



Solicitation Number: RFP #011824

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Sea-Western Inc., 12815 NE 124th St., Suite H, Kirkland, WA 98034 (Supplier).

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

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

1. TERM OF CONTRACT

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

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

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

Sea-Western Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/27/2024 | 6:30 PM CDT

DocuSigned by:
Troy M. Enright
By: FD1ECE510C3143E...
Troy Enright
Title: Director of Operations
Date: 3/27/2024 | 5:48 PM CDT

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

Vendor Details

Company Name: Sea-Western Inc
Address: 12815 NE 124th St
Suite H
Kirkland, Washington 98034
Contact: Troy Enright
Email: troy@seawestern.com
Phone: 360-961-8048
HST#: 91-0998307

Submission Details

Created On: Wednesday January 03, 2024 18:31:26
Submitted On: Thursday January 18, 2024 15:49:45
Submitted By: Troy Enright
Email: troy@seawestern.com
Transaction #: 053db391-a6d8-49d4-a6c8-fd276f82bd34
Submitter's IP Address: 50.208.200.94

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")	Sea-Western Inc
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 0JXB0 Unique Entity Identifier: L8QLNQHQN8U4
5	Proposer Physical Address:	12815 NE 124th St Suite H Kirkland, WA 98034
6	Proposer website address (or addresses):	https://seawestern.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):	Troy Enright - Director of Operations SeaWestern 12815 NE 124th St Suite H Kirkland, WA 98034 info@seawestern.com, troy@seawestern.com 425-821-5858
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Troy Enright - Director of Operations SeaWestern 12815 NE 124th St Suite H Kirkland, WA 98034 info@seawestern.com, troy@seawestern.com 425-821-5858
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Steve Morris - President SeaWestern 13126 NE Airport Way Portland, OR 97230 steve@seawestern.com 503-816-4516

