

CHARLESTON CITY COUNCIL

Regular Meeting

April 20, 2026

at 7:00 PM



THIS MEETING WILL TAKE PLACE IN PERSON AND CAN BE VIEWED LIVE VIA

<https://charlestonwv.civicclerk.com/web/home.aspx>

Council Chambers, Third Floor
City Hall, 501 Virginia St. E.
Charleston, WV

AGENDA

CALL TO ORDER BY THE MAYOR

INVOCATION AND PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC SPEAKERS AND CLAIMS

1. **INTERESTED PUBLIC SPEAKERS MUST REGISTER AT THE CLERK'S HALLWAY TABLE IN PERSON NO EARLIER THAN 15 MINUTES BEFORE THE MEETING STARTS. FIVE (5) SPEAKERS WILL BE PERMITTED (RULE NO. 22 (B)).**
2. Claims 4-20-2026

PROCLAMATIONS

1. Proclamations 4-20-2026

COMMUNICATIONS

1. Communications 4-20-2026

REPORTS OF STANDING COMMITTEES

FINANCE

1. Resolution No. 26-043 – Authorizing the Mayor or City Manager to enter into a 1-year contract renewal with Stryker Medical for maintenance on Charleston Fire Department's Stryker paramedic equipment.
2. Resolution No. 26-044 - Authorizing the Mayor or City Manager to purchase a 2026 Police

Pursuit Rated sport utility vehicle from Wild Rose Chevrolet for Charleston Fire Department.

3. Resolution No. 26-045 - Authorizing the Mayor or City Manager to enter into a contract with Beavers Marine Store for the renovation and replacement of the decking on the Haddad Riverfront Park floating dock.
4. Resolution No. 26-046 - Authorizing settlement of a pending claim against the City by Christopher Walters, with associated claim number WV1542026028193, as recommended by the City Solicitor.
5. Resolution No. 26-047 - Authorizing the Mayor or City Manager to enter into a contract with Swope Construction Co. for the selective interior demolition of the Charleston Public Safety Center at One Piedmont Road.
6. Resolution No. 26-048 - Authorizing the Mayor or City Manager to purchase a total of 12 sets of turnout gear for the Charleston Fire Department from Witmer Public Safety.

REPORTS OF OFFICERS

1. 4-20-2026

NEW BILLS

1. 4-20-2026

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

REMARKS BY MEMBERS

ROLL CALL

ADJOURNMENT

THE NEXT SPECIAL MEETING OF COUNCIL WILL BE APRIL 21, 2026 AT 5:30 PM.

THE NEXT REGULAR MEETING OF COUNCIL WILL BE MAY 4, 2026 AT 7:00 PM.

THE AGENDA WAS AMENDED ON 4-16-2026

***Meetings may be recorded and broadcast via internet <https://charlestonwv.civicclerk.com>**

Resolution No. 26-043

Introduced in Council:

Adopted by Council:

April 20, 2026

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 26-043 – Authorizing the Mayor or City Manager to enter into a one-year
2 contract renewal with Stryker Medical in the amount of \$44,825.61 for maintenance on
3 Charleston Fire Department’s Stryker paramedic equipment.

4

5 Be it Resolved by the Council of the City of Charleston, West Virginia:

6

7 That the Mayor or City Manager to enter into a one-year contract renewal with Stryker Medical
8 in the amount of \$44,825.61 for maintenance on Charleston Fire Department’s Stryker
9 paramedic equipment.

10



CITY OF CHARLESTON
Purchase Request

INSTRUCTIONS: This form must be submitted to the City Manager's Office for any purchase of materials or supplies costing **\$5,000 or more**. A minimum of **3** quotes is required for this form.

Date: 4/8/2026

To: CITY MANAGER,

I request permission to purchase the following materials and/or supplies: _____

One year maintenance agreement for medical equipment.
(17 heart monitors, 8 power cots, & 6 Lucas devices)

Purchase justification: To cover all medical equipment for parts,
labor, travel, preventative maintenance, & batteries to
ensure equipment remains in good working order.

If approved, the total purchase price will be: \$44,825.61

(Check One)

- The price is less than the \$25,000 permitted for purchases without advertising for bids and needing approval from City Council. I have not purposefully split the purchase request to keep the purchase under the \$25,000 threshold and have not favored a particular vendor. I have not shared competitive information with any vendor(s).
- The proposed vendor is a sole source provider for the materials/supplies requested. (Skip to **ITEM A** on page 2.)

I have contacted the following responsible vendors and have attached their written quotes for the requested item(s): (Minimum of 3 Quotes Required)

- | | | |
|----|----------------|----------------------------------|
| 1. | <u>Stryker</u> | Price Quote: \$ <u>44,825.61</u> |
| 2. | _____ | Price Quote: \$ _____ |
| 3. | _____ | Price Quote: \$ _____ |
| 4. | _____ | Price Quote: \$ _____ |
| 5. | _____ | Price Quote: \$ _____ |

The apparent low-bid vendor *meeting specifications* is: Stryker

AND

The low-bid vendor is not delinquent on any financial obligations owed to the City of Charleston according to the City Collector's records, and I recommend authorizing the purchase through the low-bid vendor.

OR

I recommend not contracting with the lowest bidder meeting specifications and instead recommend contracting with _____ because:

Additionally, the recommended vendor is not delinquent on any financial obligations owed to the City of Charleston according to the City Collector's records.

ITEM A (For Sole Source Procurements ONLY)

Explain what is unique about this vendor/brand and why your department must purchase this product:

Maintenance agreement is for Stryker equipment.

Identify at least 1 independent third party who has verified the vendor is a sole source for the item(s) requested to be purchased, and submit his/her written opinion regarding the vendor's sole source status:

(Name & Phone Number) _____

REQUESTOR'S DECLARATION

I declare that I have fully complied with the letter and intent of the City Code as it pertains to procurement and have exercised reasonable precaution to procure the item(s) requested above at the lowest price, consistent with good service and quality.

I also declare that I have no personal or business relationship with the listed vendor(s) that would be considered a conflict of interest, except as follows:

(List Actual, Potential, or Perceived Conflicts of Interest) _____

Request Submitted By: Bernice A. Freas for CFD Department: City Manager's Office

Is this purchase being paid with grant funds? Yes No

Funds Approval: _____ Date: _____
Authorized Financial Officer

Account Number: 70600000 521600 (FY26 budgeted)

City Manager Approval: _____ Date: _____



1 YEAR PREVENT WITH BATTERY

Quote Number: 11283872

Version: 1

Prepared For: CHARLESTON FIRE DEPT EMS DIVISION

Attn:

Division: Medical

Rep: Austin Long

Email:

Phone Number:

GPO: EMS

SMK Service Rep Name: Cody Hopson

SMK Service Rep Email: cody.hopson@stryker.com

Quote Date: 03/31/2026

Expiration Date: 04/30/2026

DUAL Service Rep Name: Bill Paulson

DUAL Service Rep Email: bill.paulson@stryker.com

Contract Start: 01/01/2026

Contract End: 12/31/2026

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	CHARLESTON FIRE DEPT EMS DIVISION	Name:	CHARLESTON FIRE DEPT EMS DIVISION	Name:	CHARLESTON FIRE DEPT EMS DIVISION
Account #:	20030144	Account #:	20030144	Account #:	20030144
Address:	808 VIRGINIA ST W CHARLESTON West Virginia 25302	Address:	808 VIRGINIA ST W CHARLESTON West Virginia 25302	Address:	808 VIRGINIA ST W CHARLESTON West Virginia 25302

ProCare Products:

#	Product	Description	Months	Qty	Discount %	Sell Price	Total
1.0	LIFEPAK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR ∨ Parts, Labor, Travel ∨ Preventative Maintenance ∨ Batteries Service	12	9	15.0%	\$2,017.90	\$18,161.10
2.0	LIFEPAK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR ∨ Parts, Labor, Travel ∨ Preventative Maintenance ∨ Batteries Service	12	3	15.0%	\$2,017.90	\$6,053.70
3.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO ∨ Parts, Labor, Travel ∨ Preventative Maintenance ∨ Batteries Service	12	2	15.0%	\$1,423.75	\$2,847.50
4.0	LIFEPAK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR ∨ Parts, Labor, Travel ∨ Preventative Maintenance ∨ Batteries Service	12	1	15.0%	\$2,017.90	\$2,017.90
5.0	LIFEPAK35-FLD-PRO	ProCare-SVC-LP35-FIELD-REPAIR 12/01/2026 - 12/31/2026 ∨ Parts, Labor, Travel ∨ Preventative Maintenance ∨ Batteries Service	1	3	15.0%	\$171.63	\$514.89
6.0	LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR ∨ Parts, Labor, Travel ∨ Preventative Maintenance ∨ Batteries Service	12	5	15.0%	\$1,574.20	\$7,871.00
7.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO ∨ Parts, Labor, Travel ∨ Preventative Maintenance ∨ Batteries Service	12	4	15.0%	\$1,423.75	\$5,695.00



1 YEAR PREVENT WITH BATTERY

Quote Number: 11283872
 Version: 1
 Prepared For: CHARLESTON FIRE DEPT EMS DIVISION
 Attn:

Division: Medical
 Rep: Austin Long
 Email:
 Phone Number:

GPO: EMS

SMK Service Rep Name: Cody Hopson
 SMK Service Rep Email: cody.hopson@stryker.com

Quote Date: 03/31/2026
 Expiration Date: 04/30/2026

DUAL Service Rep Name: Bill Paulson
 DUAL Service Rep Email: bill.paulson@stryker.com

Contract Start: 01/01/2026
 Contract End: 12/31/2026

#	Product	Description	Months	Qty	Discount %	Sell Price	Total
8.0	LIFEPK35-FLD-PRO	ProCare-SVC-LP35-FIELD-REPAIR 08/01/2026 - 12/31/2026 √Parts, Labor, Travel √Preventative Maintenance √Batteries Service	5	1	15.0%	\$858.15	\$858.15
9.0	LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR 11/01/2026 - 12/31/2026 √Parts, Labor, Travel √Preventative Maintenance √Batteries Service	2	1	15.0%	\$262.37	\$262.37
10.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO √Preventative Maintenance	12	2	15.0%	\$272.00	\$544.00
ProCare Total:							\$44,825.61

Price Totals:

 Authorized Customer Signer (Printed) Date

 Stryker Authorized Signature (Printed) Date

 Authorized Customer Signature Date

 Stryker Authorized Signature Date



1 YEAR PREVENT WITH BATTERY

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Attn:

Division: Medical
Rep: Austin Long
Email:
Phone Number:

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SMK Service Rep Name: Cody Hopson
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Quote Date: 03/31/2026
Expiration Date: 04/30/2026

DUAL Service Rep Name: Bill Paulson
DUAL Service Rep Email: bill.paulson@stryker.com

Contract Start: 01/01/2026
Contract End: 12/31/2026

Purchase Order Number

Service Terms and Conditions:

The Terms and Conditions outlined in this quote, as well as any resulting Customer purchase order, are governed by the Terms and Conditions specified in the Terms Addendum to ProCare Medical Quote attached hereto. However, these Terms and Conditions do not apply if the Customer and Stryker are bound by a Master Service Agreement or by a separate written agreement that governs the purchase or sale of goods and/or services.

