



Solicitation Number: #020124

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and W.S. Darley & Co., 325 Spring Lake Drive, Itasca, IL 60143 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Firefighting Equipment and Rescue Tools with Related Supplies and Accessories 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 April 4, 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 Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

5. *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 Sourcewell to immediately terminate this Contract for default.

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

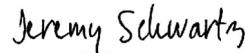
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

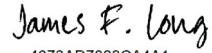
22. CANCELLATION

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

Sourcewell

W.S. Darley & Co.

DocuSigned by:

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/2/2024 | 8:18 PM CDT
C0FD2A139D06489...

DocuSigned by:

By: _____
James F. Long
Title: Exec Vice President Equipment Division
Date: 4/2/2024 | 9:12 AM PDT
4073AD7093CA4A1...

RFP 020124 - Firefighting Equipment and Rescue Tools with Related Supplies and Accessories

Vendor Details

Company Name: W.S. Darley & Co.

Does your company conduct business under any other name? If IL
yes, please state:

325 Spring Lake Drive

Address: Itasca, IL 60143

Contact: James Long

Email: jameslong@darley.com

Phone: 630-735-3500 x332

Fax: 630-735-3560

HST#: 36-0976610

Submission Details

Created On: Friday December 22, 2023 11:23:23

Submitted On: Wednesday January 31, 2024 14:50:30

Submitted By: James Long

Email: jameslong@darley.com

Transaction #: f78c10d7-4eb6-4995-9ce9-c39545892e46

Submitter's IP Address: 174.58.99.254

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") | W.S. Darley & Co. |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | None |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | Darley |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | Cage - 15852, SAM UEI TENRPZGMAGJ6 |
| 5 | Proposer Physical Address: | 325 Spring Lake Drive, Itasca, IL 60143 |
| 6 | Proposer website address (or addresses): | www.darley.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): | James F. Long - Exec Vice President Fire Equipment Division 325 Spring Lake Drive Itasca, IL 60143 jameslong@darley.com 630-735-3500 |
| 8 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | James F. Long - Exec Vice President Fire Equipment Division 325 Spring Lake Drive Itasca, IL 60143 jameslong@darley.com 630-735-3500 |
| 9 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Tom Darley - Vice President Equipment Sales 325 Spring Lake Drive Itasca, IL 60143 tomdarley@darley.com 630-735-3500 Ryan Darley - Vice President Pump Sales 1051 Palmer St Chippewa Falls, WI 54729 ryandarley@darley.com 612-799-5598 |

