



Solicitation Number: #020124

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Tempest Technology Corporation, 4708 North Blythe Avenue, Fresno, CA 93722 (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 Sourcwell 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 Sourcwell 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 Sourcwell if this certification changes at any time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

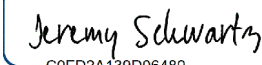
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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

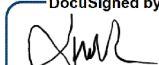
22. CANCELLATION

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

Sourcewell

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/12/2024 | 6:36 AM CDT

Tempest Technology Corporation

DocuSigned by:

17BD3FCEDD4F407...
By: _____
Celso Pierre
Title: General Manager
Date: 4/12/2024 | 11:29 AM CDT

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

Vendor Details

Company Name: Tempest Technology Corporation

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

Address: 4708 N. BLYTHE AVE
FRESNO, California 93722

Contact: Sam Jessup

Email: sam.jessup@tempest.us.com

Phone: 559-277-7577

Fax: 559-277-7577

HST#: 77-0161833

Submission Details

Created On: Friday January 26, 2024 12:55:56

Submitted On: Thursday February 01, 2024 15:32:43

Submitted By: Sam Jessup

Email: sam.jessup@tempest.us.com

Transaction #: f114d8a5-067e-4339-8203-b1947f469c44

Submitter's IP Address: 50.168.48.2

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") | Tempest Technology Corporation | * |
| 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. | NONE | * |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | CAGE: 0EZ87 UEI: SV49LA5RY9V9 | * |
| 5 | Proposer Physical Address: | 4708 North Blythe Avenue Fresno, California 93722 USA | * |
| 6 | Proposer website address (or addresses): | www.tempest.us.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): | Alexis Labbe President alexis.labbe@tempest.us.com 4708 North Blythe Avenue Fresno, California 93722 USA 559.277.7577 | * |
| 8 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Alexis Labbe President alexis.labbe@tempest.us.com 4708 North Blythe Avenue Fresno, California 93722 USA 559.277.7577 | * |
| 9 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Sam Jessup Marketing and Inside Sales Manager sam.jessup@tempest.us.com 4708 North Blythe Avenue Fresno, California 93722 USA 559.277.7577 | |

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>MISSION: Protect and save lives.</p> <p>HISTORY: Tempest was founded over 30 years ago with the goal to design and build the toughest and most reliable firefighting equipment. We made a significant adjustment to broaden our product range to impact more lives.</p> <p>In 2018, we joined the Leader Group (founded 35 years ago) to extend our reach as a world-class player in Firefighting and Search operations. We design and supply firefighting, search and rescue professionals and security managers with the highest quality high-tech and reliable products for every circumstance to help to save lives, protect and rescue people and assets.</p> <p>CORE VALUES: Responsiveness, Professionalism, Teamwork, Entrepreneurship, Listening, Innovation.</p> | * |
| 11 | What are your company's expectations in the event of an award? | <p>We expect to continue to provide the highest quality firefighting products and services at a large volume based upon the strictest adherence to the highest standards that our customers rely upon.</p> <p>With the award, we will be able to bring the best service to the firefighting market – this is for both end users and the individuals that rely upon them.</p> | * |
| 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. | <p>Tempest is part of the LEADER GROUP which was formed 35 years ago. Our complete group consists of firefighting manufacturers dedicated to the same mission; protect and save lives.</p> <p>Tempest Technology Corporation was incorporated in 1987 and is an American company with manufacturing based in Fresno, California. We operate stocking locations in Texas and North Carolina as well as within our base of operations in Fresno. We have a solid network of over 250 Dealers in the United States and Canada.</p> <p>BIOEX SAS and BIOEX Inc. has been the leader in eco-friendly firefighting foam concentrates manufacturing since 1998. Formulating and manufacturing highly efficient and eco-friendly Fluorine-Free Foam concentrates.</p> <p>LEADER Photonics was founded in 2000 and has since become the technological driving force for infrared cameras especially for fire fighters worldwide.</p> <p>LEADER SAS was founded in 1985 to develop, manufacture and supply increasingly high-performance search & rescue and firefighter equipment.</p> <p>Zelup was founded in 2017 to improve firefighter safety and save one of our planet's vital resources: water using the twin-fluid mobile firefighting system.</p> <p>Total turnover for the entire group is \$55 million USD. 170 total employees are present in over 100 countries and more than 1000 dealers worldwide.</p> <p>ATTACHMENTS: Table 02 - FRESNO FIRST BANK REFERENCE LETTER 1.31.24 RFP020124.pdf Table 02 - VALLEY IRON REFERENCE LETTER 1.31.24 RFP020124.pdf Table 02 - FAST SIGNS REFERENCE LETTER 1.31.24 RFP020124.pdf Table 02 - DALE BRISCO REFERENCE LETTER 1.31.24 RFP020124.pdf Table 02 - HUSQVARNA GROUP REFERENCE LETTER 1.31.24 RFP020124.pdf Table 02 - HUSQVARNA CONSTRUCTION REFERENCE EMAIL RFP020124.pdf</p> | * |
| 13 | What is your US market share for the solutions that you are proposing? | <p>35% Ventilation for Fire Fighters (Gas, Electric, Battery)</p> <p>35% Large-Flow Fans (Gas Engine and Hydraulic-Driven)</p> <p>35% Firefighting Rescue Saws (Cutoff Saws and Chain saws – Gas & Battery-powered)</p> <p>35% Urban Search and Rescue (Listening Devices, Cameras, Stability/Movement Detectors, Radars, Confined Space Hard-Line Communication Systems)</p> <p>35% Training Equipment (Flame Generators, Smoke Machines, Smoke Fluid)</p> <p>5% Foam Proportioning Systems (Inductors, Foam Proportioners – Fixed and Portable, Pumps)</p> <p>5% Thermal Imaging Cameras</p> <p>10 % Fire Fighting Foam Concentrates (Fluorine-Free Foams – Class A, Class B, Class A/B)</p> <p>5% Fire Blankets</p> | * |