Equipment Service Plan

Line Item #	Model	ProCare Materials	Serial #
1.0	99577-001955	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	49555833
1.0	99577-001955	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	49556177
1.0	99577-001955	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	49556242
1.0	99577-001955	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	49556165
1.0	99577-001955	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	49556105
1.0	99577-001955	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	49549340
1.0	99577-001955	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	49553180
1.0	99577-001955	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	49556115
1.0	99577-001955	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	49553180
2.0	99577-001957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50629492
2.0	99577-001957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50629425
2.0	99577-001957	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50942659
3.0	650605550003	PROCARE-SVC-POWERPRO	2104020700042
3.0	650605550003	PROCARE-SVC-POWERPRO	2103020700061
4.0	99577-001373	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50997555
5.0	99335-000031	ProCare-SVC-LP35-FIELD-REPAIR	55114948
5.0	99335-000031	ProCare-SVC-LP35-FIELD-REPAIR	55117710
5.0	99335-000031	ProCare-SVC-LP35-FIELD-REPAIR	55131616
6.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3521T836
6.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3522CJ86
6.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3521U429
6.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3523E079
6.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3524IX94
7.0	650705550001	PROCARE-SVC-POWERPRO	2211003664
7.0	650705550001	PROCARE-SVC-POWERPRO	2307003607
7.0	650705550001	PROCARE-SVC-POWERPRO	2406003355
7.0	650705550001	PROCARE-SVC-POWERPRO	2406003413
8.0	99335-000031	ProCare-SVC-LP35-FIELD-REPAIR	55008763
9.0	99576-000063	PROCARE-SVC-LUCAS-FIELD-REPAIR	3525MB21
10.0	650705550001	PROCARE-SVC-POWERPRO	2507000377
10.0	650705550001	PROCARE-SVC-POWERPRO	2507000378

ProCare® Services

Our ProActive approach

With ProCare Services, we offer you operational and financial peace of mind through three comprehensive offerings: **ProCare Preventive Maintenance, ProCare Protect and ProCare Prevent.** You will have confidence in your device's state of readiness along with these additional benefits of your service plan.



Your service details are:



Parts, labor and travel (PLT)

Our most inclusive service offering. All parts, labor and travel associated for repairs of contracted products are included in the cost of the service agreement. This does not include replacement of soft goods or accessories (i.e. mattresses, restraints, removable parts) and is not available for AEDs.



Preventive Maintenance (PM)

Contracted products receive an annual PM for the length of the service agreement. PM-only agreements do not cover any necessary repairs identified through the PM process. For details on preventive maintenance, refer to applicable product sheet. Preventive maintenance can also be done as individual billable work.

- **Additional Preventive Maintenance:**

Contracted products on a PM-only contract can receive an additional PM at the 6-month mark for the length of the service agreement.



Case Change

Stryker defibrillators, AEDs and LUCAS® products with this entitlement are allowed an agreed upon and documented number of case changes, upon failure, during the length of the service agreement.



Special Ops

This is a premium, fully customizable service based on your installed assets. This white-glove experience is designed to complete large scale PM projects in a short amount of time, typically within a week. Services include PM's, product unboxing and set up, power washing, all repair work as well as other customer or field initiatives.



Maintenance inspections

Stryker Medical products past their service life, with this entitlement, will receive one maintenance inspection annually for the duration of the service agreement. This does not include any repair work or any work that is part of the PM process. Additional inspections are available for purchase.



Battery service

Stryker Medical products with this entitlement can have the batteries replaced, as a one-for-one swap, upon failure, during the length of the service agreement.

ADDENDUM TO PROCARE MEDICAL QUOTE

This Addendum ("Addendum") is entered into by and between the facility listed on the Quote ("Customer") and Stryker Sales, LLC, acting through its Medical Division ("Stryker") and modifies the ProCare Medical Quote ("Quote"). The terms of this Addendum will apply to Customer's purchase of Services as outlined in the Quote for Service. In the event of a conflict or inconsistency between the Quote and this Addendum, relative to Service, this Addendum will govern.

1. **Effective Date and Term.** The term of this Addendum shall be coterminous with the Quote ("Term").
2. **Service.** Stryker will perform the repair and maintenance services as described in the Quote (collectively, the "Services") to the Equipment set forth on the Quote ("Equipment").
3. **Service Terms and Conditions.** Services will be subject to the terms and conditions set forth in this Addendum.
4. **Product Maintenance.** Customer is required to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer covenants and agrees that its appropriate user personnel will follow the instructions and contents of those manuals, labels and inserts.
5. **Warranty and Limitations of Warranty.** During the Term, Stryker warrants, with the exception of software maintenance services, the following:
 - a. Stryker has the experience, capability and resources to perform the Services, and Stryker further represents and warrants that the Services will be performed in a workmanlike manner and with professional diligence and skill;
 - b. Services will comply with all applicable laws and regulations and all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or pertinent governing, accrediting or advisory body, including The Joint Commission having authority to set standards for healthcare facilities;
 - c. If the Services are to be performed on Customer's premises, Stryker represents and warrants that Stryker will comply with all applicable safety laws and Customer's then current safety and other applicable regulations, all human resource policies and health and drug and alcohol screening policies; provided that Customer has provided advance written notification of such rules, regulations and policies to Stryker;
 - d. Stryker currently has, or prior to the commencement thereof, will obtain, pay for, and maintain any and all licenses, fees, and qualifications required to perform the Services.
 - e. TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, AND STRYKER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.
6. **Limitation of Liability.** EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER'S INDEMNITY OBLIGATIONS UNDER THE SECTION HEREOF ENTITLED "INDEMNIFICATION," STRYKER'S LIABILITY ARISING UNDER THIS ADDENDUM WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID UNDER THIS ADDENDUM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.
7. **Customer Obligations.** Customer will use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer's personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker employees to engage in such activities will not be a breach of this Addendum. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under Addendum and represents that it will obtain all necessary consents from patients.
8. **Limitations and Exclusions from Service.** Notwithstanding any other provision set forth herein, the Services not covered under this Addendum as determined by Stryker in its sole discretion are as follows: (a) abnormal wear or damage caused by reckless or intentional misconduct, abuse, neglect or failure to perform normal and routine maintenance as set out in the applicable maintenance manual or operating instructions provided with the Equipment; (b) catastrophe, fire, flood or act(s) of God; (c) damage resulting from faulty maintenance, improper storage, repair, handling or improper use (including use of non-Stryker accessories or consumables), damage and/or alteration by non-Stryker-authorized personnel; (d) equipment on which any original serial numbers or other identification marks have been removed or destroyed; (e) damage caused as a result of the use of the Equipment beyond the useful life, if any, specified for such equipment in the user manual; (f) service Stryker cannot perform because the Equipment has been discontinued or its parts have been discontinued or made obsolete; (g) service to the Equipment if the Equipment or the Equipment site is contaminated with potentially infectious and/ or biohazardous substances; (h) Equipment that has been repaired or used with any unauthorized or non-Stryker components or by an unauthorized or non-Stryker third party; or (i) any Services provided by the Stryker Medical division do not include batteries (unless stated in Stryker's quote), mattresses, disposable items, IV poles or rust or corrosion damage; Customer agrees to provide personal protective equipment ("PPE") to OnSite/Clinical Specialists. Notwithstanding anything else in this Addendum in the event Customer fails to provide appropriate industry-standard PPE to all OnSite Specialists, as determined in Stryker's sole discretion, then Stryker may immediately, in its sole discretion: (i) suspend the OnSite Specialist Coverage until Customer provides such PPE; or (ii) terminate the applicable Service.
9. **Indemnification.** Stryker shall indemnify Customer from any third party liability and/or damages which Customer suffers directly as a result of the gross negligence or willful misconduct of Stryker or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising solely from: (i) an injury or damage due to the negligence of any person other than Stryker's employee or agent; (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or

instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker or any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent; or (iv) any actions taken or omissions made by any Stryker employee while under the direction or control of Customer's staff. Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i)-(iv) above resulting from Customer's or its employees' or agents' actions.