Table 2: Company Information and Financial Strength

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

| | | |
|----|--|---|
| 10 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | <p>Darley is one of the oldest and most recognizable names in the fire industry. Our mission is to passionately serve the world's first responder and tactical communities by providing high quality, safe and innovative products with unmatched commitment and service. Established in 1908, by William S. Darley, the family owned and operated company continues through four generations. The company is well known for its fire equipment catalog which has graced fire stations in all 50 states and Canada for over a century. Our supply chain spans over 65,000 sku's from 2500 suppliers including equipment for rescue, water flow, hazmat, pumps, vehicles, suppression, ventilation, thermal imaging, wildland, SCBA, PPE and EMS. We currently have \$28 million of inventory onhand in order to provide products when our customers need it. Darley saw the potential of the internet in the 1990's and launched our first ecommerce website, eDarley.com, in July of 1999. This served as a digital version of our 300-page print catalog and gave customers the ability to place orders 24/7/365. We were one of the first companies in our industry to offer this level of website functionality. A competitive advantage for Darley is we operate both as a distributor of equipment plus and an ISO 9001 manufacturer of fire pumps, skid units and vehicles. Darley has been a proven contractor to the federal government recognized with three Army/Navy E Award for excellent in pump manufacturing during World War II. Our largest customer today is the Defense Logistics Agency (DLA) where we hold several major contracts including TLS Fire and Emergency Equipment Services (F&ESE), Special Operational Equipment (SOE) and FMS Medical. As a partner with the federal government, we are held to the highest standards of quality, reporting, compliance and on time delivery accuracy.</p> <p>At the heart of Darley is our Core Values which include:</p> <p>Integrity -We will act in an honorable and ethical manner. We will do the right thing. We will do what we say we are going to do.</p> <p>Passionate Customer Focus -We will serve customers in a prompt and fair manner while exceeding their expectations.</p> <p>Relationships Based on Respect-We will foster relationships built on trust, mutual respect and solid family values.</p> <p>Teamwork, Empowerment, Inclusion and Development -We will cultivate an environment of teamwork, diversity and empowerment. We will develop leaders and encourage personal and professional growth.</p> <p>Innovation -We will develop innovative solutions and drive technology.</p> <p>Celebration -We will take time to recognize employee efforts and celebrate our Team Darley victories. We will work hard, have fun and make a difference</p> |
| 11 | What are your company's expectations in the event of an award? | Darley expectations in the event of an award are to provide the best possible service and customer experience. We take pride in serving those who serve which means: speed, great communication, and healthy relationships with both vendors & customers. Our goal is to earn your trust and the trust of the customer. We have built our business on delivering and doing what we say we will do; we have been doing it since 1908. |
| 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. | As a 116 year old, 4th generation family owned company with strong roots in the fire equipment industry, Darley is well suited to deliver on this contract operationally and financially. Year after year, Darley delivers profitable results and maintains a strong balance sheet. As we solidify our year-end results, 2023 is shaping up to be one of Darley's best years [as indicated by the financials we've shared]. Our current \$80M revolving credit facility was executed in 2020 with BMO Harris Bank in conjunction with Old National Bank. In August 2023, we renewed this agreement for two years through August 2025. Throughout the term of this credit facility, Darley on average has had ample room to borrow under this line and has not missed any covenant requirements. Darley has no other outstanding debt and maintains a stellar reputation with its banking and trading partners. Darley produces monthly financial statements in accordance with GAAP that are presented quarterly to our external board of directors, and reviewed annually by our accounting firm, Citrin Cooperman & Company, LLP. |
| 13 | What is your US market share for the solutions that you are proposing? | Darley's 2023 Sales of Fire Service Products will exceed \$100M. Darley is recognized as an industry leader in pumps and firefighting equipment. |
| 14 | What is your Canadian market share for the solutions that you are proposing? | Less than 1% of our sales come from Canadian customers. |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No, Darley has never been petitioned for bankruptcy. |

| | | |
|----|--|--|
| 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>Darley is able to provide one of the widest selections of fire equipment to Sourcingwell customers because we are both a manufacturer and distributor.</p> <p>We pride ourselves as being a solutions provider that can source items from wide network of manufacturers well beyond the offering on our website. Distributed products include but are not limited to tools such as pike poles, axes, sledge hammers, halligan bars, bolt cutters, tool kits, shovels, rakes, bars, mounting brackets, saws, air tools, vehicle extrication, Electric Vehicle safety, struts, cribbing, lifting air bags, rescue clothing, rope, rescue rigging hardware, tripods, stretchers and medical kits. Water flow options include nozzles, monitors, water tanks, reels, strainers, hose testers, flow meters, hose, valves and adapters. Other distributed items falling under the scope of this contract are PPE fans, thermal imaging cameras, gas detection, ladders, decon systems, foam and foam systems. Items covered on other contracts but also available - turnout gear, gloves, helmets, boots, bags, flashlights, EMS, SCBA, Virtual Reality Trainers, UAV's, and PPE Washers and Dryers. Darley manufactured items include portable pumps, CAFS, skid units and ATV's.</p> <p>Sample Dealer Agreements are attached</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. | Not Applicable |
| 18 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | Darley has no Suspensions or Debarments |

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 | Earnst and Young - Midwest Entrepreneur of the Year Award Loyola Family Business Heroes Award Inc. 5000 – Fastest growing Company (multiple) Awards Crains Fast Fifty – Chicago's top fifty (multiple) Awards Better Business Bureau Continued A+ Accreditation Award Chicago Tribune Top Work Places 2021 and 2022 |
| 20 | What percentage of your sales are to the governmental sector in the past three years | Over 90 percent of our sales are to the government sector. |
| 21 | What percentage of your sales are to the education sector in the past three years | Education represents less than 1 percent of our company sales |
| 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? | HGAC- Vehicle contract - Approximately \$5 million Cal Fire - \$375,000 Georgia Forestry - \$296,000 Florida Forest Service - \$198,000 |
| 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? | GSA MAS Contract GS-07F-0387Y 2021 - \$2,206,521 2022 - \$15,106,101 2023 - \$10,362,697 47QFNA20D003 - IDIQ 2021 - \$486,624 2022 - \$69,654 2023 - \$0 |