| | | | |
|----|--|---|---|
| 14 | What is your Canadian market share for the solutions that you are proposing? | 35% Ventilation for Fire Fighters (Gas, Electric, Battery) 35% Large-Flow Fans (Gas Engine and Hydraulic-Driven) 35% Firefighting Rescue Saws (Cutoff Saws and Chain saws – Gas & Battery-powered) 35% Urban Search and Rescue (Listening Devices, Cameras, Stability/Movement Detectors, Radars, Confined Space Hard-Line Communication Systems) 35% Training Equipment (Flame Generators, Smoke Machines, Smoke Fluid) 5% Foam Proportioning Systems (Inductors, Foam Proportioners – Fixed and Portable, Pumps) 5% Thermal Imaging Cameras 10 % Fire Fighting Foam Concentrates (Fluorine-Free Foams – Class A, Class B, Class A/B) 5% Fire Blankets | * |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | NO | * |
| 16 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | We are a MANUFACTURER of firefighting and related products. On payroll – we have a team of outside sales, inside-sales, fabrication, assembly, marketing, finance, servicing of warranty. We sell direct and through a network of dealers. Additionally, we hire third-party contractors as needed for specific projects related to manufacturing and sales. | * |
| 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. | Product Compliance and certification with the following standards: Tempest and Leader Ventilation The performance of our fans is built to Air Movement and Control Association International, Inc. (AMCA) standards and our best-selling models are AMCA certified. BIOEX Fluorine-Free Foams Greenscreen Certified Silver – ECOPOL F Class A & B Wetting Agent & ECOPOL Class B Wetting Agent UL Research Institutes United States Department of Defense QPL: MIL-PRF-32725 Mil-Spec Fire Extinguishing Agent, Fluorine-Free Foam (F3) Liquid Concentrate, for Land-Based, Fresh Water Applications. (Pending) United States Department Agriculture (USDA) Forest Service QPL: ECOPOL F ATTACHMENTS: Table 02 – AMCA WEBSITE SCREENSHOT SHOWING CERTIFIED TEMPEST PRODUCTS RFP020124.pdf Table 02 - CERTIFICATION GREENSCREEN – SILVER RFP020124.pdf Table 02- CERTIFICATION - BIOEX_ECOPOL_A3_Milspec_MIL_PRF_32725_LETTER RFP020124.pdf Table 02 – UL Certification for BIOEX RFP020124.pdf Table 02 – USDA QPL LIST for BIOEX RFP020124.pdf | * |
| 18 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | NOT APPLICABLE | * |

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 | <p>MEMBERSHIPS</p> <p>Fire & Emergency Manufacturers & Services Association (FEMSA/FAMA)</p> <p>American Fire Sprinkler Association (AFSA)</p> <p>Air Movement and Control Association International, Inc. (AMCA)</p> <p>National Fire Protection Association (NFPA)</p> <p>AWARDS:</p> <p>Canadian Airport Procurement Association (CAPA) National Supplier Contract - For Canadian Airports and the Transport Canada's Civil Aviation</p> <p>United States Department of Defense: MIL-PRF-32725 Mil-Spec Fire Extinguishing Agent, Fluorine-Free Foam (F3) Liquid Concentrate, for Land-Based, Fresh Water Applications. (Pending)</p> <p>PRODUCT RECOGNITION</p> <p>Ventilation</p> <p>Air Movement and Control Association International, Inc. (AMCA) standards and our best-selling models are AMCA certified.</p> <p>Multiple United States Patent and Trademark Office Manufacturing Patents</p> <p>BIOEX Fluorine-Free Foams</p> <p>Greenscreen Certified Silver – ECOPOL F Class A & B Wetting Agent & ECOPOL Class B Wetting Agent</p> <p>UL Research Institutes</p> <p>United States Department of Defense QPL:</p> <p>MIL-PRF-32725 Mil-Spec Fire Extinguishing Agent, Fluorine-Free Foam (F3) Liquid Concentrate, for Land-Based, Fresh Water Applications. (Pending)</p> <p>Approved for use for every branch of the United States Department of Defense.</p> <p>(Army/Navy/Air Force/Marines/Coast Guard/National Guard/OCONUS & CONUS / Public airports, Civilian airports)</p> <p>United States Department Agriculture (USDA) Forest Service QPL: ECOPOL F</p> <p>U.S. Department of Homeland Security – Federal Emergency Management Administration (FEMA) Cache list for USAR equipment listed and approved by FEMA for use by the FEMA Urban Search and Rescue Task Force.</p> |
| 20 | What percentage of your sales are to the governmental sector in the past three years | <p>85% of all Sales are related to Government.</p> <p>Government agencies related to Firefighting business are– Cities, Municipalities, Counties States/Provinces, US Department of the Interior- Bureau of Land Management (BLM), Department of Natural Resources (DNR), Fire departments, FEMA Teams, Task Force Teams – USAR</p> |
| 21 | What percentage of your sales are to the education sector in the past three years | <p>10% of our sales are directed to support fire training facilities, fire schools, fire academies, and training centers.</p> |
| 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? | <p>TEMPEST – Firefighting ventilation equipment - Total orders encompass \$2,500,000 since 2021.</p> <p>Fluorine-Free Foam to the Canadian Airport Procurement Association (CAPA) - \$600,00 in fulfilled orders since 2021.</p> |
| 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? | <p>GSA – Government Services Administration</p> <p>We supply firefighting equipment to more than 6 GSA contract-holders.</p> <p>Total orders encompass \$2,500,000 since 2021.</p> <p>ADS, INC \$11,600</p> <p>TOM SMITH FIRE \$207,000</p> <p>NOBLE \$11,000</p> <p>WS DARLEY \$323,000</p> <p>GRAINGER \$1,135,000</p> <p>L N CURTIS \$983,000</p> |