10. **Insurance.** Stryker shall maintain the following insurance coverage during the Term: (i) commercial general liability insurance, including coverage for products and completed operations liability, with limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate applying to Stryker's liability for bodily injury, personal injury, and property damage; (ii) automobile liability insurance with a combined single limit of \$1,000,000.00 each accident covering Stryker's use of owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance as required by applicable law subject to statutory limits and employer's liability insurance with limits of \$1,000,000.00 each accident and/or \$1,000,000.00 each employee and policy limit for disease covering Stryker's employees. At Customer's written request, certificates of insurance shall be provided by Stryker prior to commencement of the Services at any premises owned or operated by Customer. Notwithstanding any other requirements within this Addendum to the contrary, to the extent allowed by applicable law or regulation, Stryker shall be permitted to meet the above insurance requirements through a program of self-insurance.
11. **Confidentiality.** Stryker and Customer: (i) shall hold in confidence this Addendum and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (ii) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a Party hereunder shall not limit or preclude any other available equitable or legal remedies.
12. **Non-Solicitation and Non-Hire.** Customer agrees that, during the Term and for a period of one (1) year following Service, it will not solicit any employees of Stryker to terminate their employment with Stryker, unless Stryker consents in writing.
13. **Background Check.** Stryker warrants that all of its employees who will be on a Customer's premises to perform Services will have undergone a criminal background check as part of Stryker's hiring practice. The background check consists of the following:
 - a. Education verification, which includes a review of employee's submitted educational institutions to ensure proper accreditation;
 - b. Employment history verification;
 - c. SSN trace, including address history verification;
 - d. OFAC Watch List search, including a search of global terrorist and national drug trafficker lists;
 - e. FDA Debarment and Disqualified/Restricted List search;
 - f. OIG/HHS Exclusion List check;
 - g. EPLS/GSA Exclusion List check;
 - h. Criminal history search, including a National Criminal Database (NCD) search and a national sex offender registry search and a search of all jurisdictions where the employee has lived or worked during the last seven years; and
 - i. Motor vehicle check

During the Term, a Customer may request a meeting with Stryker to review the performance, behavior or expectations of Stryker service personnel who are assigned to provide service at Customer's facility. Any Stryker service personnel who willingly and knowingly violate Customer's rules, regulations, procedures, or policies may be removed from Customer's facility at Customer's option and will be replaced by Stryker promptly.

14. **Independent Contractor.** The relationship between the Parties is that of independent contractors. It is mutually agreed that Stryker is at all times acting and performing as an independent contractor with respect to Customer, and nothing is intended nor shall be construed to create an employer/employee relationship between Stryker and Customer. It is agreed that any person employed by Stryker to perform hereunder shall not be deemed to be an employee of Customer, and Stryker and Stryker's employees, agents or representatives shall not be, or represent themselves to be, officers, employees, agents or representatives of Customer.
15. **Miscellaneous.** No Party shall be liable for failure of or delay in performing obligations set forth in this Addendum, and no Party shall be deemed in breach of its obligations, if such failure or delay is due to natural disasters or any causes reasonably beyond the control of such Party. This Addendum shall be governed by and construed in accordance with the laws of the State of Michigan and the Parties consent and agree that any and all litigation arising from this Addendum will be conducted by state or federal courts located in the State of Michigan. This Addendum shall inure to the benefit of, and be binding upon, Customer and Stryker and their respective successors and assigns. Neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment in violation of the preceding sentence will be void. This Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the Parties concerning the subject matter of this Addendum. In the event of an inconsistency or conflict between this Addendum and any purchase order, invoice, or similar document, this Addendum will control. The sections entitled Warranty and Limitation of Warranties, Indemnification, Limitation of Liability, Confidentiality and Miscellaneous of this Addendum shall survive its termination or expiration.

PURCHASE ORDER FORM

Does the Customer require a PO# on invoices for payment? No Yes
 If yes, do not use this form.

Check box confirming BILL TO and SHIP TO on quote is accurate.

	Customer # - 20030144
--	------------------------------

Company Name CHARLESTON FIRE DEPT EMS DIVISION

Contact or Dept

Phone

Email

Stryker Quote #	Grand Total Amount
11283872	\$44,825.61

Authorized Customer:

Printed Name: _____
 Title: _____
 Signature: _____
 Date: _____

Check box if anything attached

Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

***Service Terms and Conditions:**

The Terms and Conditions outlined in this quote, as well as any resulting Customer purchase order, are governed by the Terms and Conditions specified in the Terms Addendum to ProCare Medical Quote attached hereto. However, these Terms and Conditions do not apply if the Customer and Stryker are bound by a Master Service Agreement or by a separate written agreement that governs the purchase or sale of goods and/or services

Sourcewell	
Category	Discount
Transport (All)	13%
Treatment	
LIFEPAK 35	8%
LIFEPAK 15	15%
LUCAS	14%
LIFEPAK CR2	27%
LIFEPAK 1000	28%
Heartsine	40%
Accessories	15%-20%
Disposables	15%-30%
Video Laryngoscope	17%
Modem / Modem Data plan	10%
Data	
Lifenet	10%
CODE STAT	10%
Lifelink Central	10%
ProCare (All)	15%

Resolution No. 26-044

Introduced in Council:

Adopted by Council:

April 20, 2026

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 26-044 – Authorizing the Mayor or City Manager to purchase a 2026 Police
2 Pursuit Rated (PPV) sport utility vehicle from Wild Rose Chevrolet, LLC for Charleston Fire
3 Department (CFD) as its ambulance supervisor/EMS command vehicle, in the amount of
4 \$56,940.00, pursuant to a competitive bid process.

5

6 Be it Resolved by the Council of the City of Charleston, West Virginia:

7

8 That the Mayor or City Manager is authorized to purchase a 2026 Police Pursuit Rated (PPV)
9 sport utility vehicle from Wild Rose Chevrolet, LLC for Charleston Fire Department (CFD), in the
10 amount of \$56,940.00, pursuant to a competitive bid process.

		Wild Rose Chevrolet LLC
Item	Quantity	Unit Price
BID AND PROPOSAL FORM (2 OF 3)		
[3.1] 2026 Police Pursuit Rated (PPV) sport utility vehicle for Charleston Fire Department (CFD) as its ambulance supervisor/EMS command vehicle.	1	\$56,940.00
Total		\$56,940.00
Local Vendor Preference		N/A



CITY OF CHARLESTON
RECOMMENDATION TO AWARD

DATE: April 13, 2026

SUBJECT: Recommendation for Award

Solicitation Number: 2026-24 Charleston Fire Department SUV

Wild Rose Chevrolet LLC - \$56,940.00

Award Recommendation: Check the appropriate box below.

Lowest Bid: By signing below, the Department certifies that bids have been properly evaluated and recommends award to Wild Rose Chevrolet LLC in the amount of \$56,940.00.

Multiple Award: By signing below, the Department certifies that bids have been properly evaluated and recommends award to multiple bidders meeting the required specifications. Those bidders receiving an award are identified as follows: _____.

Other Than Lowest Bid: By signing below, the Department certifies that bids have been properly evaluated and recommends award to Wild Rose Chevrolet LLC in the amount of \$56,940.00 as the lowest responsible bidder meeting the required specifications. Award to the lowest bid was not made due to disqualifications described in more detail below:

Respectfully,

Signature

Date

Printed Name and Title

PRICING PAGE

We agree to provide the City of Charleston, WV the above Contract Items described in the attached specifications for the price listed below:

<u>Mandatory Requirement</u>	<u>Qty</u>	<u>UM</u>	<u>Unit Price</u>	<u>Total Price</u>
[3.1] 2026 Police Pursuit Rated (PPV) sport utility vehicle for Charleston Fire Department (CFD) as its ambulance supervisor/EMS command vehicle.	1	EA	\$ 56,940.00	\$ 56,940.00

QUANTITIES ARE FOR BIDDING PURPOSES ONLY AND ARE NOT GUARANTEED. THE CITY SHALL ONLY PAY FOR ACTUAL AMOUNTS RECEIVED.

The price of unit items will not change based on amount ordered.

(Company) Wild Rose Chevrolet

(Signature) Adrienne Gattis

(Printed Name) Adrienne Gattis

(Title) CEO

(Date) 3/30/2026

(Phone Number) 712-246-1014

(Email Address) agattis@wildrosechevrolet.com

Resolution No. 26-045

Introduced in Council:

Adopted by Council:

April 20, 2026

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 26-045 – Authorizing the Mayor or City Manager to enter into a contract with
2 Beavers Marine Store in the amount of \$224,500.00 for the renovation and replacement of the
3 decking on the Haddad Riverfront Park floating dock, where the price was determined pursuant
4 to a competitive bid process.

5

6

7 Be it Resolved by the Council of the City of Charleston, West Virginia:

8

9 Authorizing the Mayor or City Manager to enter into a contract with Beavers Marine Store in
10 the amount of \$224,500.00 for the renovation and replacement of the decking on the Haddad
11 Riverfront Park floating dock, where the price was determined pursuant to a competitive bid
12 process.

		Beavers Marine Store	Danhill Construction
Item	Quantity	Unit Price	Unit Price
BID AND PROPOSAL FORM (2 OF 3)			
Option 1: Preferred Completion Date (May21, 2026) Haddad Floating Dock Decking Replacement	LS	\$224,500.00	\$0.00
Option 2: Mandatory Completion Date (June11, 2026) Haddad Floating Dock Decking Replacement	LS	\$0.00	\$408,580.00
Total		\$224,500.00	\$408,580.00
Local Vendor Preference		N/A	N/A



CITY OF CHARLESTON
RECOMMENDATION TO AWARD

DATE: April 14, 2026

SUBJECT: Recommendation for Award

Solicitation Number: 2026-26 Haddad Floating Dock Decking Replacement

Beavers Marine Store - \$224,500.00

Award Recommendation: Check the appropriate box below.

Lowest Bid: By signing below, the Department certifies that bids have been properly evaluated and recommends award to **Beavers Marine Store** in the amount of **\$224,500.00**.

Multiple Award: By signing below, the Department certifies that bids have been properly evaluated and recommends award to multiple bidders meeting the required specifications. Those bidders receiving an award are identified as follows: _____.

Other Than Lowest Bid: By signing below, the Department certifies that bids have been properly evaluated and recommends award to _____ in the amount of _____ as the lowest responsible bidder meeting the required specifications. Award to the lowest bid was not made due to disqualifications described in more detail below:

Respectfully,



Signature



Date


Printed Name and Title

**REQUEST FOR QUOTATION
2026-26 Haddad Floating Dock Decking Replacement**

PRICING PAGE

We agree to sell and perform for the City of Charleston the above project as described in the attached specifications for the price listed below:

COMPLETION DATE PRICING OPTIONS

The detailed line-item pricing below corresponds to the selected completion date option checked. Please indicate which date you will be able to complete the project. The City prefers completion before May 21, 2026. If pricing differs between the two completion date options, please submit an additional pricing page for each option.