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 * |
|--|---|----------------|
| Detroit Fire Department 1400 Erskine St Detroit, MI 48207 | David P Fornell Director of Fleet and Facilities fornelld@detroitmi.gov | 313-573-4798 |
| BLM-DOI 3833 South Development Ave Boise, ID 83705 | RJ Johnson National Fire Engine Production Mgr rjohnson@blm.gov | 208-387-5424 |
| Hawaii Fire Department 25 Aupuni St. Suite 2501 Hilo, HI 96720 | Kazuo Todd Fire Chief Kazuo.Todd@hawaiicounty.gov | 808-832-2901 |

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 * |
|--------------------------------|---------------|---------------------------|--|---|--|
| Defense Logistics Agency (DLA) | Government | Pennsylvania - PA | Prime Contractor on the Defense Logistics Agency Tailored Logistics Support Program providing first responder and tactical equipment to the US Military and Federal Agencies | Over 10,000 orders fulfilled in the past three years. | SOE - \$33B 10 year F&ESE \$5B - 5 year Darley has received over \$1.7 Billion in orders between 2021-2023 |
| GSA | Government | Texas - TX | MAS and IDIQ Contracts with JPEO-CBRND. First responder and tactical equipment. | 424 Orders | \$13.6M |
| US Department of State | Government | District of Columbia - DC | Providing Dept of State with products including law enforcement, electronics, lighting, night vision, MRO, safety equipment and UAV's. | 4531 Orders | \$11.4M |
| SW Mac | Government | Ohio - OH | Special operational equipment for ground mobility, aerial insertion, maritime/dive, assault zones, weather sensing, information technology, and surveying/mapping, including general apparel/personnel protective equipment, footwear, bags/packs, climbing, survival and navigation, and visual augmentation equipment. | 131 Orders | \$9.7M |
| US Coast Guard | Government | Ohio - OH | Fire Pumps | 92 Orders | \$3.4M |

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. | Darley currently has over 50 field sales reps and managers located in the USA and Canada, supported by a team of 25 inside sales/customer service agents. We also have the ability to partner with thousands of manufacturers in our supply chain for sales calls, product demonstrations, training or problem solving collaboration. In addition, we have a network of OEM's, dealers and service centers that are authorized to sell and support Darley pumps, vehicles and skid units. We have the ability to support requests in all 50 States, Canada plus military bases and international. | * |
| 27 | Dealer network or other distribution methods. | Sourcewell customers can benefit from an ever evolving network of current Darley supply partners as well as new additions. Darley's Supply Partner Team is responsible for building and maintaining supplier relationships. They attend trade shows, conduct supplier site visits, negotiate favorable terms and pricing, ensure that our suppliers understand the contractual terms and conditions and help enforce delivery and quality standards. Products that are not in compliance with certificates of conformance, source inspection or other quality standards are rejected. Suppliers are also subject to due diligence, including, but not limited to, site visits with management, D&B credit reports, and proof of product insurance. Our vendor partners are expected to provide field sales and support, training, competitive pricing, accurate and timely delivery schedules, returns, quality assurance, financial stability and strong reputation for quality products. Darley utilizes a Transportation Managmenet System with a core list of transportation companies that ensures efficient and complettely prices logistics for our customers. | * |
| 28 | Service force. | Should you ever experience any service or product related issues, Sourcewell customers would contact one of our 25 customer service representatives for a fast and easy resolution. Our agents are empowered to work with customers to answer questions, provide quotes, enter orders, confirm deliveries, issue return RMA and help facilitate repairs/parts. Service may also be provided by one of our outside sales reps who can inspect products that don't meet customer expectations. Those that purchase Darley pumps are supported by our engineering team and network of factory trained mechanics. Most items can be returned or exchanged and all are subject to manufacturers' warranties. | * |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | Customers will receive courteous, professional support dealing directly with a Darley team member. Customers can place an order or request a quote directly by phone, email and fax. Additionally, we offer this same functionality and more through our integrated eBusiness suite. Regardless of the sales channel the flow for processing, changing, canceling, and receiving notifications is standardized across all interactions. We provide order acknowledgment within one business day. Darley technology includes Oracle as our main ERP platform, which we use to manage all aspects of the transaction, including sales, ordering, shipping, accounting, and customer and supplier account information. As the hub for managing all transactions, JDE/Oracle is integrated with our ecommerce website, Salesforce and Business Intelligence tools. With Darley, Sourcewell customers will gain a partner with: <ul style="list-style-type: none"> • A proven track record of success for over 116 years • Ability to source difficult to find items • An established purchasing system • A vast network of experienced and thoroughly-vetted suppliers • A growing team of product experts and transportation assets • A solid and scalable foundation of processes, procedures, control mechanicsms, and checks and balances | * |
| 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. | Customer Support is one of the fundamental cornerstones of our business. Over the past year, we have increased the number of customer support personnel at Darley while investing in tools and technology that simplify the order and support request process. Darley understands that effective and responsive customer support is one of the most important factors in selecting a supplier. This involves all facets of customer interface, including research of products, order entry, product delivery, and after-market follow up and service. Our agents are available by phone during normal business hours from 7:00 am - 5:30 pm Monday - Friday Central Time. Customers also have access 24/7 by email. Today, many customers are able to find answers to their questions via our website which is also supported by chat. We operate in a culture of putting the customer first and continous improvement is part of the Darley Quality Management System. Orders receive written confirmation including delivery dates what are monitored by our supply partner team. | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | Darley is proud to support firefighters across the globe with products in over 115 countries having done so since the early 1900's. We look forward to serving the Sourcewell domestic customers, by being responsive to their needs and continually adding new innovative items to this contract. | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | We are willing and able to provide our products and services into Canada. | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | None | * |