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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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>SeaWestern is a fire distribution company with its corporate headquarters in Kirkland, Washington and has been in the fire distribution business in the Western United States for the past 45+ years. Our company was founded by Russ Morris in 1976 and is currently led by his youngest son, Steve Morris. SeaWestern has been focused on providing the highest level of customer service in the fire distribution industry. The SeaWestern Mission statement is to provide "Quality Products, at a Reasonable Price with Service After the Sale." This focus on service after the sale, has allowed SeaWestern to be highly successful in the Pacific Northwest and the fundamental basis for the recent expansion over the past five (5) years from three (3) states to now serving 11 western states and generating over \$42 million in sales in 2023. Many of these sales are through the fulfillment of purchases through contracts to local/municipal and state organizations. To support SeaWestern's increasing geographic service area we have strategically selected warehouse locations to provide our customers not only with superior products but also a high level of support. Our corporate headquarters is located in Kirkland, Washington, and SeaWestern has branch offices in Tacoma, Washington; Portland, Oregon; Las Vegas, Nevada; and Denver, Colorado.</p> <p>SeaWestern is proud to be the distributor of the highest quality products to the fire service, government agencies including state, local and education and public entities. SeaWestern works with over 60 vendors/manufactures which include industry leaders such as 3M/Scott Fire & Safety, Lion PPE & Training, Bauer Compressors, Key Fire Hose, Elkhart Brass Nozzles, Phenix Helmets, SOLO washers, Flir Thermal Imaging and more. SeaWestern is focused on building strong partnerships and efficient lines of communication both with our manufacturing partners and the customers we serve to make the acquisition process as efficient and smooth as possible.</p>	*
11	What are your company's expectations in the event of an award?	With this award SeaWestern looks forward to providing our sales force an important tool to further educate our customers on a significant procurement vehicle for fire departments and agencies that may or may not use Sourcwell currently, and/or plan to utilize group purchasing contracts to acquire products and services that meets their needs. This added value will help to address purchasing policy requirements by insuring they are getting a competitive RFP process satisfied, a full line of contracted solutions, national discounted pricing, vetted supplier/distribution sources while minimizing the associated cost of going out to bid / RFP. SeaWestern is prepared to ensure full compliance to the solicitation requirements of the contract.	*
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.	SeaWestern is a stable and growing organization represented by the bank reference letter and audited financials from 2023. Please see the attachment "Sea-Western 2023 Financial Statements - FINAL"	*
13	What is your US market share for the solutions that you are proposing?	SeaWestern approximates that we currently serve 10-15% of the nationwide market and 30-35% of the western states market for the solutions proposed. Over the past few years SeaWestern has an approximate current growth rate of 40% per year and estimates doing business with 50-60% of the western markets we serve in the next couple of years to which these products and services apply.	*
14	What is your Canadian market share for the solutions that you are proposing?	N/A	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
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>a) SeaWestern is an authorized distributor/dealer/reseller for the manufacturer's products and models represented in this proposal in the regions & territories designated by associated distribution agreements.</p> <p>As a distributor/dealer, SeaWestern is also an authorized / certified service provider for both 3M Scott Fire & Safety and Bauer Compressors. All SeaWestern staff and representatives are employees, and we are an independent dealer.</p> <p>Please see written authorizations attached under: Dist & Serv Certs_Agreements_Catalogs_Manuals (Zip Folder)</p>	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	SeaWestern holds business licenses in the 11 western states it conducts business in. SeaWestern is an authorized reseller for both 3M Scott (SCBA) and Bauer (Compressors) and hold certifications to perform services on related products and equipment adhering to National Fire Protection Association (NFPA), National Institute for Occupational Safety and Health (NIOSH), American National Standards Institute (ANSI) and Department of Transportation (DOT) standards. SeaWestern is a certified 3M SCOTT Fire & Safety 5-Star Service Center and a Bauer Compressor Authorized Service Provider. SeaWestern also provides in-house Hydrostatic testing of breathing air cylinders.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A – SeaWestern has not been suspended or disbarred from participating in any solicitation.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	SeaWestern has won a number of sales achievements and associated awards over the past 30 years. Most recently SeaWestern was named LION Dealer of the Year for 2021 & 2023, and continues to be a Bauer Compressors Top Ten Partner for over the past decade, both top industry distinctions. SeaWestern is one of the few distributors in the nation that is a certified 3M Scott Fire & Safety 5 Star Service Center.	*
20	What percentage of your sales are to the governmental sector in the past three years	SeaWestern estimates that approximately 98%+ of sales have been to the governmental sector in the past three years.	*
21	What percentage of your sales are to the education sector in the past three years	SeaWestern estimates that approximately 2% or less of sales have been to the education and private sector in the past three years.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Turnout & PPE Contracts: Puget Sound Fire Authority ILA approximately \$12M in past 3 years Portland Fire Dept. approximately \$1.5M in past 3 years Grand Junction Fire Dept. approximately \$925k in past 2 years Denver Fire Dept. approximately \$390k in past year Poudre Fire Dept. approximately \$250k in past year North Las Vegas Fire Dept. approximately \$170k in past year Colorado Division of Fire Protection and Control - \$185k in past 2 years Thermal Imaging Camera: Tualatin Valley Fire & Rescue ILA approximately \$375K in past 3 years Portland Fire Dept. approximately \$225k in past 3 years 3M/Scott HGAC (Houston-Galveston Area Council) contact sales over the last 3 Years - \$8.25M Bauer NPPGov contract sales over the last 3 Years - \$3.65M	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Currently SeaWestern does not hold any GSA contracts, Standing Offers and Supply Arrangement.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Portland Fire & Rescue	Bill Goforth - Deputy Chief of Logistics	503-823-4558	*
Central Pierce Fire and Rescue	Radcliffe McKenzie - Assist Chief of Safety	253-538-6533	*
North Las Vegas Fire Department	Scott Schuster - Fire Logistics Officer	702-669-3343	*