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 * | |
|---|--|----------------|---|
| UNIVERSITY OF ILLINOIS FIRE SERVICE INSTITUTE | Jim Keiken, Director | (217) 333-3800 | * |
| MOSITES, INC. Pennsylvania Turnpike Commission | Derrick Jeannerett, PE, Director of Heavy Operations | 412-923-2255 | * |
| US Department of the Interior - Bureau of Land Management - Idaho | Mary D'Aversa, District Manager | (208) 524-7500 | * |

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 * | |
|---|---------------|--------------------|---|--|----------------------------------|---|
| State of Pennsylvania Turnpike Authority | Government | Pennsylvania - PA | 2 MVU for Pennsylvania Tunnel Ventilation | 2 Mobile Ventilation Units – Large Flow Fans | \$600,000 | * |
| US DEPARTMENT OF INTERIOR Bureau of Land Management | Government | Idaho - ID | Fluorine Free Firefighting foam | 960 5-gallon pails of Firefighting Foam | \$90,000 | * |
| University of Illinois Fire Institute | Education | Illinois - IL | USAR EQUIPMENT | USAR Equipment Leader Hasty, Search, WASP | \$96,000 | * |
| CANADIAN AIRPORT PROCUREMENT ASSOCIATION | Government | ON - Ontario | 3-year contract to Supply Fluorine Free Firefighting foam | 50 to 100 (265 Gallon Totes of Fluorine-Free Firefighting Foam | \$550,000 | * |
| NAVAJO NATION | Government | Arizona - AZ | Thermal Imaging Cameras | 43 Thermal Imaging Cameras and accessories | \$180,000 | * |

Table 6: Ability to Sell and Deliver Service

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

| Line Item | Question | Response * |
|-----------|--------------|--|
| 26 | Sales force. | <p>25 FULL TIME TEMPEST STAFF</p> <p>3 TEMPEST INSIDE SALES STAFF - Fresno, California</p> <p>Each Inside Sales employee supports a Tempest Sales Director and their supporting rep group</p> <p>Ryan Gonzalez Brenda Reyes Jorge Mercado</p> <p>4 TEMPEST OUTSIDE SALES DIRECTORS: Campbell Rice – Union City, Tennessee - Stephen Sightler – West Columbia, South Carolina</p> |

| | | | |
|----|---|--|---|
| | | <p>Alexander Barragan – Kyle, Texas Alexis Labbe – San Diego, California</p> <p>2 INTERNATIONAL SALES DIRECTORS: Asia/Pacific and Middle East Sofian Hamila – Kuala Lumpur, Malaysia – via Leader Group Central and South America Rafael Ortigosa – Barcelona, Spain - via Leader Group</p> <p>17 OFFICE, ASSEMBLY & LOGISTICS Marcus Dixon – Site Manager Sam Jessup- Marketing & Inside Sales Manager Bill Allen – Product Manager & Product Engineer Rick Murrieta- Shop Supervisor Jose Saldivar – Buyer/Planner Lorene Caro - Controller Karl Moutsi – Controller Lila Freeman - Accounts Payable/Accounts Receivable Dara Kreng – Shipping / Assembly Kevin Jones - Fabrication Jonathan Chavez- Fabrication Tanner Allen – Fabrication Asif Khan – Assembly Christopher Nance – Assembly Asif Khan - Assembly Mario Valdivia – Assembly Ryan Simone - Assembly</p> <p>7 REPRESENTATIVE GROUPS/SALES AGENCIES - Supporting Tempest Sales Directors</p> <p>34 Total Full-Time Sales Staff</p> <p>8 FULL-TIME SALES STAFF Holt & McArdle – Garnett Valley, Pennsylvania Managing accounts in Connecticut, Delaware, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, Virginia</p> <p>6 FULL-TIME SALES STAFF RC Bremer Sales & Marketing – Kenosha, Wisconsin Managing accounts in Iowa, Kansas, Kentucky, Illinois, Indiana, Michigan, Minnesota, Missouri, Nebraska, North & South Dakota, Ohio, Wisconsin, West Virginia</p> <p>4 FULL-TIME STAFF Elliott Donnelley Group (EDGE PPE) – Elburn, Illinois Managing accounts in Iowa, Kansas, Kentucky, Illinois, Indiana, Michigan, Minnesota, Missouri, Nebraska, North & South Dakota, Ohio, Wisconsin, West Virginia</p> <p>2 FULL-TIME SALES STAFF Go4th Sales and Marketing – Senoia, Georgia Managing accounts in Alabama, Florida, Georgia, Mississippi, North Carolina, South Carolina, Tennessee</p> <p>3 FULL-TIME SALES STAFF ISK Industries – Chicago, Illinois Managing accounts For W.W. Grainger - nationwide</p> <p>4 FULL-TIME SALES STAFF Castle Sales & Marketing - Castle Rock, Colorado Managing accounts in Utah, Colorado, New Mexico, Arizona, Nevada</p> <p>2 FULL-TIME SALES STAFF Direct Sales – Wilsonville, Oregon Managing accounts in Alaska, Arizona, California, Colorado, El Paso (Texas), Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming</p> <p>2 FULL-TIME SALES STAFF CAM Associates – Itasca, Illinois Managing accounts in Illinois, Indiana, Minnesota, North Dakota, South Dakota, Wisconsin</p> <p>ATTACHMENT: Table 06- SALES TEAM.pdf</p> | |
| 27 | Dealer network or other distribution methods. | At least 755 active dealers and customers across the US/Canada | * |