| | | |
|----|--|---|
| 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? | None. Darley is in a position to serve all participating entity sectors for this contract. We are not limited to participation with cooperative purchasing contracts. |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | None |

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>Our marketing strategy would include: 1) presence on our website on multiple pages discussing the contract scope and how to utilize as a customer; 2) national press release to widely-read industry publications for promotion on their websites and digital communications; 3) social media discussing the contract benefits and scope; 4) search marketing to capture those actively looking for a solution to drive them to the contract; 5) email communication announcing and explaining the contract to key buyers who may be interested in utilizing; and 6) print collateral for in-field sales representatives to share with prospective customers. Darley is committed to working with Sourcewell to expand the outreach of the contract and to grow awareness of the program and its offerings to current and future customers. Darley has a robust marketing and publications department staffed by six dedicated personnel who have talent and expertise in market analysis, catalog creation, print, and digital campaigns, e-blasts, blogs, product photography, videos, and more.</p> <p>Promotion of the Sourcewell contract will also take place by the interaction between Darley and our customer base. This may occur during a customer visit, conversation with a Darley customer service representative or visit to the Darley booth at trade shows like FDIC.</p> |
| 37 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | We are a digital-first marketing organization that leverages digital technology and data in effective, ethical and privacy-compliant ways. We have a regular social media strategy that shares industry content to our thousands of followers. We employ paid promotion on social media to better target relevant buyers based on their profile information and industry affiliations. We do paid search marketing to ensure top-of-page listing position for those relevant customers actively searching for a solution we provide. We develop search engine optimized content on our accessible and modern website using best in class metadata techniques, tags and keywords. We do remarketing based on site visitors and their page experience. We offer opt-in email lists and lead-gen forms that create effective email nurture campaigns. We target buyers online based on their email to ensure appropriate targeting and frequency. We have a full-time website manager as well as digital marketing manager. |
| 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? | Sourcewell will continue to register community leaders and procurement professionals nationwide and drive them to the Sourcewell website to understand the process and find the most relevant contracts and partners for their needs. The building of the Sourcewell community along with the how-to resources and media awareness content on the benefits are huge promotional activities that would assist Darley. Additionally, a press release or email notification to existing members on the new contract would be beneficial promotion. Finally, we would also look to Sourcewell's Supplier Portal for helpful collateral. For integration into our sales process, Sourcewell will be a featured option in relevant lead nurture campaigns and follow-up. We would use the agency lookup to see if our prospects already participate in Sourcewell and notify them of our contract status as well. Also, we will include the option on all sales development collateral and include as a trusted path-to purchase during the sales cycle at the earliest stage possible. |
| 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 use e-procurement ordering process that includes an account-based authentication and experience on the front-end using Adobe and Salesforce, connecting to product information management to ensure tailored product experience and pricing and linked in the backend to our ERP Oracle JD Edwards. |