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Seattle Fire Department	Government	Washington - WA	SeaWestern supports the department with Turnouts, PPE, Helmets, Leather Fronts, Bauer Compressors, Thermal Imaging Cameras and Scott SCBA.	Size of transactions come in various amounts including under \$100, but typically range anywhere from \$10k to \$1M.	\$4.2 million
Tualatin Valley Fire & Rescue	Government	Oregon - OR	SeaWestern supports the department with Turnouts, PPE, Hoods, Gloves, Boots, Stationwear, Fans, Bauer Compressors, Hose & Nozzles, Thermal Imaging Cameras, Scott SCBAs and Service.	Size of transactions come in various amounts including under \$100, but typically range anywhere from \$5k to \$2M.	\$3.5 million
Portland Fire & Rescue	Government	Oregon - OR	SeaWestern supports the department with Turnouts, PPE, Hoods, Gloves, Boots, Stationwear, Fans, Bauer Compressors, SOLO Washers, Thermal Imaging Cameras, Scott SCBAs and Service.	Size of transactions come in various amounts including under \$100, but typically range anywhere from \$5k to \$250k.	\$2.1 million
Tacoma Fire Department	Government	Washington - WA	SeaWestern supports the department with Turnouts, Stationwear, Boots, Gloves, Hose & Nozzles, Thermal Imaging Cameras and Wildland.	Size of transactions come in various amounts including under \$100, but typically range anywhere from \$1k to \$200k.	\$2 million
Central Pierce Fire & Rescue	Government	Washington - WA	SeaWestern supports the department with Turnouts, Stationwear, Response Gear, Helmets, Gloves, Boots, Thermal Imaging Cameras, Hose & Nozzles, Wildland, Bauer Compressors and Service.	Size of transactions come in various amounts including under \$100, but typically range anywhere from \$1k to \$225k.	\$1.8 million

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
26	Sales force.	SeaWestern currently has 43 members of our team of which 41 are full-time employees of which two (2) are part time, one (1) in sales and one (1) in service. SeaWestern has six (6) members in management roles, 17 sales professionals, six (6) members in administrative sales and service support roles, and 14 in service technician roles. SeaWestern's sales force has representatives in all 11 western states that we directly serve with the exception of California (transition) and Wyoming as rep resides in Colorado.