The City will compare bids received for each date and award to the low bidder who can complete the work before the preferred completion date, but if this exceeds the established budget the City reserves the right to award to the low bidder who can complete the work before the mandatory completion date.

Completion Date Option

Option 1: Preferred Completion Date (May 21, 2026)

Option 2: Mandatory Completion Date (June 11, 2026)

Description	Unit	Item Total
Materials, including Composite Decking, Nailers, Fasteners, etc.	Lump Sum	\$ 136,500 ⁰⁰
Labor, including Removal, Disposal, Installation, etc.	Lump Sum	\$ 88,000 ⁰⁰
	TOTAL:	\$ 224,500 ⁰⁰

Note: All items required for project completion but not listed separately shall be considered incidental to the items shown. Quantities are estimates for bidding purposes only, the City of Charleston will only pay for actual quantities installed. The City of Charleston reserves the right to vary quantities up to 50% with no increase in unit price.

**REQUEST FOR QUOTATION
2026-26 Haddad Floating Dock Decking Replacement**

PRICING PAGE

We agree to sell and perform for the City of Charleston the above project as described in the attached specifications for the price listed below:

COMPLETION DATE PRICING OPTIONS

The detailed line-item pricing below corresponds to the selected completion date option checked. Please indicate which date you will be able to complete the project. The City prefers completion before May 21, 2026. If pricing differs between the two completion date options, please submit an additional pricing page for each option.

The City will compare bids received for each date and award to the low bidder who can complete the work before the preferred completion date, but if this exceeds the established budget the City reserves the right to award to the low bidder who can complete the work before the mandatory completion date.

Completion Date Option

Option 1: Preferred Completion Date (May 21, 2026)

Option 2: Mandatory Completion Date (June 11, 2026)

Description	Unit	Item Total
Materials, including Composite Decking, Nailers, Fasteners, etc.	Lump Sum	\$122,650.00 One hundred twenty two thousand six hundred fifty dollars and zero cents
Labor, including Removal, Disposal, Installation, etc.	Lump Sum	\$ 285930.00 Two hundred eighty five thousand nine hundred thirty dollars and zero cents.
	TOTAL:	\$408580.00 Four Hundred eight thousand five hundred eighty dollars and zero cents.

Note: All items required for project completion but not listed separately shall be considered incidental to the items shown. Quantities are estimates for bidding purposes only, the City of Charleston will only pay for actual quantities installed. The City of Charleston reserves the right to vary quantities up to 50% with no increase in unit price.

Resolution No. 26-046

Introduced in Council:

Adopted by Council:

April 20, 2026

Introduced by:

Referred to:

Joseph Jenkins

Finance Committee

1 Resolution No. 26-046 - Authorizing settlement of a pending claim against the City by
2 Christopher Walters, with associated claim number WV1542026028193, related to a vehicle
3 collision wherein a City driven truck collided with a 2023 Tesla Model Y resulting in the vehicle
4 being totaled, as recommended by the City Solicitor.

5
6 Now, therefore, be it Resolved by the Council of the City of Charleston, West Virginia:

7
8 That the City Council hereby authorizes and approves the settlement of a pending claim against
9 the City by Christopher Walters, with associated claim number WV1542026028193, related to a
10 vehicle collision wherein a City driven truck collided a 2023 Tesla Model Y resulting in the
11 vehicle being totaled in an amount of \$32,396.50 to Christopher Walters and an additional
12 amount of up to \$6,000.00 to third-parties for appraisal and rental car expenses related to the
13 claim, as recommended by the City Solicitor. The City Council authorizes the City Solicitor and
14 City Manager to take all necessary steps to finalize resolution of the claim.

Resolution No. 26-047

Introduced in Council:

Adopted by Council:

April 20, 2026

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 26-047 – Authorizing the Mayor or City Manager to enter into a contract with
2 Swope Construction Co. in the amount of \$674,000.00, for the selective interior demolition of
3 the Charleston Public Safety Center at One Piedmont Road, where the price was determined
4 pursuant to a competitive bid process.

5
6 And further authorizing the City Manager to allow for the donation of remaining cubicles and
7 office furniture within the building to local non-profit entities, where the furniture was
8 conveyed with the building and City Departments have had access to claim any items they may
9 need.

10
11 Be it Resolved by the Council of the City of Charleston, West Virginia:

12
13 Authorizing the Mayor or City Manager to enter into a contract with Swope Construction Co. in
14 the amount of \$674,000.00, for the selective interior demolition of the Charleston Public Safety
15 Center, where the price was determined pursuant to a competitive bid process, and further
16 authorizing the donation of remaining cubicles and office furniture within the building to local
17 non-profit entities.

Charleston Public Safety Center - Selective Interior Demolition

Bid Tabulation Form

Bid Opening: April 14, 2026 - 2:00pm



Bidder	Contact Signature Form	Purchasing Affidavit	Protest Acknowledgement	Addendum Acknowledgement	Local Vendor Form	Certificate of Liability Insurance	WV Contractor License	Bid Bond	Drug Free Workplace Affidavit	Base Bid Completed Bid Form
Danhill Construction	Y	Y	Y	Y	Y	Y	Y	Y	Y	\$997,000
Environmental Demolition Group										DNB
Persinger + Associates	Y	Y	Y	Y	Y	Y	Y	Y	Y	\$779,000
Swope Construction	Y	Y	Y	Y	Y	Y	Y	Y	Y	\$674,000
United Construction Company, Inc.	Y	Y	Y	Y	Y	Y	Y	Y	Y	\$995,270
West Virginia Demolition, Inc.										DNB

Resolution No. 26-048

Introduced in Council:

Adopted by Council:

April 20, 2026

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 26-048 – Authorizing the Mayor or City Manager to purchase a total of twelve
2 sets of turnout gear for the Charleston Fire Department from Witmer Public Safety in an
3 amount not to exceed \$46,608.00, to supply new May 2026 hires, where the price was
4 determined pursuant to a competitively sourced Sourcewell contract.

5

6 Be it Resolved by the Council of the City of Charleston, West Virginia:

7

8 That the Mayor or City Manager is authorized to purchase a total of twelve sets of turnout gear
9 for the Charleston Fire Department from Witmer Public Safety in an amount not to exceed
10 \$46,608.00, to supply new May 2026 hires, where the price was determined pursuant to a
11 competitively sourced Sourcewell contract.

12

13



CITY OF CHARLESTON
Purchase Request

INSTRUCTIONS: This form must be submitted to the City Manager's Office for any purchase of materials or supplies costing **\$5,000 or more**. A minimum of **3** quotes is required for this form.

Date: 5/9/2025

To: CITY MANAGER,

I request permission to purchase the following materials and/or supplies: _____

73 sets of turnout gear

Purchase justification: 2nd set of gear for personnel
(purchasing with Sourcewell contract)

If approved, the total purchase price will be: \$249,295.00

(Check One)

- The price is less than the \$25,000 permitted for purchases without advertising for bids and needing approval from City Council. I have not purposefully split the purchase request to keep the purchase under the \$25,000 threshold and have not favored a particular vendor. I have not shared competitive information with any vendor(s).

- The proposed vendor is a sole source provider for the materials/supplies requested. (Skip to **ITEM A** on page 2.)

I have contacted the following responsible vendors and have attached their written quotes for the requested item(s): (Minimum of 3 Quotes Required)

- 1. Witmer Public Safety Price Quote: \$ 249,295.00
- 2. _____ Price Quote: \$ _____
- 3. _____ Price Quote: \$ _____
- 4. _____ Price Quote: \$ _____
- 5. _____ Price Quote: \$ _____

The apparent low-bid vendor *meeting specifications* is: Witmer Public Safety

AND

The low-bid vendor is not delinquent on any financial obligations owed to the City of Charleston according to the City Collector's records, and I recommend authorizing the purchase through the low-bid vendor.

OR

I recommend not contracting with the lowest bidder meeting specifications and instead recommend contracting with _____ because:

Additionally, the recommended vendor is not delinquent on any financial obligations owed to the City of Charleston according to the City Collector's records.

ITEM A (For Sole Source Procurements ONLY)

Explain what is unique about this vendor/brand and why your department must purchase this product:

Identify at least 1 independent third party who has verified the vendor is a sole source for the item(s) requested to be purchased, and submit his/her written opinion regarding the vendor's sole source status:

(Name & Phone Number) _____

REQUESTOR'S DECLARATION

I declare that I have fully complied with the letter and intent of the City Code as it pertains to procurement and have exercised reasonable precaution to procure the item(s) requested above at the lowest price, consistent with good service and quality.