Table 8: Value-Added Attributes

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

| | | | |
|----|--|---|---|
| 40 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | Darley field sales reps actively engage customers and help identify needs and requirements. They can assist with identifying the best product solution and can often arrange for product demonstrations or follow up visits with a manufacturer's Subject Matter Expert. Factory visits are also offered as a way to better understand the items being proposed. These visits may also include a training element. Darley will offer a semi-annual pump school at our Chippewa Falls, WI manufacturing plant at no cost to Sourcewell customers. Darley is also partnered with training companies for a customer solution that would be quoted based on the customer's requirements. | * |
| 41 | Describe any technological advances that your proposed products or services offer. | Innovation is part of our Core Value statement at Darley. We have a reputation for engineering excellence in our manufactured products. The Darley 2BE10YD damage control pump was designed for the Navy in 1996 and has no equal. When FEMSA need a solution for fire protection, Darley responded. Our company was one of the first to bring Compressed Air Foam Systems to the marketplace. As a defense contractor, we are uniquely qualified to bring new unclassified technology used by our military to the fire service. One of our best new offerings are solutions for Electric Vehicle Fires including the Fire Blanket and Emergency Plug. | * |
| 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>Corporate Social Responsibility is an important initiative at Darley including Sustainability. Darley installed Elkay EZH2O Bottle Refill Stations at our Itasca headquarters that provide filtered and chilled drinking water for all employees. Since the stations were installed in 2017, the refill stations have saved over 110,618 water bottles.</p> <p>Darley also invested in solar panels for the roof of our headquarters building. They were installed at the end of 2020 and to date we have produced 262.624MWh of solar energy reducing our total utility usage by 75%. The environmental benefits are significant as this has saved 406,668.352 lbs of CO2 emissions which is equivalent to planting 3,073 trees.</p> <p>Other changes at this facility includes LED lighting, use of eco friendly packaging materials, new building air purifying system, automated temperature regulation.</p> <p>At our Chippewa Falls, WI manufacturing plant we have added:</p> <ul style="list-style-type: none"> - LED lighting to our manufacturing floor - CNC machine coolant recycling to our machine shop. - Joined participation in the solar use program with Xcel energy. - Over 50% of our power comes from renewable energy. - Advanced load shedding/balancing to reduce power consumption during utility peak power periods, which reduces emissions from power plants. - Replaced all reciprocating engines with electric motors for pump testing. - Installed HVAC smart use control system in office to reduce energy consumption and improve thermal control. - Darley recycles all water used for testing. - Filtration system to recycle and reuse oil used for pump testing. - New water cooler that has bottle fill capability. - Programmable, lights on/off management system in machine shop to conserve power. - Automatic paper towel dispensers throughout the entire facility and have reduced our consumption. - Recycle paper, bottles, cans, used computer equipment. - Recycle chips from all our machining. <p>Disaster Relief</p> <p>We have made a number of water donations, both short and long-term, to help those without clean drinking water. The Flint, MI water crisis began in 2014 and continues on today. We have delivered over 25 trailers of water and we're working with point of entry water treatment solutions to ensure no lead-contaminated water can get into homes. We're doing this work with the National Clean Water Collective.</p> <ul style="list-style-type: none"> - During Hurricane Ida in September 2021, we sent 5,000 gallons of water to Ferrara Fire Apparatus and another 10 trailer loads of water to different non-profits. - During the 2021 Texas ice storm, where 10 million people lost power, we sent 200+ pallets of water over 3 weeks. - In January 2022, after a New Year's Eve wildfire in Boulder displaced so many people in Erie, CO, we sent a trailer load of water to them. - We also support solar and wind-powered water treatment in Nepal and Tanzania to empower the local communities to be able to clean their own water. | * |

| | | |
|----|---|--|
| 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. | We encourage our suppliers to offer more eco-friendly products. Some of the more recent offerings include new environmentally safe firefighting foam concentrates, PFAS free alternative in PPE, more efficient lighting products, sorbents made of natural ingredients. |
| 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. | Darley is neither a Women or Minority Business Entity WMBE or Veteran Owned. Darley is considered to be a Small Business by federal standards. Darley believes we are a most responsible partner when we can offer our customers the option of suppliers that have these statuses. Our company currently has a number of suppliers that are WBE, SBE, MBE, DVBE and we are committed to offering partnerships with these entities. |
| 45 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | Darley is uniquely qualified as both a manufacturer and distributor. We offer stability and the personal touch offered only by a century old family business. As a fire truck and pump builder, we understand the rigors of the fireground like no other. Some companies claim to be a one stop shop, but Darley truly is. Our team continues to shine on DoD contracts with strenuous quality and delivery standards. |