27	Dealer network or other distribution methods.	<p>SeaWestern works with Direct Sales Representatives (DSR) of manufacturers and independent manufacturers' representative firms to provide additional direct to customer support.</p> <p>As an example, SeaWestern works closely with Shur-Sales, a multi-divisional independent manufacturers' representative firm that has a sales force in the Industrial Safety Equipment and Fire-Fighting Equipment marketplaces. Each division has a dedicated sales force, focusing on their specific markets to support SeaWestern with represented manufacturer products in designated territories.</p> <p>Shur-Sales & Marketing Industrial Safety Team territory includes; Colorado, Montana, Wyoming, Idaho, Utah, New Mexico, North-Western Nevada, Kansas, Nebraska, Missouri, and Southern Illinois.</p> <p>The Shur-Sales Fire Service Team territory includes Colorado, Montana, Wyoming, Idaho, Utah, Arizona, Nevada, Washington, Oregon, California, El Paso, Texas, Hawaii, and Alaska.</p>	*
28	Service force.	<p>SeaWestern service personnel members are a combination of 3M Scott Fire & Safety and Bauer Compressor certified technicians. We have 14 service technicians located throughout our territory designations which includes 10 mobile service technicians, and four (4) in-house service technicians at our office locations in Kirkland WA, Portland OR, Las Vegas NV, and Denver CO.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Often SeaWestern provides our customers with a quote for review. When SeaWestern receives authorization (verbal, written or purchase order) from the participating customers entities to place an order, SeaWestern then enters the order for product and / or services through our NetSuite automated ERP system. Customers can also place orders online via our SeaWestern website. Orders are then fulfilled from SeaWestern inventory and / or a Purchased Order is placed to a manufacturer / supplier which may or may not drop ship directly to customers. Once an order has been fulfilled, either a receipt is sent for credit card orders, or an invoice is sent to the customer with Net30 terms to remit payment.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>SeaWestern understands that delivery, in addition to quality and price, matters. With that in mind, we strive to keep a large inventory of the items our customers want on our shelves. We ship all orders received by 1pm the same day. Being centrally located means next-day delivery for most of our customers. In addition, we stock a large volume of sought-after merchandise, which enables us to obtain some very attractive volume pricing from our manufacturers; value that we gladly pass along to our customers in the form of reasonable prices. We work hard on our customers' behalf to secure the very best pricing.</p> <p>SeaWestern recognizes that in today's world, we all have a lot of tasks competing for our time. With that in mind, SeaWestern employs a full-time, factory-certified mobile technician available to provide maintenance on your 3M Scott SCBA's and/or air system needs (compressor, fill stations, etc) right at your station!</p> <p>SeaWestern's commitment to Service after the Sale is further supported by an in-house 3M Scott 5-Star Certified repair center which offers fast turn-around on the repair of 3M Scott SCBA's, flow testing and hydrostatic testing.</p> <p>In valuing our customer's time, we strive to have a knowledgeable outside sales staff and inside customer service staff; so the customer's call is handled with the first inquiry. We back up that commitment by providing product training seminars for our staff at regular intervals and opportunities for factory-provided training.</p> <p>SeaWestern's headquarters is located in Kirkland, WA and the standard hours of operation are Monday through Friday from 7:30am – 5pm PST. However, SeaWestern territory sales representatives and mobile service technicians may provide extended hours based upon geographical location and customer agreement. A SeaWestern representative can be reached by phone at 1-800-327-5312 or by email at info@seawestern.com. During the business day we strive to return messages within a couple hours and provide next business day turnaround on phone and email inquiries outside of normal business hours. The local SeaWestern sales representative and mobile service technician will provide their contact information directly to customers they serve in case of emergencies outside typical operating hours. For emergency work outside of regularly scheduled service SeaWestern makes every effort to address within 48 hours during the business week.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>In combination with the broad products and services it provides, SeaWestern looks forward to a Sourcewell award to better serve our customers in our designated territories by providing the additional value of a government entity / purchasing vehicle for the ease and security of acquisition. With SeaWestern's growing territory and sales team, we look to increase Sourcewell contract utilization as we have the personnel, infrastructure, processes, and capacity to implement effectively and adhere to the contact terms and conditions set forth.</p>	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	N/A - SeaWestern only conducts business domestically in the western United States.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Based on our current manufacturer territory agreements, SeaWestern does not serve beyond Colorado in the central to eastern regions of United States nor any part of Canada. SeaWestern conducts in-person business with our fire service customers in 11 western states, including Alaska, Arizona, California, Colorado, Idaho, Montana, Nevada, Oregon, Utah, Washington and Wyoming.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	At this time the only limiting factor to NOT fully serving participating entity sectors (i.e., government, education, not-for-profit, etc) would be due to regional presence. No other cooperative purchasing contracts or agreements limit our ability to promote another contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	SeaWestern does not currently serve Hawaii or other US Territories. Due to the potential complexity of logistics to remote locations in Alaska, SeaWestern will provide a quote for shipping/transportation before customer acquisition.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>SeaWestern looks forward to further educating our sales force by providing Sourcewell contract details, resources and play book to promote to current and new customers simplifying administrative tasks and offering them discounted pricing. SeaWestern will also market to all potential customer entities by utilizing promotional tools online, email and print materials, immediately announcing the Sourcewell award on these mediums.</p> <p>SeaWestern has a boots on the ground model with direct Sales Reps visiting fire departments on an ongoing basis. Our sales reps have strong relationships with fire service departments that in some cases goes back decades. SeaWestern participates in trade shows and conferences across the western region (approx. 15-20 per year). SeaWestern also maintains a marketplace website providing contract and product information allowing customers to place online orders via the website.</p> <p>Please see attached examples: Marketing Plan (Zip Folder)</p>	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	SeaWestern understands that we live in a digital age where technology and data greatly impact the marketing of one's brand, products and services. SeaWestern uses metadata to enhance marketing effectiveness and utilizes social media such as Facebook and LinkedIn to network with agencies and increase promotion. In addition, SeaWestern promotes its products and services through several 3rd party online outlets such as Daily Dispatch. A few years ago, SeaWestern moved to an Oracle Netsuite (ERP) platform to handle administration functions for our business providing an increased technological integration providing a suite of tools and reporting functions measuring our success rates.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	SeaWestern sees Sourcewell listing the awarded dealers contact and contract information on the website, public disclosures and marketing material including email blasts. SeaWestern is familiar with promoting similar contracts such as HGAC, and NPPGov, and comfortable navigating these platforms and adhering to terms. SeaWestern will integrate Sourcewell contract and marketing tools into ongoing Sales Meetings and Trainings to provide a high level of knowledge to our Sales force and support teams in an effort to increase contract sales.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, we have e-commerce through our website www.seawestern.com where government, education and related customer entities can place marketplace transactions and inquire on products and services. Government and education customers use the website to easily identify featured brands and search through its categorized product groups with detailed descriptions, pricing and features such as "Quick Shop" or "Chose Options" and searchable filters such as, brand, best sellers, etc. Customers can find their local sales support through the "Locate a Sales Rep" interactive territory map.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>SeaWestern Sales representatives offer in-person product demonstrations and no charge in-service operator training on purchased products such as SCBAs and Breathing Air compressors. SeaWestern occasionally hosts manufactures partners to provide informational and product training seminars to customers at no-cost. Often upon coordination with the customer our reps will also assist them with unboxing and recording of product receipt into their records at no charge.</p> <p>SeaWestern does charge a fee for Breathing Air compressor final set-up that may include connecting components and providing additional air supply line installation.</p>	*
41	Describe any technological advances that your proposed products or services offer.	<p>Local SeaWestern Sales Representatives are well versed on the latest technology in the market and carry a wide assortment of current products for hands on demonstration to customers. SeaWestern represents the highest quality products and market leaders in 3M Scott Fire & Safety and Bauer Compressors. 3M/Scott is known for their SCBA air supply redundancy and more recently for their Radio Direct Interface technology for on or off-air communications. Bauer continues to innovate with its advanced purification monitoring systems and integrated digital controls and RFID reading cylinder fills and hydrotest dates. For more information, please see attached product catalogs.</p>	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>SeaWestern realizes with increasing growth comes increasing inputs into the world. It is our goal to progressively move our organization in policy and process toward a more renewable economic model that avoids depletion of resources and increases Triple Bottom Line value. We address environmental, economic and social goals through reduce/reuse, stakeholder engagement/strategic planning, and job creation for a diverse workforce which all add to the goals of Sustainability.</p> <p>Our management team includes our Director of Operations who has experience and education in the field, holding a Bachelor of Applied Science in Sustainable Practices.</p> <p>In 2019 SeaWestern transitioned its business administration and data completely to the cloud moving from a small business with an analog model and paper heavy environment to a more streamlined digital infrastructure, by implementing full a service ERP system and electronic record management to reduce the amount of paper used. Whenever possible SeaWestern looks to reuse and repurpose materials and equipment. This includes but is not limited to box /packaging materials, storage/furniture, and refurbished tools such as breathing air compressors and steel cylinders. We try to minimize hazardous materials and use local agencies to properly dispose of them. In addition to our current paper/cardboard recycling we are in the process of implementing a more robust recycling and compost program to include other clean recyclables, food waste and paper products (compostable ware, paper towels etc.) that cannot be recycled. To decrease energy consumption, SeaWestern looks for more energy efficient equipment when upgrading (computer etc.) and identifies efficient shipping & bundle methodologies to reduce trips.</p> <p>SeaWestern management works on strategic and sustainable growth strategies to increase economic opportunity and job creation on a regional level. We take a consultative approach with our customers to provide added value before, during and after the acquisition process to ensure a smooth delivery and return on investment during ownership. SeaWestern works closely with our partners and product manufacturers through cooperative planning on operational procedures to increase logistical efficiencies which include growing localized distribution. Specifically in relation to this project, SeaWestern's partner 3M/Scott has a comprehensive Sustainability / ESG strategy that encompasses Environmental, Social and Governance detailed through highlights, metrics and Global impact reporting which can be found here https://www.3m.com/3M/en_US/sustainability-us/</p>	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>N/A – As SeaWestern is a distributor/dealer/reseller, these ratings and certifications would be at the manufacturer level.</p> <p>Please see the attached product catalogs under: Dist & Serv Certs_Agreements_Catalogs_Manuals (Zip Folder)</p>	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A	*