I also declare that I have no personal or business relationship with the listed vendor(s) that would be considered a conflict of interest, except as follows:

(List Actual, Potential, or Perceived Conflicts of Interest) _____

Request Submitted By: Bernice A. Freas for CFD Department: City Manager's Office

Bernice Freas

Is this purchase being paid with grant funds? Yes No

Funds Approval: _____ Date: _____
Authorized Financial Officer

Account Number: 70600000 534500

City Manager Approval: _____ Date: _____



101 Independence Way
 Coatesville, PA 19320
 www.wpsginc.com
 jwolfe@thefirestore.com
 (276) 252-8141

Quote

Quote#	QU0244285
Date	05/06/2025
Exp. Date	06/06/2025

Bill To:

City of Charleston Fire
 Department
 808 Virginia St W
 Charleston, WV 25302-1820
 United States

Ship To:

City of Charleston Fire
 Department
 808 Virginia St W
 Charleston, WV 25302-1820
 United States

LION V-Force TOG

ID	Name	Ordered By	Terms	Sales Rep	Shipping Method
1936	City of Charleston Fire Department	Justin Easter	Net 30	James Wolfe	Ground

#	Item Name	Description	Quantity	Unit Price	Amount
1	TARIFF-NOTICE	Pricing is subject to change based on applicable tariffs, duties, or other regulatory actions beyond our control. Any adjustments will be communicated as soon as possible. Please reflect acceptance of these potential tariff-related pricing adjustments on your purchase order.		0.00	0.00
2	Description	Witmer Public Safety Group Sourcewell Contract Number 010424-LIO for LION Products. City of Charleston Fire Department Sourcewell Account Number 2150		0.00	0.00
3	LION-CHARLESTON-CVB	Lion V-Force Bi-Swing Coat, 6.5oz Black Armor AP, K4 Traditional Liner, Charleston Fire Department, WV per PSGQ29440-B List Price: \$4,319.00 Sourcewell Price: \$2,807.45	1	1,885.00	1,885.00
4	LION-CHARLESTON-PVF	Lion V-Force Pant, 6.5oz Black Armor AP, K4 Traditional Liner, Suspenders, Charleston Fire Department, WV per PSGQ29440-B List Price: \$3,321.00 Sourcewell Price: \$2,158.65	1	1,530.00	1,530.00





101 Independence Way
Coatesville, PA 19320
www.wpsginc.com
jwolfe@thefirestore.com
(276) 252-8141

Quote

Quote#	QUO244285
Date	05/06/2025
Exp. Date	06/06/2025

<p>ACCEPTANCE OF QUOTATION</p> <p>The above prices, specifications, and conditions are satisfactory and are hereby accepted. Freight charges are estimated at the time of quote. Applicable freight costs will apply at time of shipment.</p> <p>Quotation is valid until Jun 06, 2025</p> <p>Signature: _____ Date: _____</p>	Subtotal:	3,415.00
	Discount:	0.00
	Tax Total:	0.00
	Freight:	0.00
Total:		3,415.00



**Solicitation Number: RFP #010424****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and LION First Responder PPE, Inc., 7200 Poe Avenue, Suite 400, Dayton, OH 45414 (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 Firefighting Personal Protective Equipment with Related Equipment Cleaning 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 27, 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 Sourcwell 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.** Sourcwell'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 Sourcwell 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 Sourcwell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcwell. Sourcwell 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 Sourcwell 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 Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell 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 Sourcewell 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;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell 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 Sourcewell, the Supplier will pay an administrative fee to Sourcewell 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. *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 Sourcewell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE**. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell 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 Sourcewell 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

LION First Responder PPE, Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/26/2024 | 11:35 AM CDT

DocuSigned by:
Mark T. Smith
By: 5B7DDCBA48E84BD...
Mark T. Smith
Title: President LION Americas
Date: 3/26/2024 | 11:16 AM CDT

RFP 010424 - Firefighting PPE and Related Equipment Cleaning

Vendor Details

Company Name: LION First Responder PPE
Does your company conduct business under any other name? If yes, please state: LION
Address: 7200 Poe Avenue
Dayton, OH 45414
Contact: Melissa Kirk
Email: mkirk@lionprotects.com
Phone: 937-266-0869
Fax: 937-415-0869
HST#: 47-1845529

Submission Details

Created On: Wednesday November 29, 2023 14:37:26
Submitted On: Wednesday January 03, 2024 14:16:58
Submitted By: Melissa Kirk
Email: mkirk@lionprotects.com
Transaction #: 2031f132-8d6c-4ae7-8577-55ddea9c4c6
Submitter's IP Address: 144.121.190.195

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")	LION First Responder PPE, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	LION, LION Group, Inc., LION First Responder PPE, Inc., LION TotalCare, Inc.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	LION, LION Group, Inc., LION First Responder PPE, Inc., LION TotalCare, Inc.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	"LION Group Cage Code - 7FGF3, SAM - NCD6J71YMAQ5 LION First Responder PPE Cage Code - 7GLA7, SAM - CQ1EXX7T3KB9"
5	Proposer Physical Address:	7200 Poe Avenue, Suite 400, Dayton, Ohio 45414
6	Proposer website address (or addresses):	www.lionprotects.com
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):	Mark T. Smith President, LION Americas 7200 Poe Avenue Suite 400 Dayton, Ohio 45414 513-535-7549
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Melissa Kirk Distribution Sales Manager 7200 Poe Avenue Dayton, Ohio 45414 mkirk@lionprotect.com 937-266-0869
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Stefanie Theodor Sales Coordinator 7200 Poe Avenue Suite 400 Dayton, Ohio 45414 stheodor@lionprotects.com 937-415-2935

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.	<p>LION is a family owned, global business headquartered in Dayton, Ohio, that has been operating continuously since 1898. That stable family ownership means that we take the long-term approach to investment in the best people, new technology and systems. We are committed to covering first responders before, during and after the fire.</p> <p>Our LION brand is part of a larger organization called LION Group, Inc. that consists of three divisions: LION Americas, LION Europe, Middle East & Asia and LVI (LION-Vallen Industries, a joint venture that specializes in military and government supply chain solutions).</p> <p>We provide products, training or maintenance to nearly every major fire department in the United States. In firefighter turnout gear alone, we serve 7 of the 10 largest fire departments in the U.S., and 25 of the top 50.</p> <p>LION just recently celebrated 125 years of service.</p> <p>Please watch our celebration video to experience our company culture. LION: CELEBRATING 125 YEARS OF SERVICE (youtube.com) https://www.youtube.com/watch?v=Zc11JcSN3w</p> <p>LION makes the gear emergency service providers, civilian responders and militaries need to stay safe in the line of duty. We got our start at the end of the 19th century as a dry goods store in Dayton, Ohio. By 1941, we had received a commendation from Army Air Force Commanding General "Hap" Arnold, saluting the company for "outstanding services rendered to your government" after supplying the Army Air Force with electrically heated flying suits during World War II. Over</p>

the next two decades, we opened regional warehouses and had started operating in the firefighter station uniform market.

In 1970, we moved into the firefighter turnout business – and we have never looked back. We actually coined the term “StationWear” and were the first company to develop digital training technology for the firefighting market. Today, we continue to deliver innovative, patented technology to the fire service market. We have a dedicated research and development staff that works with fire departments to generate (and evaluate) new product ideas. Real end users collaborate with us on wear trials and focus groups so we can deliver solutions that work for actual first responders like you.

THE LION STORY

LION is big enough to deliver on the largest contracts but small enough to care that every emergency responder and firefighter that uses our equipment gets the features they need to be safe and successful on every call. LION is the largest provider of training equipment and facilities for first responders, having built the last three largest first responder training facilities in the world. We also have a dedicated in house research and development team to understand the best solutions you need. We are Ready For Action. Before. During. And after.

LION MISSION

Each and every day we fulfill the personal safety, readiness, and identity needs of our customers worldwide. Our purpose is to keep first responders ready for action.

LION CULTURE

While remaining a family business, we have the organizational and financial resources to execute some of the largest uniform, personal equipment management, and training projects in the world, as well as the flexibility to tailor them to our customers’ expectations. Our solutions are not “cookie cutter” ones. They are as individual and unique as your organization – and they are advanced. LION is the only company in the world in our industry with dedicated staff working on fundamental research, not gimmicks.

LION CORE BELIEFS

LION Leadership expects department leaders, employees and distribution partners to provide examples of living these core beliefs through their actions and service to our customers.

Doing What We Promise

We seek to do business with stakeholders who share our commitment to honesty, transparency, candor, and fun, as well as to action consistent with our core values — like us, they strive to win with integrity.

Learning From Everything and Everyone

We value curiosity and strong personal initiative in the pursuit of understanding our customers’ needs and exceeding them.

Respecting All People

We harness diverse points of view and even conflict as useful sources of learning, innovation, and continuous improvement.

Collaborating To Deliver Solutions

We use teamwork and a commitment to do whatever it takes to deliver solutions. This is what fuels our operational excellence. Lasting internal and external partnerships based on trust, mutual respect, and collaboration are at the heart of Lion’s success.

Expecting Nothing Short of Excellence

We understand that exceeding our customers’ expectations demands leadership, diligent planning, skillful organizing, rapid decision making, training, and having the right tools — this is how we consistently and reliably achieve flawless execution.

Being Good Corporate Citizens

We extend our sense of leadership to the global communities in which we live and work — we are privileged to give back to those that give so much to us.

11	What are your company's expectations in the event of an award?	To educate the first responder network on the benefits of cooperative purchasing and leverage the relationship and Sourcewell reputation as an industry cooperative purchasing leader and achieve competitive advantage to continue to protect first responders.
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.	LION First Responder PPE, Inc and LION TotalCare are wholly owned subsidiaries of LION Group, Inc. with total company sales of more than \$300M. LION Group, Inc. has positive cash flow and a strong balance sheet. Trade References attached.
13	What is your US market share for the solutions that you are proposing?	28-32%
14	What is your Canadian market share for the solutions that you are proposing?	35%
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	LION has never petitioned for bankruptcy protection

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>LION is best described as a Manufacturer.</p> <p>LION sells through a network of Distribution Partners to deliver products and services. Distribution Partners are authorized annually through a Letter of Authorization. Distribution Partners invest in the partnership by employing Distribution Sales Representatives, investing in LION product for demonstration and attending LION University for product and process education.</p>
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>LION holds several licenses from supply chain partners to manufacture products and utilize their branding on the product (ex: WL Gore and Associates, DuPont, PBI)</p>
18	<p>Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).</p>	<p>LION holds the following certifications for various products in our product offering.</p> <p>NFPA 1971, Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting 29 CFR 1910, 1030 and CAL-OSHA Standard Title 8 Section 3406 Blood Borne Pathogen Requirements</p> <p>LION Product Offering: Various models of the following: Structural turnout coats, pants and coveralls. Proximity coats and pants. Structural gloves. Structural boots. Particulate blocking hoods. Structural helmets Proximity helmets</p> <p>NFPA 1951, Standard on Protective Ensembles for Technical Rescue</p> <p>LION Product Offering: TR51 coat and pants. Certified to the optional blood borne pathogen protection requirements. Versa Pro coat and pants. Single layer meeting base requirements.</p> <p>NFPA 1977, Standard on Protective Clothing and Equipment for Wildland Fire Fighting and Urban Interface Fire Fighting</p> <p>LION Product Offering: Versa Pro coat and pant</p> <p>NFPA 1999, Standard on Protective Clothing and Ensembles for Emergency Medical Operations 29 CFR 1910, 1030 and CAL-OSHA Standard Title 8 Section 3406 Blood Borne Pathogen Requirements</p> <p>LION Product Offering: TR51 coat and pants MedPro coat and pants MedPro High Vis also certified to ANSI 107 Bravo Multiple Use Glove</p> <p>NFPA 1975, Standard on Emergency Services Work Apparel</p> <p>LION Product Offering: Several styles of station work uniforms. Shirts and pants.</p> <p>NFPA 2500, Standard for Operations and Training for Technical Search and Rescue Incidents and Life Safety Rope and Equipment for Emergency Services (formerly NFPA 1983)</p> <p>LION Product Offering: Several models of Class II harnesses integrated with Structural Fire Fighting Pants</p> <p>NFPA 1992, Standard on Liquid Splash-Protective Ensembles and Clothing for Hazardous Materials Emergencies</p> <p>LION Product Offering: Several models of MT-94 Several models of ERS</p>

NFPA 1994, Standard on Protective Ensembles for First Responders to Hazardous Materials Emergencies and CBRN Terrorism Incidents

LION Product Offering:
Several models of MT-94 – Class 2
Several models of ERS – Class 3

NFPA 1851, Standard on Selection, Care and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting

LION Service Offering:
Verified ISP for Cleaning, Inspection and Repair in 7 locations around the country. Verified for all fabric and moisture barriers.