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 * |
|-----------|---|---|
| 46 | Do your warranties cover all products, parts, and labor? | Manufacturers' warranties will apply on all products we sell on the Sourcewell contract. Our pump warranty is the best in the industry covering parts and labor for 3 years or 3000 hours of operation. |
| 47 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | Warranties cover defects in workmanship and are often void if products are not used correctly. Customers should reference each manufacturer's warranty for more information. |
| 48 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | Darley pump warranties cover all costs handled by local service centers for 3 years or 3000 hours of operation. Other manufacturers warranties rarely cover travel. In most cases, sending a replacement part or new item is the preferred route. |
| 49 | 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? | We have a network of technicians and service centers across the USA and Canada and committed to customer satisfaction and support on all sales. |
| 50 | 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? | Darley will support all products sold by us and will work directly with the customer for a resolution regardless of whether its a Darley manufactured item or a manufacturer we represent. |
| 51 | What are your proposed exchange and return programs and policies? | Returns - When returning any part of your order, please contact our customer service department FIRST by sending us an email or calling 800-323-0244 with the Darley order number and the specifics of your situation. If you return a package, a representative will provide you with an Instructions For Returning Merchandise form to enclose in the package. Carefully repack the merchandise using the original packing material, if possible, to prevent damage in transit. All returned items should be in the same condition as when delivered. Packages can be sent to W.S. Darley & Co., 325 Spring Lake Drive, Itasca, Illinois, 60143 USA. Please insure it for full value and keep all your postal and insurance receipts. |
| 52 | Describe any service contract options for the items included in your proposal. | With our existing supplier relationships, we can offer service contracts based on a customer requirements. Pricing would be based on individual specifications. |

Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * |
|-----------|--|--|
| 53 | Describe your payment terms and accepted payment methods. | Standard Terms: Net 30. Check, ACH, Wire Transfer are accepted methods of payment. |
| 54 | Describe any leasing or financing options available for use by educational or governmental entities. | Third Party financing options are available upon request. |
| 55 | 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. | Darley will accept orders that are phoned in, mailed, faxed, emailed, EDI or placed on our website. We make it easy for the customer to do business with us. Copies of our transaction documents and procedures are uploaded. |
| 56 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | Darley accepts Visa, MasterCard or American Express. We will waive credit card processing fees for Sourcewell customers. Municipalities and government agencies in good standing will be eligible for Open Account terms. |

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 * |
|-----------|---|---|
| 57 | 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. | In order to provide Sourcewell customers with a simple pricing model Darley is offering discounts off Manufacturers' List pricing. Attached is a spreadsheet with discounts by brand. |
| 58 | 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. | Discounts will range from 10% - 40% depending on the brand. Sourcewell will receive heavily discounted pricing as a preferred account. |
| 59 | Describe any quantity or volume discounts or rebate programs that you offer. | Additional discounts will be offered for large buys based on the market basket, possible concessions from suppliers as well as market conditions. |
| 60 | 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. | Our customer service team can assist customers with sourcing new or special order items. We anticipate continually adding more items on to the contract and are in a position to provide open market bids placed on a cost plus option with full transparency. |
| 61 | 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. | In most cases, our quotations will be for the cost of goods or services and transportation fees. Unless otherwise listed directly on our quotation, no additional charges will be added. |
| 62 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | Prices are FOB origin, with shipping costs additional. Darley will arrange for the most cost effective method of transportation. Orders being delivered in the Continental United States will ship via standard UPS Ground. Merchandise weighing in excess of 70 lbs. or with an overall package size 108" (length/girth) will be sent motor freight at an additional charge. Additional fees may apply for Hazmat or special delivery options. Next Day or Expedited shipping is also available. Darley uses a Transportation Management System for selection of LTL and truck load carriers. Our customer service team can provide advance price quotations as requested. |
| 63 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | As stated above, shipping charges will be paid by the customer. Darley will ship to customers in Alaska, Hawaii, Canada or an off shore location. Please contact our customer service team for a shipping price estimate, carrier and leadtime. |
| 64 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | Current onhand inventory at Darley locations is \$27 million to provide customers with timely shipments. Also offered with this proposal are kitting options as well as consolidated single shipments. Darley is experienced in shipping products to military bases both CONUS and OCONUS. We have international fire service customers around the world and are knowledgeable in packaging, customs, documentation, export licenses and financial payment instruments like Letters of Credit. |

Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|-----------|---|---|
| 65 | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | Discount Price Schedule has been uploaded |

Table 13: Audit and Administrative Fee

| Line Item | Question | Response * |
|-----------|--|--|
| 66 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | Darley intends to self audit with full transparency to verify full compliance with our contractual needs. We operate in an ISO 9001 environment and have the infrastructure to monitor transactions in compliance with DLA contracting. Darley employs a Chief Ethics and Legal Officer on staff as part of our commitment to doing things right. |
| 67 | 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. | Gathering data on the Sourcewell customers and transactions will allow us to better serve your needs. Some of the metrics we intend to track includes (1) Customer Sales (2) Product Sales by SKU (3) Pin Drop Geographic Map of Customer by Location (4) On Time Delivery Performance (5) Quality Issues or Returns (6) and Requests for New Products to Be Added. It is also important to survey our customers to better understand their needs and areas for improvement. |
| 68 | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | Darley is proposing a 1.5% of sales admin fee under this contract payable quarterly. |

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

| Line Item | Question | Response * |
|-----------|--|---|
| 69 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | Darley is able to provide one of the widest selections of fire equipment to Sourcewell customers because we are both a manufacturer and distributor. We pride ourselves as being a solutions provider that can source items from wide network of manufacturers well beyond the offering on our website. Distributed products include but are not limited to tools such as pike poles, axes, sledge hammers, halligan bars, bolt cutters, tool kits, shovels, rakes, bars, mounting brackets, saws, air tools, vehicle extrication, Electric Vehicle safety, struts, cribbing, lifting air bags, rescue clothing, rope, rescue rigging hardware, tripods, stretchers and medical kits. Water flow options include nozzles, monitors, water tanks, reels, strainers, hose testers, flow meters, hose, valves and adapters. Other distributed items falling under the scope of this contract are PPV fans, thermal imaging cameras, gas detection, ladders, decon systems, foam and foam systems. Items covered on other contracts but also available - turnout gear, gloves, helmets, boots, bags, flashlights, EMS, SCBA, Virtual Reality Trainers, UAV's, and PPE Washers and Dryers. Darley manufactured items include portable pumps, CAFS, skid units and ATV's. |
| 70 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | Darley is able to furnish products in all the product categories listed on this solicitation and through our extensive supply chain network offer special order items for first responders. We anticipate continually adding new items to the program based on customer feedback. |

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 |
|-----------|--|--|---|
| 71 | Equipment, tools, supplies, and accessories used for all types of fire and rescue service, including structural firefighting, wildland firefighting, vehicle extrication, technical rescue, vehicle and aircraft rescue, HazMat, and EMS | <input checked="" type="radio"/> Yes <input type="radio"/> No | Darley's offer including products from all these categories. Examples are listed in our response to Questions 72- 83. |

| | | | | |
|----|--|--|---|---|
| 72 | Firefighting water flow equipment | <input checked="" type="radio"/> Yes <input type="radio"/> No | Nozzles Monitors Adapters Caps & Plugs Valves Appliances Manifolds Strainers Folding Water Tanks Hose Testing Equipment Fire Hose Reels Hose Wrenches Hose Washers Hose Clamps Storz Adapters | * |
| 73 | Fire pumps, skid units, and compressed air foam systems (CAFS) | <input checked="" type="radio"/> Yes <input type="radio"/> No | Darley manufacturers a complete offering of firefighting pumps including Portable Pumps, Skid Units, Engine Driven and Compressed Air Foam Systems | * |
| 74 | Firefighting suppression | <input checked="" type="radio"/> Yes <input type="radio"/> No | Extinguishers Foam Piercing Nozzles Foam Eductors Hose Valves and Adapters | |
| 75 | Firefighting attack, ventilation, and rescue tools | <input checked="" type="radio"/> Yes <input type="radio"/> No | Axes Pike Poles Halligan Bars Cutters Mounting Brackets Tool Kits Shovels Gas and Battery Powered Saws Air Rescue Tool Kits Vehicle Extrication Equipment Cribbing Vehicle Stabilization Rescue/Extrication Gloves and Helmets High Angle Rescue Rope Rigging Hardware Ice Rescue Confined Space Rescue PPV Fans Remote Area Lighting Flashlights | |
| 76 | Thermal imaging and similar situational awareness equipment | <input checked="" type="radio"/> Yes <input type="radio"/> No | Thermal Imaging Cameras | |
| 77 | Extrication tools and equipment | <input checked="" type="radio"/> Yes <input type="radio"/> No | Halligan Bars Pry Axes Axes Pike Poles Mounting Brackets Saws Tools Kits Sledge Hammers Pry Bars Chain Kits Air Hammer Kits Cribbing Rescue/Extrication Gloves | |
| 78 | Technical, vertical, trench, and confined space rescue equipment | <input checked="" type="radio"/> Yes <input type="radio"/> No | High Angle Rescue Rope Rigging Hardware Belts Shoring Tripods Blowers | |