45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>SeaWestern is a family owned and operated company with over four decades of experience serving the fire service. SeaWestern prides itself on building relationships with the department personnel - like a family, SeaWestern is there when you need us. Our mission is to provide Quality Products at a Reasonable Price with Service After the Sale.</p> <p>The SeaWestern family began 45+ years ago with the vision of Russell E. Morris. It continues today with Steve, running the company. SeaWestern partners with the very best manufacturers to provide quality products to its customers. SeaWestern is proud to represent quality manufacturers such as 3M Scott Fire & Safety SCBA's and TIC's, LION Turnout Gear and Station Wear, BAUER Compressors, HAIX Leather Boots, Elkhart Brass, Key Fire Hose, BlowHard Fans, Red Head Brass, ZICO, and more. We align ourselves with manufacturers that pride themselves on having innovative products that exceed the NFPA standards.</p> <p>In today's world, SeaWestern understands that delivery, in addition to quality and price, matters. With that in mind, we strive to keep a large inventory of the items our customers want on our shelves. We ship all orders received by 1pm the same day. Being centrally located means next day delivery for most of our customers. In addition, we stock a large volume of sought-after merchandise, which enables us to obtain some very attractive volume pricing from our manufacturers; value that we gladly pass along to our customers in the form of reasonable prices. We work hard on our customers' behalf to secure the very best pricing.</p> <p>SeaWestern recognizes that in today's world, we all have a lot of tasks competing for our time. With that in mind, SeaWestern employs full-time, factory-certified mobile technicians available to provide maintenance on your 3M Scott SCBA's and Bauer Breathing Air Compressor systems needs right at your station.</p> <p>SeaWestern's commitment to Service after the Sale is further supported by an in-house 3M Scott certified repair center which offers fast turn-around on the repair of 3M Scott SCBA's, flow testing and hydrostatic testing (*Kirkland and Portland locations).</p> <p>In valuing our customer's time, we strive to have a knowledgeable outside sales staff and inside customer service staff; so the customer's call is handled with the first inquiry. We back up that commitment by providing product training seminars for our staff at regular intervals and opportunities for manufacturer provided training.</p>
46	Describe compliance to applicable national standards such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	All products SeaWestern offers and is proposing are in compliance with the applicable national standards such as NFPA, OSHA, NIOSH and ANSI.
47	Describe how your product can be cleaned and decontaminated to prevent exposure to carcinogens.	<p>Cleaning and decontamination procedures are included with the product manufacturer's operating and maintenance documentation.</p> <p>Please see product operating and maintenance manuals attached under: Dist & Serv Certs_Agreements_Catalogs_Manuals (Zip Folder)</p>