| | | | |
|----|---|--|---|
| 28 | Service force. | <p>4 WARRANTY & SERVICE CENTERS LOCATED ACROSS THE UNITED STATES</p> <p>Tempest Technology – Fresno, California Jefferson Fire & Safety – Middleton, Wisconsin CASCO - Shreveport, Louisiana Northeast Rescue – Dedham, Massachusetts</p> <p>3 FULL-TIME STAFF RETURN AUTHORIZATION TEAM</p> <p>Return Material Authorization is the process of returning Tempest and Leader equipment to either receive a refund, replacement, or repair during the product's warranty period or as a repair request. Tempest and customer determine how to coordinate the merchandise or issue, which could be a refund, replacement or repair in a timely manner.</p> | * |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | <p>AS PROPOSER</p> <p>We will accept any Direct Purchase Order from customers ordering our products via the Sourcwell contract and Purchase Orders for our products from entities awarded by Sourcwell accessing the contract.</p> <p>We will also accept Purchase Orders coming from our dealers who may also be awarded by Sourcwell.</p> | * |
| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | <p>Below are our standard Customer Service policies.</p> <p>COMMITMENTS</p> <p>DEEP PRODUCT KNOWLEDGE.</p> <p>We are committed to providing correct answers. We are committed to providing correct answers without further research. If the team member needs to do research, we are committed to following up with the customer.</p> <p>FRIENDLY</p> <p>We are committed to greeting customers by name. We commit to active listening, and we don't interrupt.</p> <p>TIME IS SHORT</p> <p>We are committed to short hold times. We are committed to short transfer times</p> <p>CUSTOMER SERVICE PROMISE 1: ORDER ACKNOWLEDGEMENTS ARE PROMISED TO BE SENT WITHIN 24 HOURS FROM RECEIPT OR PURCHASE ORDER. Order Acknowledgements are sent electronically</p> <p>CUSTOMER SERVICE PROMISE 2: WE INVOICE ONLY WHEN AN ORDER HAS BEEN SHIPPED Invoices are sent electronically</p> <p>CUSTOMER SERVICE PROMISE 3: PRODUCT QUOTE REQUESTS ARE PROVIDED WITHIN 4 HOURS Except for Large Flow and MVU products which require more labor to quote</p> <p>CUSTOMER SERVICE PROMISE 4: FREIGHT QUOTE REQUESTS ARE PROVIDED WITHIN 2 HOURS</p> <p>CUSTOMER SERVICE PROCEDURES</p> <p>Our Customer Service is a robust and dedicated team of Inside Sales professionals eager to assist every customer and direct them to needed resources. The team knowledgeably answers product questions, informs the customer of pricing, discounts and offers guidance as needed on any related issue.</p> <p>STEP 1</p> <p>Our Distributors, Dealers and other customers routinely submit all orders are accepted via a dedicated email account – response@tempest.us.com</p> <p>We use SAGE 100 ERP to manage and build new accounts/customers, enter items, enter Purchase Orders, submit Order Acknowledgements to customers and later, invoice when we ship our products.</p> <p>STEP 2</p> <p>The Purchase Order is assigned to an Inside Sales employee. Inside Sales/Customer Service correctly identifies the customer, validates items and pricing. Applies the appropriate discount and current stock.</p> | |

Some products require lead-time and it is the employee's role to determine lead time with the Shop Supervisor the length of time it will take to prepare the item for shipping.

A shipping date is entered in the Sales Order

If there are any variations in price or any issue with a part number, the teammate is authorized to contact the customer directly

Once the purchase order is entered, it is saved and becomes a Sales Order – It is printed out for filing, emailed directly to the customer as a Portable Document Format (PDF) file. The printed version is stapled to the original PO and is ready for filing once we invoice.

A team member validates the Sales Order against the Purchase order to double-check accuracy – destination, discounts, quantity ordered, etc.

STEP 3

A picking sheet is generated on the estimated day of shipping so that the logistics and shipping team can gather the items, package or palletize them for shipment.

For small package shipments, we ship via FEDEX and provide tracking numbers.

For any shipments weighing over 100 lbs, the shipping team will coordinate freight directly with an LTL provider and provide tracking numbers.

For BIOEX Foams, one of our Customer Service team coordinates with the freight company, arranges shipping from one of our warehouses either in Fresno or off-site for delivery to the customer and provide tracking numbers.

For international shipments, the team coordinates with our dedicated forwarder, prepares Commercial Invoices, Packing Lists and schedules pickup. We then provide tracking numbers

STEP 4

When the product is ready to ship, the logistics team gathers the items, logs the serial numbers, logs the tracking number, and loads the final invoice into the invoice batch in our ERP.

Freight charges, when applicable, are added at time of shipment.

STEP 5

An inside Sales staff validates the Invoices, checking that all items were included, discounts were applied and the invoices are submitted to the customer electronically.

RETURN AUTHORIZATION

Our Return Authorization procedures follow the same path as our customer service team.

STEP 1

After our technical team has exhausted the troubleshooting of a problem, and RA is logged in our SAGE ERP

STEP 2

The Tempest employee generates a call tag for the product to be shipped to a service center.

RA Staff are expected to communicate clearly and effectively with end users, and Tempest staff to quickly resolve issues and ensure customer satisfaction.

STEP 3

Once the item arrives in our service center the product is evaluated and diagnosed for necessary repairs.

Detailed Records of interactions with customers, installation activities, reported issues, and completed solutions along with any further actions required of management or repair personnel.

Assists the purchasing department to develop stock program supporting repairs and part replacements and keep track of supply chain issues.

Accurately answer phone calls in a friendly, energetic, professional and polite manner.