| | | | |
|----|---|--|---|
| 79 | Portable ladders | <input checked="" type="radio"/> Yes <input type="radio"/> No | Roof Ladders Pumper Ladders Truss Ladders Combination Ladders Folding Attic Ladders Little Giant Ladders Ladder Mounting Brackets |
| 80 | Hazardous materials (HazMat) response equipment | <input checked="" type="radio"/> Yes <input type="radio"/> No | Gas Detection Hazmat Suits Leak Control Plugs Spill Control Emergency Response Kits Hazmat Tools |
| 81 | Wildland firefighting equipment and upfits for vehicles, ATV/UTVs | <input checked="" type="radio"/> Yes <input type="radio"/> No | Backpacks & Bags Drip Torches Indian Pumps Hose Packs Shovels Fire Swatters Rakes Nozzles Adapters Fire Hose Pumps |
| 82 | Related tools and accessories complementary to the offering of 1.a.i – x | <input checked="" type="radio"/> Yes <input type="radio"/> No | Our offer also includes Electric Vehicle Fire Solutions and Lighting. |
| 83 | Complementary services related to the equipment offered in 1. a. i – x. above, including training, testing, certifications, maintenance or repair, installation and warranty programs | <input checked="" type="radio"/> Yes <input type="radio"/> No | Darley Pump School is held twice a year. |

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

Line Item 84. 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 checked="" type="radio"/> Yes <input 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](#) - Darley Sourcewell Pricing Proposal.pdf - Friday January 19, 2024 14:15:02
- [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Friday January 19, 2024 14:16:12
- [Marketing Plan/Samples](#) - Marketing Plan Samples.zip - Tuesday January 16, 2024 08:47:14
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranties.zip - Monday January 15, 2024 14:25:22
- [Standard Transaction Document Samples](#) - Stnd Transaction Doc Samples and Procedures.zip - Tuesday January 16, 2024 07:45:37
- [Upload Additional Document](#) - ISO Certificate.pdf - Monday January 15, 2024 14:35:40
- Requested Exceptions (optional)

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. - James Long, Exec Vice President, W. S. Darley & Co.

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_1_Firefighting_Equipment_RFP_020124 Fri January 19 2024 12:49 PM | <input checked="" type="checkbox"/> | 1 |

**AMENDMENT #1
TO
CONTRACT # 020124-WSD**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **W.S. Darley & Co.** (Supplier).

Sourcewell awarded a contract to Supplier to provide Firefighting Equipment and Rescue Tools with Related Supplies and Accessories to Sourcewell and its Participating Entities, effective April 2, 2024, through April 4, 2028 (Contract).

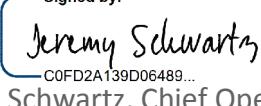
The parties wish to amend the Proposal to ensure compliance with Sourcewell's Procurement Policy and standard government procurement practices.

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

Line item 58 of "Table 11: Pricing and Delivery" of the Proposal is deleted in its entirety and replaced with the following: **"Sourcewell customers will receive heavily discounted pricing as a preferred account. Discounts will be brand specific and referenced on Darley's Price List."**

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

Sourcewell

Signed by:
By: 
Jeremy Schwartz, Chief Operating Officer
COFD2A139D06489...
Date: 2/20/2025 | 6:21 AM CST

W.S. Darley & Co.

DocuSigned by:
By: 
James Long, VP-Fire Equipment Division
4073AD7093CA4A1...
Date: 2/19/2025 | 11:01 AM PST