Table 9: Warranty

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

Line Item	Question	Response *
48	Do your warranties cover all products, parts, and labor?	As SeaWestern is a distributor/reseller, warranties fall under the manufacturers for the specific products as each will have different warranty terms. SeaWestern warranties all service labor performed to insure a high level of customer support.
49	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Misuse restrictions would apply. However, SeaWestern advocates for its customers and works with its manufacturer partners on best outcomes. Please see manufacturer's warranties attached under: Warranty Info (Zip Folder)
50	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	SeaWestern warranties the service work performed by our service technicians but does not provide product warranty which falls under the manufacturer. Where stated by manufacturer's standard warranty travel time and mileage will be covered. However, this is a rare exception, and typically they are not covered, in such instances the service issue will be handled case by case.
51	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Based on our current manufacturer territory agreements, SeaWestern does not serve beyond Colorado in the central to eastern regions of United States nor any part of Canada. SeaWestern currently provides a certified technician to perform warranty repairs to the territories/states we are authorized to sell in based on the manufacturer. SeaWestern conducts in-person business with 11 western states, including Alaska, Arizona, California, Colorado, Idaho, Montana, Nevada, Oregon, Utah, Washington and Wyoming. SeaWestern does not directly conduct business in Canada.
52	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	As SeaWestern is an authorized service center for 3M Scott Fire & Safety and Bauer Compressor, SeaWestern certified technicians can carry out manufacturer warranty related service requests.
53	What are your proposed exchange and return programs and policies?	SeaWestern will except returns of new unused products with original packaging within 30 days of receipt. Customized items are nonreturnable. Exchanges are handled on a case-by-case basis.
54	Describe any service contract options for the items included in your proposal.	SeaWestern can provide several service contract options which may include annual flow testing, out of warranty service repair, preventative maintenance, air quality testing, hydrotesting etc. The scope and contract terms typically vary from one (1) to five (5) years. Please see example service contract attached under: Dist & Serv Certs_Agreements_Catalogs_Manuals (Zip Folder)