Provide training modules for fire departments compliance with 1851.

NFPA 1855 Standard on Selection, Care and Maintenance of Protective Ensembles for Technical Rescue

LION Service Offering:

Verified ISP for Cleaning, Inspection and Repair in 7 locations around the country. Verified for all fabric and moisture barriers.

NFPA 1500, Standard on Fire Department Occupational Safety, Health, and Wellness
Lion Fire Academy offers online training to various portions of NFPA 1500.

NFPA 1001, Standard for Fire Fighter Professional Qualifications
Several staff members hold Professional Qualifications certifications.

NFPA 1402, Standard on Facilities for Fire Training and Associated Props

LION Product Offering:
Live fire and digital training props and facilities

NFPA 1403, Standard on Live Fire Training Evolutions

LION Product Offering:
Live fire training props

OSHA 2254, Training Requirements in OSHA Standards
Various products to support the training requirements in OSHA 2254

ISO 9001, Quality Management Systems – Requirements
All facilities producing PPE to NFPA standards are covered under LION's ISO 9001 registration (including subcontractors)

CTPAT: Customs Trade Partnership Against Terrorism
Certified partner

LION has Representation on the following committees acting as principal and alternate voting members. Our members are active participants on each committee providing input on requirements of the various standards.

Fire Service Occupational Safety (NFPA 1500, NFPA 1550, NFPA 1521, NFPA 1561)
Fire Service Training (NFPA 1407, NFPA 13E, NFPA 1410, NFPA 1404, NFPA 1408, NFPA 1401, NFPA 1400, NFPA 1451, NFPA 1403, NFPA 1405)
Emergency Responders Occupational Health (NFPA 1584, NFPA 1583, NFPA 1582, NFPA 1581, NFPA 1585, NFPA 1580)
Facilities for Fire Training and Associated Props (NFPA 1400, NFPA 1402)
Hazardous Materials Protective Clothing and Equipment (NFPA 1990, NFPA 1991, NFPA 1992, NFPA 1994, NFPA 1891)
Special Operations Protective Clothing and Equipment (NFPA 1975, NFPA 1983, NFPA 1953, NFPA 1951, NFPA 1952, NFPA 2500, NFPA 1855, NFPA 1950, NFPA 1955, NFPA 1858, NFPA 1857)
Structural and Proximity Firefighting Protective Clothing and Equipment (NFPA 1971, NFPA 1851, NFPA 1970, NFPA 1850)
Emergency Medical Services Protective Clothing and Equipment (NFPA 1999, NFPA 1950)
Fire and Emergency Services Protective Clothing and Equipment (correlating committee for PPE standards)
ASTM F23 Committee on Personal Protective Clothing and Equipment (Karen Lehtonen – former Chair)
ASTM E54 Committee on Homeland Security Applications

19	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No suspensions or debarment apply to LION.
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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
20	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>RedZone Contaminant Control Package</p> <p>LION remains the only manufacturer to offer a set of features in turnout gear that is verified by a third-party (UL) to show no ingress at turnout coat, pant, glove, boot interfaces and closures.</p> <p>In conjunction with Department of Homeland Security (DHS) Science and Technology Directorate (S&T) and in partnership with the North Carolina State University Textile Protection and Comfort Center (TPACC), LION developed a structural turnout with enhanced protection from hazardous particulates contained in smoke and soot that may infiltrate the ensemble interfaces, the Redzone Contaminant Control Package.</p> <p>The particulate blocking ensemble:</p> <ul style="list-style-type: none"> Blocks particulate ingress at key interface areas (turnout coat, pant, glove boot interfaces and closures) as confirmed by the Particle Inward Leakage Test (section 7.20.1.1 NFPA 1971, 2018 Ed) and shows less than 1 microgram exposure over the entire ensemble <p>"Laboratory tests, including tests to determine vapor infiltration and fluorescent particle tests, were critical to demonstrating that both approaches prevent smoke and particulates from reaching the firefighter's skin, protecting them from hazardous vapors and materials. In addition, testing using TPACC's PyroMan® and physiological manikins proved the new approaches offer improved flashfire protection and similar comfort level when compared to standard turnout gear." – DHS FACT SHEET</p> <p>DHS PRESS RELEASE (Nov 1, 2017) - New Turnout Ensemble Aims to Reduce Firefighter Cancer Risk "We worked with TPACC and LION to develop turnout ensemble garments that afford firefighters the same level of fit, functionality and comfort as their existing turnout gear with added protection from particulate infiltration at garment interfaces."</p> <p>DHS FACT SHEET (Oct 6, 2017) - Smoke and Particulate Resistant Structural Turnout Ensemble Fact Sheet "By reducing the potential for chronic dermal exposures to toxic fireground compounds, over time this ensemble and the technologies developed during this research will help to improve the well-being and safety of firefighters."</p> <p>https://verify.ul.com/verifications/237</p>
21	What percentage of your sales are to the governmental sector in the past three years	LION sells personal protective equipment through a distribution network. Approximately 5% would be a direct sale to LION..
22	What percentage of your sales are to the education sector in the past three years	LION sells personal protective equipment through a distribution network. All documented education sales would be represented in Distribution Partner sales and not direct with LION.
23	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?	<p>NY State Contract = Approximately \$7M</p> <p>NJ State Contract = Approximately \$3M</p> <p>NPP = Approximately \$12M</p>
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	LION does not hold a GSA contract. LION Distribution Partners hold a GSA contract that represent the entire LION portfolio of products and services.

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
City of Phoenix	Captain Scott Kalkbrenner Scott.Kalkbrenner@phoenix.gov	602-339-0549
	Antonio Locascio "Nino" Nino.Locascio@phoenix.gov	602-380-3003
Atlanta Fire Department	Asst Chief Chad Thomas CDThomas@AtlantaGa.gov	404-546-7000
Indianapolis Fire Department	Battalion Chief Rich Cook richard.cook@indy.gov	317-327-6041

Table 5: Top Five Government or Education Customers

Line Item 26. 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 *
W S Darley & Co	Government	Illinois - IL	NAVY 2K	\$250,000	\$852,883
Noble Supply & Logistics LLC	Government	Massachusetts - MA	CBRN - Chemical, biological, radiological and nuclear defense products.	\$800,000	\$2,608,312
Federal Resources	Government	Virginia - VA	CBRN - Chemical, biological, radiological and nuclear defense products.	\$2,500,000	\$15,020,383
Tom Smith Fire	Government	Florida - FL	Personal Protective Products	\$1,500,000	\$5,171,388
Safeware	Government	Maryland - MD	Personal Protective Products	\$1,000,000	\$3,655,464

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
27	Sales force.	<p>The LION Sales Team</p> <p>41 field sales team members that include strategic account directors, metro account managers, distribution sales managers, category sales managers and strategic distribution managers supporting the United States, Canada and Latin America for the entire LION product portfolio.</p> <p>Strategic Account Managers – Focused on fostering relationships, education, sales support and opportunity management for a specific set of accounts.</p> <p>Category Sales Managers – Subject matter expert for products within category. Supports the field sales team with product knowledge, demonstrations, sales presentations, identifying industry innovation needs and sales goal achievement.</p> <p>Metro Account Managers – Works in tandem with Distribution Sales Manager. Focused on fostering relationships, education and managing opportunities for departments with more than 150 members.</p> <p>Distribution Sales Managers – Works in tandem with Metro Account Manager. Focused on relationship with LION Distribution Partners to include fostering core beliefs, education, relationship, field sales support, opportunity management and sales goal achievement.</p>
28	Dealer network or other distribution methods.	<p>Dealer Network.</p> <p>LION partners with over 200 Distribution Partners. These Distribution Partners employ thousands of Distribution Sales Representatives across the United States, Canada and Latin America that are in field promoting the entire LION portfolio of products and services.</p>
29	Service force.	<p>LION TotalCare offers care and maintenance of PPE (personal protective equipment). LION operates seven (7) LION Total Care Market Centers located in Atlanta, Boston, Chicago, Dallas, Denver, Houston and Wilmington. LION TotalCare offers services that can help extend the life of gear such as cleaning, repair and routine maintenance programs. LION TotalCare also offers a rental gear program.</p> <p>The Denver location offers an exclusive carbon dioxide (CO2) contaminant cleaning technology. See attachment for additional details on CO2.</p>
30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Orders are placed with a LION Distribution Partner.</p> <p>The order is placed by the end user customer with the Distribution Partner with the Sourcwell Member ID identified on their purchase order. The distribution partner purchase order is placed with LION, also including the Sourcwell member ID. When LION enters the order, the Sourcwell member ID is documented in a specific field used for utilization reporting.</p>
31	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>LION has a Customer Sales and Support Team team located in Dayton, Ohio and Albany, NY. The Customer Support Team consists of regional representatives for Order Entry and Sales Coordination. This team enters orders for all product lines, provides support on warranty claims, product and delivery questions and works in conjunction with the LION Distribution Sales Manager and Distribution Partner. Customer Support and Order Support inquiries are managed through our Customer Relationship Manager (CRM). Each inquiry is assigned a case number and directed to a regional representative. Cases are responded to within 24 hours. Order status and scheduled ship dates are available through an online portal available to LION Authorized Distribution Partners.</p>
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	LION will provide products and services to Sourcwell participating entities in the United States.
33	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	LION will provide products and services to Sourcwell participating entities in Canada.
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Products and Services are available in all geographic areas of the US and Canada
35	Identify any Sourcwell 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?	There are no identified restrictions.
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>There are no identified restrictions</p> <p>LION's policy for shipments to Hawaii are to ship via 2 day air or ocean depending on size of shipment. LION's policy for shipments to Alaska is ship via a freight forwarder and covers freight within the contiguous states.</p>

