

Signed by:  
  
 By: \_\_\_\_\_  
 C0FD2A139D06489...  
 Jeremy Schwartz, Chief Operating Officer  
 Date: 2/22/2025 | 9:40 AM CST

**Interspiro Inc.**

DocuSigned by:  
  
 By: \_\_\_\_\_  
 92A5253016B3458...  
 Chris Newman, National Sales Manager  
 Date: 2/22/2025 | 5:54 AM PST