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	SeaWestern has Net 30 terms and payment can be remitted by check, ACH, credit card, and wire transfer.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	For leasing and financing options SeaWestern refers customers entities to: Blake J. Kaus Vice President & Director of Leasing Community Leasing Partners 215 S. Seth Child Road Manhattan, KS 66502 Division of Community First National Bank – Member FDIC https://www.clpusa.net P: 888.777.7850 M: 785.313.3154 F: 888.777.7875 E: blakekaus@clpusa.net	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	SeaWestern utilizes Quotes, Sales Orders with Standard Terms & Conditions and Service Agreements in connection with an awarded contract. Please see examples attached under: Standard Transaction Documents (Zip Folder)	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	SeaWestern accepts credit cards and charges a 3% processing fee on orders over \$2,500.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	SeaWestern will provide List/MSRP price sheets from the manufacturers and will provide a discount off of List/MSRP as the Sourcewell price. Please see list pricing and discount attached under: Pricing and Delivery (Zip Folder).
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing will vary depending on the vendor. See attachment titled "Sourcewell Discount Structure" for a breakdown of the discounts offered.
61	Describe any quantity or volume discounts or rebate programs that you offer.	SeaWestern provides our best pricing based on overall business and cost structures. Any additional volume discounts would be based on promotional pricing on a case-by-case basis.
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For customer entities requesting "open market" or "non-standard," "sourced" products or related services not found on contract, a SeaWestern quote will be supplied upon request.
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	When applicable SeaWestern provides product in-service training at no cost. For the acquisition of 3M Scott products there are no additional charges. For the acquisition of Bauer Compressors there is an additional setup fee which varies depending on the type of compressor, the components to be connected and location of setup. The customer entity is responsible for delivery receipt of the compressor, its final placement, and the electrical supply & hook up. SeaWestern will then perform the check list to complete the set/up and initial start-up.
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Direct to customer dropship freight is included at no additional charge for 3M Scott products. For Bauer Compressors freight is quoted on a case-by-case basis dependent on location and customer requested accommodation. Approximate best method shipping costs are determined by utilizing associated carrier freight calculators and are listed separately on associated quotes.
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For 3M/Scott products freight is included at no additional charge to Alaska. We do not currently sell to Hawaii or Canada. For Bauer Compressors freight is quoted on a case-by-case basis to Alaska (remote locations). We do not currently sell to Hawaii or Canada.
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	SeaWestern has four (4) brick and mortar locations across the western states, that include Kirkland, WA; Portland, OR; Las Vegas, NV; and Denver, CO; that carry varying degrees of inventory to help minimize turnaround time and associated costs. SeaWestern works with a number of national, regional and local carriers to facilitate the best low-cost option based on capacity and location service. As SeaWestern Sales reps frequent departments to provide a high level of service we are often able to hand deliver products to further mitigate costs to the customer.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell 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 Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	As applicable, SeaWestern will check a box in the NetSuite system on the Quote/Sales Order specifying a Sourcwell contract purchase and note the contract number and participating customer entity number in the associated field. SeaWestern has a designated team assigned to managing our sales through the various cooperative purchase agreements we currently utilize. Contract orders will be reviewed by two parties for accuracy and compliance. Management will review the quarterly report to ensure it adheres to the terms in the Sourcwell contract.
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	If awarded SeaWestern will utilize monthly, quarterly, and year-on-year sale data of the products included on the contract, and conversion rate of quotes done with contract pricing versus those without contract pricing to measure success with the contract.
70	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell 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.)	SeaWestern proposes to pay Sourcwell a 1% administrative fee for related quarterly contract sales.

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

Line Item	Question	Response *
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	SeaWestern is pleased to offer Sourcwell customers the quality products of 3M/Scott Fire & Safety Self-Contained Breathing Apparatus (SCBA), supplied air breathing apparatus (SABA) and related equipment, and Bauer Compressors for Breathing Air Compressors, compressor systems and related equipment. Please see product and service descriptions under: Dist & Serv Certs_Agreements_Catalogs_Manuals (Zip Folder)
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Subcategories related to SCBA solutions include open circuit and/or closed-circuit systems, facepieces & communications, fit testing, regulators, RIT (rapid intervention team) packs, rapid intervention crew/company universal air connection (RIC, UAC), cylinders and hydrotesting. Subcategories related to Breathing Air Compressor solutions include all-in-one compressors, stationary, mobile & trailer compressors, compressor components, fill-stations, cascade systems, purification, cylinders storage and racking.

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

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

Line Item	Category or Type	Offered *	Comments
73	Self-contained breathing apparatus (SCBA) and supplied air breathing apparatus (SABA)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, SeaWestern is offering 3M/Scott Fire & Safety SCBA and SABA solutions within our proposal.