Table 7: Marketing Plan

Line Item	Question	Response *
37	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>By looking at the immediate and long-term risks, LION is actively working on advocating and developing products and services that protect the health of those that protect our communities. When those products and services are ready, we work to promote them and drive revenue and profitable share growth for our company and for our partners.</p> <p>Our areas of strengths/marketing strategy include the following:</p> <ul style="list-style-type: none"> LION Core Values & Commitment to Service Team Structure & Support Methodical Approach to Business Market Analysis Customer Segmentation New Product Launch Plans Meaningful Product Differentiation Brand Building Metro Support Distribution Support LION University End-User Outreach Press Releases & Press Coverage Metro Sponsorships Customer Education & Awareness Campaigns Trade Shows Collateral Development Print & Digital Advertising Industry Supplements Videography Digital Platforms (Website, LION Fire Academy) Social Media
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>LION uses multiple social media platforms, maintains an informative website, employs a robust SEO strategy, and advertises digitally. LION also has access to reporting capabilities on our sales information and uses public information databases to understand market potential and opportunity to drive marketing plans and sale strategies.</p> <p>LION utilizes a YouTube Channel to share product information and demonstrations with our Distribution Partners and End User Customers. https://www.youtube.com/@lionconnects/featured</p>
39	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>The Sourcewell partnership will be incorporated into every distribution partner training and LION presentation as a purchasing avenue for LION Products. A shared resource site has been established to constantly share updated information with the field sales team and distribution partners. Field Team Members and Distribution Partners are encouraged to participate in Sourcewell Education and Engagement events.</p>
40	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Since LION sells through distribution, an e-procurement ordering process is not established directly with LION. Many LION Distribution Partners do have an established e-procurement process for all sectors that utilize personal protective products.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>LION University is a unique meeting space that is designed for meetings and class room style education. The space showcases our brand by displaying garments worn by our top customers, our product offering and technology for demonstration and presentation. LION has developed a platform for Distribution Partners that provides a dynamic and engaging environment for education on all of LION's products and sales development.</p> <p>LION Fire Academy has been LION's flagship platform for providing comprehensive online training to fire department members, including fire students and active firefighters. Our mission is to empower them with the knowledge and skills needed to ensure the highest standards in PPE maintenance, cleaning, inspection, and repair according to NFPA 1851 2020 edition.</p> <p>https://www.lionprotects.com/fireacademy</p>
42	Describe any technological advances, unique design, and/or feature attributes that your proposed products or services offer.	LION is the only company in our industry that has a dedicated research and development team. LION currently has more than 35 patents on technologies as diverse as materials and pattern design.
43	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.	Montgomery County Green Building Certification. This certification is a globally recognized symbol of sustainability achievement, and it is backed by an entire industry of committed organizations and individuals paving the way for market transformation.
44	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.	<ol style="list-style-type: none"> 1. We strive to cut wasteful energy usage by replacing inefficient lighting with LED lighting in all of our primary manufacturing buildings and corporate offices by the end of 2025. This process is over 50% completed. Since 2015, LION's Dayton corporate headquarters has used LED lighting, leading to a reduction in annual environmental impact of at least 454,539.76 lbs of Carbon Dioxide, 3,765.64 lbs of Sulfur Dioxide, and 1,842.88 lbs of Nitrogen Dioxide. In 2019, Lion completed the installation of renewable energy solar PV panels and LED lighting in its West Liberty manufacturing factory. Beattyville facility and Dayton Janney Road facility have 100% LED lighting as of September 2021. Hazel Green conversion to LED lighting is planned for 2024. We have a goal to have 50% of all energy at corporate headquarters, Hazel Green facility and the Dayton manufacturing facility using renewable energy by 2028. 2. We do not sell products that could have a harmful effect on human health and the environment. 3. We do not use manufacturing processes that release harmful pollutants or toxic materials. 4. We educate our employees on practical efforts to avoid wasteful uses of energy. <ol style="list-style-type: none"> a. We have installed motion detectors at Hazel Green Distribution Center and at our Dayton corporate headquarters. b. We review shipping and logistics methods to use the most efficient shipping routes to save fuel. c. We have a recycling program at the Dayton corporate headquarters with a goal for expansion to other facilities by the end of 2020. All new employees receive a handout on what can and cannot be recycled. d. At the Dayton corporate headquarters, LION employees have recycling bins available to increase the amount of paper that is recycled. Confidential documents are shredded by Royal Document Destruction, which recycles the paper. 5. We strive to minimize material waste. <ol style="list-style-type: none"> a. We strive to introduce efficiencies in the use of materials in order to reduce to the highest extent possible the generation of wastes. b. Lion has a program to recycle used turnout gear through the Lion Ready for Action Foundation. We have already delivered more than 1000 sets of used reconditioned gear to fire departments in third world countries. 6. We have engaged in R&D efforts with potential suppliers to develop sustainable raw materials to replace hydrocarbon-based petroleum products as the basic raw material in certain products. 7. In 2018 we installed a new Elkay Water Drinking System in the Dayton corporate headquarters to increase the use of re-usable water bottles and reduce plastic waste. 8. Lion's Dayton corporate headquarters has been certified in 2015-2021 as a Green Business by the Dayton Regional Green Initiative (DRG3). 9. Lion complies with all environmental laws and regulations in the locations where we operate.
45	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.	LION is deemed a large business. WMBE, SBE or Veteran Owned do not apply.
46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	As a result of our commitment to research based design and innovation, LION has been awarded multiple patents for PPE and training products that prepare first responders for fire events. Our dedicated Research and Development Staff works with fire departments to generate and evaluate new product innovations. LION holds an annual Personal Protection Council (PPC) focusing on fire service trends and industry needs. LION also partners with several industry non-profits and thought leaders addressing firefighter challenges like the Firefighter Cancer Support Network and National Firefighters Foundation.

Table 9A: 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 *
47	Do your warranties cover all products, parts, and labor?	LION warrants that its firefighter and emergency responder products meet all applicable NFPA standards in effect at the time of their manufacture and further warrants that such products are free during their useful life from any defect in workmanship or any material defect. Conditions of use are outside the control of LION. It is the responsibility of the user to inspect and maintain the products to assure they remain fit for their intended purpose. In order to maximize the useful life of these products and maintain the warranty, the products are to be used only by appropriately trained personnel following proper firefighting or emergency response techniques and in accordance with the product's warning, use, inspection, maintenance, care, storage, and retirement instructions. Failure to do so will void the warranty. EXCEPT AS SET FORTH ABOVE, LION MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE. Under the above warranties, LION will repair or replace, at its option, any product which does not meet the above warranties. Such repair or replacement will be the purchaser's sole remedy and LION will not be responsible for any incidental, consequential, or other damages based upon or arising in any way from any breach of the warranties contained herein or the purchaser's use of such product. These warranty obligations apply only to any product, part, or component which is returned with prior authorization and proof of purchase, and which LION agrees to be defective as covered by this warranty. The word "product" includes the product itself and any parts or labor furnished by LION with the sales, delivery, or servicing of the product. USEFUL LIFE: The period of time that NFPA 1971 Compliant Structural Firefighter Garments, which have been properly cared for, can be expected to provide reasonable limited protection. Useful life can be as long as 7 to 10 years if Garments have been subject to relatively lower levels of wear and tear and have been consistently maintained in a regular cleaning and maintenance program and stored properly. Useful life of Garments can be as little as 3 to 5 years with heavy wear and tear or improper maintenance and/or storage. In compliance with NFPA 1851, Garments or Garment elements must be retired no more than 10 years from the date of manufacture. A Garment should be retired when the costs of repair would exceed 50% of the replacement cost. DEFECTS IN WORKMANSHIP AND MATERIALS: Defects in Workmanship and Materials means poorly manufactured items including seams, stitching, or components (for example, loose or broken seams; zippers or snaps that fall off or do not function properly); and fabrics or barriers which have such flaws as holes, uneven spots, weak areas, pilling, or other flaws caused by irregularities in their manufacture.
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	EXCEPTIONS TO LIMITED WARRANTY This limited warranty does not cover the following items after receipt of product by end user: A. Claims made after 60 days from the date of shipment for damage to materials; B. Damage or color change from exposure of materials to direct or indirect sunlight or fluorescent light; C. Shade variations among textiles used or shade changes to fabrics caused by wear and tear and/or washing; D. Color loss due to abrasion (creases, folds, pleats, edges, collar points, etc.); E. Damage caused by improper washing, decontamination, disinfecting or maintenance (for example, use of chlorine or petrochemicals to clean); F. Damage caused by repair work not performed to factory specification; G. Damage from routine exposure to common hazards which may cause rips, tears, burn damage, or abrasion; H. Loss of retroreflectivity of reflective trim due to normal wear or heat exposure; I. Detachment of reflective trim due to thread abrasion or heat exposure; J. Replacement of zippers or closures worn partially sealed, or damaged by heavy wear and tear; K. Loss of buttons, snaps, or cuff hem seams
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	It is most common for Personal Protective Equipment to be returned to a LION facility for repair. In the event, the repair is the result of a LION manufacturing/order entry error or Distributor error, the shipment of the garments is covered by LION or Distribution Partner. LION does offer a warranty that allows for onsite repairs and technician travel for LION Training Products, offered under a separate Sourcewell contract.
50	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?	LION offers warranty repair throughout the US and Canada through a LION TotalCare Market Center or LION Authorized ISP.
51	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?	LION coordinates warranty coverage when returns are necessary due to an upstream supplier issue.