Communicate with Tempest dealers or end users by communication, emails and sending the end user or dealer the information required to have product returned to Tempest.

Oversee daily RMA huddles to cover current RMA status and to assist in resolving

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| | | any issues that might cause repair delays. | |
| | | STEP 4 Provide end users or dealers with estimated ship date or repair status. | |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | <p>It is our company's mission to protect and save lives. Partnering with the Sourcewell team and related entities will allow us to have an even greater impact on the lives of people who can be protected and saved. It is that purpose that unites our professional teams to seek excellence in everything we do.</p> <p>We have the capacity to support the highest quality firefighting equipment. We plan and ascertain product demand well in advance so that we can activate our supply chains to fulfill orders in a timely manner. To cite an example, we anticipated a very large order of 150 our Fire Rescue Chain Saws for the City of San Francisco Fire Department. With active planning, by the time their purchase order arrived in our Fresno office, we fulfilled the order within 3 days.</p> <p>We set product stock purchase points to anticipate future orders and we maintain a solid stock level so that every order can be fulfilled within 2 weeks or less.</p> <p>Our supply chain is solid, reliable, and with every order we accept, we provide quality and accurate lead times. In the rare occasions when our supply chains slow down, we intentionally communicate with our customers to explain the matter and provide updated target dates.</p> | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | <p>Our Canadian customers are equally important to our domestic customers.</p> <p>It is our company's mission to protect and save lives. Partnering with the Sourcewell team and related entities will allow us to have an even greater impact on the lives of people who can be protected and saved. It is that purpose that unites our professional teams to seek excellence in everything we do.</p> <p>We have the capacity to support the highest quality firefighting equipment. We plan and ascertain product demand well in advance so that we can activate our supply chains to fulfill orders in a timely manner. To cite an example, we anticipated a very large order of 150 our Fire Rescue Chain Saws for the City of San Francisco Fire Department. With active planning, by the time their purchase order arrived in our Fresno office, we fulfilled the order within 3 days.</p> <p>We set product stock purchase points to anticipate future orders and we maintain a solid stock level so that every order can be fulfilled within 2 weeks or less.</p> <p>Our supply chain is solid, reliable, and with every order we accept, we provide quality and accurate lead times. In the rare occasions when our supply chains slow down, we intentionally communicate with our customers to explain the matter and provide updated target dates.</p> | * |
| 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 | * |
| 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 * |
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| 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>We have a multi-tiered marketing strategy that we will use to promote the Sourcewell contract with each of the strategies below.</p> <p>PRINT STRATEGY Printed materials such as catalogs, cut sheets, comparison sheets and detailed operations manuals</p> <p>DIGITAL STRATEGY We use Tempest.us.com, email signatures, scheduled email blasts, ecommerce support, social media, an exhaustive digital library to be shared internally with our dealers and sales team as well as externally with customers.</p> <p>VIDEO STRATEGY Demonstrations for Fans, Saws, USAR and Firefighting Foam, product announcements, and product training.</p> <p>TRADE SHOW STRATEGY We believe strongly in creating in-person relationships with dealers, customers and potential customers. As a result, we are scheduled to participate in 50 trade shows in 2024. We participate in local, regional, national and international trade shows. Whether we are hosting a booth or supporting a dealer at theirs, we believe that relationships are the best way to provide expertise and our contract with Sourcewell will be a tool we intend to use skillfully. Our customers rely on us to be experts in our field and as trusted experts, we will use these opportunities to help our customers save time and resources employing a Sourcewell contract.</p> | * |
| 37 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | <p>We use the latest technology and digital tools to be effective and optimize our opportunities with fewer resources.</p> <p>Our entire organization uses Microsoft Teams for shared Office tools, spreadsheets, note taking, and video conferencing.</p> <p>All marketing materials are produced with Adobe Creative Suite software – Illustrator, Photoshop, InDesign, Acrobat and Premier as well as Apple's Final Cut Pro for video.</p> <p>All cut sheets, comparison sheets, operations manuals, and instruction guides are created with Adobe InDesign and published and optimized as PDF.</p> <p>We maintain a massive Digital Marketing Hub using Google Drive and host every product cut sheet, product photography and training videos for sharing.</p> <p>We use a web tool called Hootsuite to track all social media interactions and build valuable metrics for future interactions.</p> <p>We use ZOHO CRM for tracking customer behavior, leads and prospects as well as email tracking and other interactions.</p> <p>ATTACHMENTS: Table 07- Marketing Plan Tempest Product CATALOG RFP020124.PDF Table 07- Marketing Plan Tempest-Ventmaster One Sheet RFP020124.pdf Table 07- Marketing Plan USAR One Sheet RFP020124.pdf Table 07 - Marketing Plan VS1-2 Competitive Advantages RFP020124.pdf Table 07 - Marketing Plan VENTMASTER K1 SAW Competitive Advantages RFP020124.pdf</p> | * |
| 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? | <p>Sourcewell will likely host on their Suppliers & Contracts page a list of available participating entities, contact links, and other contact information, etc. There will be some follow-up with customers that are working on Sourcewell-awarded contracts to assure that terms are honored.</p> <p>A Sourcewell-awarded contract will be integrated, coded and registered in our ERP as a method of tracking every item purchased under contract. This way we can provide contract sales activity reports to Sourcewell as often as required and as detailed as needed.</p> <p>We will promote the awarded Sourcewell contract as a viable purchasing option for our customers with the goal of utilizing</p> <p>We will provide training for Inside and Outside sales teams, our rep groups and dealers to help promote the opportunity and log related orders.</p> | * |
| 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. | We do not operate an e-procurement ordering process. Purchase Orders are received electronically by email and entered as Sales Orders daily into our ERP (Sage 100). | * |