74	Breathing air compressor and compressor systems, including mobile and stationary fill stations, cascade systems, purification, and storage	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, SeaWestern is offering Bauer Breathing air compressors, compressor systems, including mobile and stationary fill stations, cascade systems, purification, storage and associated equipment solutions in varying configurations.	*
75	Related equipment and accessories related to the offering of 71 - 72 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, Seawestern is offering 3M/Scott Fire & Safety personal alert safety systems (PASS), air supply monitoring systems, gas masks, belts, harnesses.	*

<p>76</p>	<p>Services related to the equipment described in 71 - 72 above</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>In addition to complimentary product demos and in-service training SeaWestern provides various fee based services to support and maintain the equipment proposed. These include testing, servicing, maintenance, repair, set-up/installation, and service programs.</p> <p>SeaWestern provides the following services:</p> <p>In-House 3M/SCOTT-Certified Repair Centers which offer fast turnaround on the repair of SCBAs, Flow testing and Hydrostatic testing. Our DOT-approved hydrostatic test facilities in Kirkland, WA, and Portland, OR, are certified to test all SCBA manufacturers cylinders. Refilling service is also available. Complimentary pick-up and delivery of repaired equipment and/or hydrostatically tested cylinders available, subject to location your Sales Representatives' travel schedule.</p> <p>SeaWestern has a full time 3M SCOTT-Certified Mobile Technicians to assist departments with complying with manufacturers' recommendation that SCBAs are flow tested annually. Departments supply the SCBA and air and we will get the SCBAs flow tested.</p> <p>Note: Scott SCBA Warranty: 3M Scott has improved the warranty on the X3 Pro SCBA to "As long as you own the SCBA" warranty. This means that all the SCBA have a warranty for as long as you own the SCBA. No more worry about years of coverage for this part or that part, but the entire SCBA is covered by the as long as you own the SCBA warranty. This includes headnet adjustment straps and headnets.</p> <p>SeaWestern also provides Compressor Service. Similar to your apparatus engines, providing routine maintenance on your compressor greatly increases the longevity of your breathing air system. Our Factory-Certified Technicians are available to get the task done. Additionally, when your compressor is down, we have designations for emergency service requests.</p> <p>SeaWestern has established a popular Quarterly Air Test Kit program to assist your department with meeting the new NFPA 1500 standard. Every quarter, an Air Test Kit is automatically shipped to your department. You simply fill the empty container, seal the package, and mail. An air quality certificate will be mailed back to you.</p>
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Table 15: Exceptions to Terms, Conditions, or Specifications Form

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

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

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as 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](#) - Pricing and Delivery.zip - Thursday January 18, 2024 11:38:50
 - [Financial Strength and Stability](#) - Sea-Western 2023 Financial Statements - FINAL.pdf - Wednesday January 17, 2024 15:12:34
 - [Marketing Plan/Samples](#) - Marketing Plan.zip - Thursday January 18, 2024 12:51:06
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty Info.zip - Wednesday January 17, 2024 16:11:48
 - [Standard Transaction Document Samples](#) - Standard Transaction Documents.zip - Thursday January 18, 2024 12:50:18
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Dist & Serv Certs_Agreements_Catalogs_Manuals.zip - Thursday January 18, 2024 12:50:49

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. - Troy Enright, Director of Operations, Sea-Western Inc

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Self_Contained Breathing Apparatus_RFP_011824 Fri January 12 2024 11:10 AM	<input checked="" type="checkbox"/>	2
Addendum_2_Self_Contained Breathing Apparatus_RFP_011824 Wed December 27 2023 08:49 AM	<input checked="" type="checkbox"/>	1
Addendum_1_Self_Contained Breathing Apparatus_RFP_011824 Tue December 12 2023 05:20 PM	<input checked="" type="checkbox"/>	1

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

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

Sourcewell awarded a contract to Supplier to provide Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment to Sourcewell and its Participating Entities, effective March 27, 2024, through March 29, 2028 (Contract).

The parties wish to amend the contract to update Suppliers pricing strategy.

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

Line item 59 of "Table 11: Pricing and Delivery" of the Proposal is deleted in its entirety and replaced with the following:

SeaWestern will provide a discount off manufacturer List/MSRP as the Sourcewell price as detailed under the Sourcewell Discount Structure 011824-SEW and will provide current manufacturer full price lists upon request.

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

Sourcewell

Signed by:

By: C0FD2A139D06489...
Jeremy Schwartz, Chief Operating Officer

Date: 5/13/2025 | 12:02 PM CDT

Sea-Western Inc.

Signed by:

By: 03EED1A80930473...
Troy Enright, Director of Operations

Date: 5/14/2025 | 4:14 PM PDT