52	What are your proposed exchange and return programs and policies?	<p>RETURNS</p> <p>a. The Customer must contact Supplier Customer Support within forty-five (45) days of receipt of shipment to receive a Return Authorization Number. All returns received without a Return Authorization Number will be held up for processing. Except for defective items:</p> <ul style="list-style-type: none"> i. Products that have been worn, laundered, altered or soiled are non- returnable; ii. Personalized garments (e.g., with names, letters or heat transfer emblems) are non-returnable; iii. Custom manufactured, custom sizes, made-to-order and special cut products are non-returnable; iv. Products that have been discontinued or redesigned are non-returnable; v. Boots that have been worn are non-returnable; vi. CBRN products are non-returnable. <p>b. Returns must have prior approval from Supplier and marking instructions. Supplier will not accept goods returned without its written permission.</p> <p>c. Return of stock goods are subject to a fifteen percent (15%) restocking fee.</p> <p>d. Custom made-to-order products are not returnable.</p>
53	Describe any service contract options for the items included in your proposal.	<p>LION offer programs to extend the life of personal protective equipment. Customers can choose from a customized program specific to the departments operating procedure or from a LION Standard program.</p> <p>Programs include: LION Stay Safe which includes annual advanced cleaning and inspection, repairs covered under warranty or caused by wear and tear, NFPA 1851 documentation and free shipping.</p> <p>1851 Ready includes two advanced cleanings and inspections, itemized repairs, priority scheduling, free shipping and NFPA1851 reporting.</p>

Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *
54	Describe any performance standards or guarantees that apply to your services	The LION Sales and Service team have implemented KPI's related to both Order Entry and Customer Support relative to order entry lead time, error rates, quote generation, return authorization response time and general inquiry response time. Our team members are held accountable for meeting these performance standards as individuals and as a team. See attached.
55	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>LION Manufacturing is measured and held account to KPI's relative to Safety, Lost Time Injuries, Manufacturing lead time, labor and overhead variances and total units produced.</p> <p>LION TotalCare has KPI's relative to gear repair turn times, piece volume moved through each individual facility and quality standard checks.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
56	Describe your payment terms and accepted payment methods.	Net 30
57	Describe any leasing or financing options available for use by educational or governmental entities.	LION can offer leasing through a 3rd party leasing partner.
58	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.	Distribution Partner purchase orders are submitted to a LION email that is specific to order support and then distributed for entry by region. The Sourcewell Member ID is included on the purchase order. The LION Order Entry Team Member includes the Sourcewell Member ID in a specific field when entering the order. This information can be verified by a Distribution Partner document that tracks Sourcewell sales as well as opportunities identified in the LION CRM. This information is used to generate a quarterly utilization report and administrative fee payment.
59	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, LION will accept p-card procurement at no additional cost.

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 Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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.	A set percentage off list by product category. SKU would not be applicable. List Price documents will be uploaded for each LION product category proposed in this RFP.
61	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.	10-35% off list. A document stating product category and discount off list price will be uploaded.
62	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts or rebate programs are opportunity/product specific programs that are developed in conjunction with LION Distribution Partners. Programs developed within the contract period would be offered to the end user via the LION Distribution Partner.
63	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.	This does not apply to the LION product offering.
64	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.	LION PPE Freight is included in the 48 contiguous states. Domestic freight to the freight forwarder is included for export orders. While LION Training Products are offered on a separate contract be advised that freight is not included. Applicable fees may be charged for inspection, installation, set up and training based on the project.
65	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	PPE Shipping is listed as FOB: Origin for the 48 contiguous states. Orders shipping outside of the US, LION covers freight to the freight forwarder and distribution partner/end user is responsible for shipping to final destination.
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska: LION will cover freight to the freight forwarder. Distribution Partner/End User is responsible for shipping costs to final destination. Hawaii: LION will ship direct to Hawaii via 2 day air or Ocean freight depending on size of shipment.
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Some LION Distribution partners stock LION products. In this situation, the Distribution Partner would be able to offer a shorter lead time. Freight would be determined by Distribution Partner.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
68	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	<p>Product Category</p> <p>Turnout Gear 35% off list</p> <p>Turnout Accessories 35% off list</p> <p>Technical Rescue TR51 35% off list</p> <p>USAR/Tech Rescue_Versa Pro 15% off list</p> <p>Med Pro_Emergency Medical Rescue Wear 15% off list</p> <p>Gloves 10% off list</p> <p>Boots 20% off list</p> <p>Helmets 35% off list</p> <p>Hoods 15% off list</p> <p>CBRN 15% off list</p> <p>Maintenace and Cleaning Services 20% off list</p> <p>See uploaded document.</p> <p>Please note that price lists submitted with this RFP are current pricing. LION will implement a price increase effective February 1, 2024.</p>

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
69	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.	As part of the self audit process, LION reviews regional Distribution Partner spreadsheets and Customer Relationship Manager (CRM) opportunities to confirm Sourcewell Sales. Pricing transparency is provided with each transaction including reference to the Sourcewell Contract and LION Landing page. In addition, LION has created a specific field in our ERP system where our Order Management Specialist documents the Sourcewell Member ID during the order entry process. LION has assigned a Sourcewell Representative that reviews documentation and creates utilization reporting. The Representative and Supervisor review documentation and reporting prior to submission for payment.
70	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.	LION includes cooperative purchasing education in distribution partner onboarding and continued education. Distribution Partners are required to communicate cooperative purchasing activities quarterly that is verified by quarterly reporting created by LION. LION has also included cooperative purchase tracking in our CRM. Field Sales Members are required to document cooperative purchasing activities during opportunity generation.
71	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.)	1% of sales under the awarded contract

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

Line Item	Question	Response *
72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Personal Protective Equipment including Turnout Gear, Turnout Gear Accessories, Gloves, Helmets, Boots, Hoods, CBRN, USAR Gear, Tech Rescue Gear, Emergency Medical Rescue Gear, Personal Protective Equipment Care and Maintenance Services.
73	Describe available options for customization of the products and/or equipment offered in your proposal.	LION offers custom manufacturing. For Turnout Gear, the Customer has a choice of outershell, thermal liner and moisture barrier, pockets, trim, reinforcements department patches and lettering.
74	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	Sizings are scheduled by a Distribution Partner or LION Team Member with the Department. During a sizing event, garments in a range of sizes are available for department members to try on to get an accurate fit. If additional measuring is necessary, the Sizing Team Member will take critical measurements using a tape measure to insure the proper the sized garment is ordered. Sizing information is documented on a sizing form or in the LION Electronic Sizing Tool. When the order is being submitted using a paper form, the Distribution Partner submits their Purchase Order, Garment Specification and Sizing information. When the Electronic Sizing Tool is used, member information (i.e. name, location, etc) is imported into the software. During the sizing, the Sizing Team member identifies the members record and documents the sizing information. When sizing is complete, the Distribution Partner will submit the order via the Electronic Sizing Tool. The LION Order Entry Team Member will confirm information and submit order into LION system.
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Personal Protective Equipment including Turnout Gear, Turnout Gear Accessories, Gloves, Helmets, Boots, Hoods, CBRN, USAR Gear, Tech Rescue Gear, Emergency Medical Rescue Gear, Personal Protective Equipment Care and Maintenance Services.

Table 148: 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
7	Protective Clothing	<input checked="" type="radio"/> Yes <input type="radio"/> No	Turnouts and RescueWear. StationWear and Uniforms included in a separate RFP.
77	Helmets and related accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	Helmets and helmet accessories.
78	Other related equipment and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	Personal Protective Equipment that is demonstrated in the LION documentation included with this RFP.
79	Firefighting apparel and station-wear	<input checked="" type="radio"/> Yes <input type="radio"/> No	StationWear and Uniforms included in a separate RFP.
80	Extractors, laundry machines, mechanical dryers, drying and storing racks	<input type="radio"/> Yes <input checked="" type="radio"/> No	LION does not offer these products.
81	Cleaning and decontamination service and maintenance	<input checked="" type="radio"/> Yes <input type="radio"/> No	LION TotalCare
82	Firefighting PPE cleaning supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	LION TotalCare
83	Cleaning equipment for other firefighting equipment and tools	<input type="radio"/> Yes <input checked="" type="radio"/> No	LION does not offer these products.
84	Services Related to the equipment described above	<input checked="" type="radio"/> Yes <input type="radio"/> No	LION TotalCare

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - LION Discount Off List and List Price Documents.zip - Tuesday January 02, 2024 14:43:44
- [Financial Strength and Stability](#) - Corporate Trade References 2023.pdf - Tuesday January 02, 2024 14:40:52
- [Marketing Plan/Samples](#) - LION Capabilities and Core Beliefs.zip - Wednesday January 03, 2024 10:53:51
- [WMBE/MBE/SBE or Related Certificates](#) - LION Certifications.zip - Tuesday January 02, 2024 14:49:28
- [Warranty Information](#) - UserGuide_Warranty.pdf - Wednesday January 03, 2024 12:21:49
- Standard Transaction Document Samples (optional)
- [Requested Exceptions](#) - RFP010424 EXCEPTION.pdf - Tuesday January 02, 2024 15:02:14
- [Upload Additional Document](#) - LION Additional Documentation.zip - Wednesday January 03, 2024 12:43:55

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. - Melissa Kirk, Distribution Sales Manager, LION

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Fri December 15 2023 12:51 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu December 14 2023 01:51 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Mon December 4 2023 04:00 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu November 30 2023 10:28 AM	<input checked="" type="checkbox"/>	2
Addendum_1_Firefighting_PPE_and_Related_Equipment_Cleaning_RFP_010424 Thu November 9 2023 04:34 PM	<input checked="" type="checkbox"/>	1