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. | <p>Products and Equipment:</p> <p>A broad list of manufactured offerings</p> <p>Ventilation (Fans/Blowers) for Fire Fighters (Gas, Electric, Battery)</p> <p>Large-Flow Fans (Gas Engine and Hydraulic-Driven)</p> <p>Firefighting Rescue Saws (Cutoff Saws and Chain saws – Gas & Battery-powered)</p> <p>Urban Search and Rescue (USAR) (Listening Devices, Cameras, Stability/Movement Detectors, Radars, Confined Space Hard-Line Communication Systems)</p> <p>Training Equipment (Flame Generators, Smoke Machines, Smoke Fluid)</p> <p>Foam Proportioning Systems (Inductors, Foam Proportioners – Fixed and Portable, Pumps)</p> <p>Thermal Imaging Cameras</p> <p>Fire Fighting Foam Concentrates (Fluorine-Free Foams – Class A, Class B, Class A/B)</p> <p>Fire Blankets</p> <p>Maintenance Operator and Training Programs:</p> <p>Tempest is offering elements of our existing Preferred Partnership Program to Sourcewell RFP#020124 participating entities.</p> <p>This is a robust Services/ Repairs and Expert Training Program provided at no cost for Sourcewell participating entities.</p> <p>The program is divided into several categories:</p> <p>Direct Training from Tempest product experts - Virtual or on-site</p> <p>Hands-on Demonstrations and Virtual-remote training or on-site at our Fresno facility.</p> <p>Replacement Parts / Service and Warranty support</p> <p>Available Resources for the Service Center</p> <p>Digital library of all cutsheets and exploded view documents,</p> <p>Complete Training Documents:</p> <p>Operations Manuals</p> <p>Troubleshooting and repair documentation</p> <p>Complete parts list</p> <p>Complete replacement parts price list</p> <p>Instructional Videos for repairs, upgrades and troubleshooting on Tempest top selling products.</p> <p>Benefits to participants:</p> <p>Quicker repair time for customers.</p> <p>Increased Service opportunities with end users.</p> <p>Reduced maintenance and repair turnaround.</p> <p>Increases brand awareness for participants.</p> <p>Any Sourcewell-related contract will be supported free of charge for any training and support.</p> |

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| 41 | Describe any technological advances that your proposed products or services offer. | <p>MISSION: Protect and save lives.</p> <p>CORE VALUES: Responsiveness, Professionalism, Teamwork, Entrepreneurship, Listening, Innovation.</p> <p>It is literally part of our deeply held Core Values and a part of our DNA. As entrepreneurs, we seek to continue to help save lives.</p> <p>We have innovated in multiple categories: Ventmaster Fire Rescue Saws with patented quick adjustable Depth Gauges of cast aluminum for accurate cutting depths.</p> <p>We employ digital 3D Modeling tools (SOLIDWORKS & AutoCAD) to visualize all products and pre-build new products to quickly share designs in 2D or 3D formats in video and provide instant feedback well before fabrication begins.</p> <p>We employ 3D printing tools to prepare plastic models to test and prepare for injection molding.</p> <p>All our Lithium-Ion battery-powered fans are designed to be shore power compatible at no extra charge.</p> <p>Product Diagnostic Tools: Ventmaster Fire Rescue Saws diagnostic tools to audit any saw to diagnose ignition and carburetor problems.</p> <p>For our VS1 series fans, we use a Lithium-Ion Battery diagnostic tool to identify battery health – this entails: Individual Lithium-Ion cell health Original manufacture date</p> <p>Remaining Charge cycles and any other related issues Also for our VS1 series fans, we use a Battery Management System (BMS) that is programmed to: Constantly monitor charge and discharge rates Protects against over and under voltage Monitors operating temperature and prevents overheating</p> <p>For our BB16 series fans, we use software to adjust fan operation, motor speed, operation and</p> <p>A team fabrication staff operating state-of-the art TIG (Tungsten Inert Gas) Welding tools, Computer-operated CNC Tube bending (Computer Numerical Control) all our aluminum tubing for fan frames.</p> <p>Our parent company provides an extensive Testing Facility with multiple modules– to quantify our innovations company-wide. Water and High Expansion Foam Testing Room - (>4,000 ft²) Ventilation Test Room - (>4,000 ft²) for PPV and NPV Search and Rescue Testing Center to research Search and Equipment. Large Container fire testing area Fire Extinguishing Equipment Testing Area</p> <p>For firefighting foam, we were the first innovate with Fluorine-Free Firefighting Foam in 2002, meaning no PFAS. We were the first to act on protecting the environment and health of users and communities with PFAS and PFOAS-Free foams. All the foams we sell are certified biodegradable.</p> |
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| 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>For logistics and freight, we use two methods of packing that are environmentally friendly.</p> <p>For Dangerous Goods such as Lithium-Ion Batteries, we use Instapak® Quick RT on-demand foam solution that requires no equipment. This packaging solution you can use anywhere. By expanding up to 27 times their original size, Instapak® Quick RT foam bags save valuable space. It prevents leaks in in any case of damage as well.</p> <p>For most other items we ship, we use the ProPad Paper Cushioning System which produces custom-length paper pads for wrapping or void fill and avoids waste. Every packing cushion is made of 100% recycled packaging material and is curbside recyclable.</p> <p>Lithium-Ion Batteries: Our best-selling products are Lithium-Ion powered ventilation products and Fire rescue Saws that eliminate carbon monoxide (CO). This complies with California Assembly Bill 1346 which requires the California state board to adopt new regulations to prohibit dangerous emissions from small off-road engines by July 1, 2022. Those new regulations will apply to any small engines manufactured after January 1, 2024.</p> <p>Fluorine-Free Firefighting Foam: All the FFF that we sell is PFAS-free and biodegradable. We were the first innovate with Fluorine-Free Firefighting Foam in 2002, meaning no PFAS. We were the first to act on protecting the environment and health of users and communities with PFAS and PFOAS-Free foams. All the foams we sell are certified biodegradable.</p> <p>ATTACHMENTS: Table 08 - Fluorine-Free Attestation RFP020124.pdf Table 08 - BIOEX One Sheet Selection Guide and Basic Information RFP020124.pdf</p> | * |
| 43 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | <p>Greenscreen Certification – Silver for BIOEX: ECOPOL F</p> <p>United States Department of Defense: MIL-PRF-32725 Mil-Spec Fire Extinguishing Agent, Fluorine-Free Foam (F3) Liquid Concentrate, for Land-Based, Fresh Water Applications. (Pending)</p> <p>ATTACHMENT: Table 08 - BIOEX ECOPOLA3+Milspec-MIL-PRF-32725-LETTER RFP020124.pdf Table 08 - CERTIFICATION GREENSCREEN – SILVER RFP020124.pdf Table 08– USDA QPL LIST for BIOEX RFP020124.pdf</p> | * |
| 44 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | <p>Tempest is a Small Business Entity -</p> <p>Federal Register 13 CFR Part 121:15 U.S.C. 632, 634(b)(6), 636(a)(36), 662, and 694a(9).</p> <p>– Our NAICS Code is 333413</p> | * |
| 45 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | <p>PRODUCTS:</p> <p>A broad list of manufactured offerings VENTILATION (Fans/Blowers) FOR FIRE FIGHTERS (Gas, Electric, Battery)</p> <p>All battery fans operate at full CFM through to the discharge of the battery to secure the safety of the firefighter.</p> <p>All battery fans are shore powered compatible.</p> <p>All battery fans have the longest run-time on the market.</p> <p>Battery Management System (BMS) Large-Flow Fans (Gas Engine and Hydraulic-Driven) The highest CFM on the market Hydraulic-Driven fans are low-maintenance and can operate at 24-hours / 365-days.</p> <p>FIREFIGHTING RESCUE SAWS (Cutoff Saws and Chain saws – Gas & Battery-powered)</p> <p>All Ventmaster saws include a patented Depth Gauge for accurate cutting depths for the safety of the firefighter.</p> <p>Ventmaster chainsaw Bars are made of Cobalt</p> <p>Our Raptor Chains are Carbide with Dual-Raker Carbide Tip.</p> <p>URBAN SEARCH AND RESCUE (USAR) (Listening Devices, Cameras, Stability/Movement Detectors, Radars, Confined Space Hard-Line Communication Systems)</p> | |

We are the only company to have one compatible display for all devices.

We offer wireless sensors for listening devices – easy to deploy and easy to use..

We offer structural movement detection equipment which is simple and easy to use and always reliable.

TRAINING EQUIPMENT (Flame Generators, Smoke Machines, Smoke Fluid)

Our Flame Generators are environmentally safe/friendly and user friendly with a remote control. They offer realistic flames for realistic training.

FOAM EQUIPMENT
Foam Proportioning Systems (Inductors, Foam Proportioners – Fixed and Portable, Pumps)

No electronics and no electricity needed only a mechanical device.
Easy maintenance and repairs
User-friendly

THERMAL IMAGING CAMERAS
Decision making cameras have the highest temperature range on the market to 2100-degrees Fahrenheit.

Our warranty is the highest on the market Camera - 5-years, Batteries - 6-years, Sensor - 10-years.

FIRE FIGHTING FOAM CONCENTRATES (Fluorine-Free Foams – Class A, Class B, Class A/B) *

More than 20 years on the market with Fluorine-Free foam with over 20 formulas.

Fire Blankets

SERVICES:
Tempest is offering elements of our existing Preferred Partnership Program to Sourcewell RFP#020124 participating entities.

This is a robust Services/ Repairs and Expert Training Program provided at no cost for Sourcewell participating entities.

The program is divided into several categories:

Direct Training from Tempest product experts - Virtual or on-site

Hands-on Demonstrations and Virtual-remote training or on-site at our Fresno facility.

Replacement Parts / Service and Warranty support

Available Resources for the Service Center

Digital library of all cutsheets and exploded view documents,

Complete Training Documents:

Operations Manuals

Troubleshooting and repair documentation

Complete parts list

Complete replacement parts price list

Instructional Videos for repairs, upgrades and troubleshooting on Tempest top selling products

Benefits to participants:

Quicker repair time for customers

Increase Service opportunities with end users

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| | | Reduce maintenance and repair turnaround | |
| | | Increases brand awareness | |
| | | Any Sourcewell-related contract will be supported free of charge for any training and support. | |

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 * | |
|-----------|----------|------------|--|
|-----------|----------|------------|--|

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| 46 | Do your warranties cover all products, parts, and labor? | <p>Yes.</p> <p>Limited Power Blower Warranty: Tempest warrants to the original purchaser that all Tempest gasoline and electric powered blowers (except the engine or motor and drive) will be free from original defects in workmanship and material, under normal-use conditions, and Tempest will replace any defective power blower part (except the engine or motor and drive) if returned during the applicable warranty period, for the time frame indicated below:</p> <p>Tempest Products</p> <p>Gasoline Powered Blowers - 5 Years (except engine or motor)</p> <p>Electric Powered Blowers - 5 Years (except engine or motor)</p> <p>VS-1 Series 1 year on motor and electronics</p> <p>Lithium-Ion battery - 2 years or 300 full charge cycles.</p> <p>Note: our Battery Management System will not allow over-charging and accounts for incremental charging which does not count against the number of charge cycles.</p> <p>BB16 Series 2 years from Ship Date.</p> <p>Ventmaster Fire Rescue Saw - 1 year from Ship Date.</p> <p>We cannot offer warranty on Raptor Carbide Chain and Multi-Cut Cutoff Blades</p> <p>Tempest Dusk Smoke Machines: 1 year from Ship Date</p> <p>Thermal Imaging Cameras— Camera - 5-years</p> <p>Batteries - 6-years</p> <p>Sensor - 10-years</p> <p>Leader Products</p> <p>Gasoline Powered Blowers - 6 Years (except engine or motor)</p> <p>Electric Powered Blowers - 2 Years (except engine or motor)</p> <p>Leader Smoke Machines 3 & 5 5 years from ship date</p> <p>Leader Mix 2-years</p> <p>Flame Generator 1-year warranty (Igniter & batteries - 6-months)</p> <p>Sentry 2-years</p> <p>WASP 2-years</p> <p>ALL Search & Rescue 2-years</p> <p>Separate Manufacturer Warranties:</p> <p>Gasoline Engines: Honda and Briggs & Stratton Engines— 2 years</p> <p>Electric Motors: Magnetek, Marathon, Baldor, Franklin Electric & MultiFan motors – 1 years.</p> <p>BIOEX: All of our Fluorine-Free Foams are backed by a 10-year warranty.</p> | * |
| 47 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | <p>We only ask that the end user not initiate unauthorized repair or modification of the factory assembly or parts which may void warranty.</p> <p>Lithium-Ion battery - 300 full charge cycles. Note: our Battery Management System will not allow over-charging and accounts for incremental charging which does not count against the number of charge cycles.</p> | * |

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| 48 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | <p>Yes. Repairs and troubleshooting can often be performed over the phone, with a Tempest employee in person or remote via video call.</p> <p>Usually, goods are sent back to Tempest or a service center at no charge under the standard warranty– depending on the size of the goods. If it cannot come back – we will send an authorized technician to the site to perform repairs.</p> | * |
| 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? | <p>No. As stated earlier, we will always provide repairs and troubleshooting can often be performed over the phone, with a Tempest employee in person or remote via video call.</p> <p>Usually, goods are sent back to manufacturer or service center at no charge– depending on the size of the goods. If it cannot come back – we will send an authorized technician to the site to perform repairs.</p> | * |
| 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? | Yes. If the manufacturer warranty applies. | * |
| 51 | What are your proposed exchange and return programs and policies? | <p>Customer cannot return Goods, and Tempest is not obligated to accept returned Goods, except with Tempest's written consent and subject to the conditions herein. All returned Goods are subject to a 20% restocking fee:</p> <p>For standard Goods or parts thereof, written consent will only be given to Goods returned in new condition, in the original factory packaging, subject to inspection. Any damaged or unsellable Goods will be credited to the Customer at the sale price less the cost of repairs or at salvage value, subject to a minimum inspection charge of Fifty Dollars (\$50.00 US) or the actual labor cost incurred to inspect the Goods, whichever is more.</p> <p>For non-standard Goods or parts thereof, including discontinued or obsolete Goods, written consent will not be given.</p> <p>Requests to return goods must be made within thirty (30) calendar days of the date of shipment and must include Tempest's order and invoice numbers, and the date received. The Customer is responsible for delivery and returns freight, and any necessary reconditioning and/or repackaging charges. Returned goods must be shipped within five (5) business days of the return authorization date.</p> <p>Tempest does reserve the right to change or modify the specifications and/or construction of any of its Goods at any time without incurring any obligation to furnish or install such changes or modifications on Goods previously or subsequently sold.</p> | * |
| 52 | Describe any service contract options for the items included in your proposal. | We do not offer an after-market Service Contract outside of our standard warranty. | * |

Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * | |
|-----------|--|---|---|
| 53 | Describe your payment terms and accepted payment methods. | <p>We have multiple methods of payment terms for customer convenience.</p> <p>NET30 DAYS IS STANDARD</p> <p>We grant 30 day payment terms upon completion and validation of a credit application.</p> <p>For deferred payment terms offered to customers who are seeking extended periods of time to pay for their goods or services.</p> <p>PAYMENT METHODS</p> <p>Payment will be accepted in US Dollars via ACH, Checks, wire transfer, or Credit Card (Visa, MasterCard, American Express)</p> | * |
| 54 | Describe any leasing or financing options available for use by educational or governmental entities. | None | * |
| 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. | <p>STANDARD TRANSACTION DOCUMENTS</p> <p>OUR SALES ORDERS STATE</p> <p>PLEASE VERIFY THIS INVOICE FOR ACCURACY AND NOTIFY US IMMEDIATELY WITH ANY ERRORS, OMISSIONS OR OTHER DISCREPANCIES.</p> <p>ACTUAL FREIGHT CHARGES, AS APPLICABLE, WILL BE ADDED AT TIME OF SHIPMENT</p> <p>INVOICES STATE</p> <p>PLEASE VERIFY THIS INVOICE FOR ACCURACY AND NOTIFY US IMMEDIATELY WITH ANY ERRORS, OMISSIONS OR OTHER DISCREPANCIES.</p> <p>A restocking fee and freight charges apply to most returns. No returns will be accepted without prior written Return Authorization from Tempest. Finance charge of 4% per month (or the maximum permitted by Law) will be added to past due invoices. Tempest Standard Terms and Conditions are expressly incorporated herein.</p> | * |
| 56 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process? | Not at this time. | * |

Table 11: Pricing and Delivery

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

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

| | | | |
|----|---|--|---|
| 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. | 25% discount on 2024 MSRP on all products - EXWORKS not including Freight Attachment: Table 11- Pricing and Delivery - Tempest Product RFP PRICING RFP020124.xlsx | * |
| 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. | 25% discount on 2024 MSRP on all products Describe MSRP and discounted column | * |
| 59 | Describe any quantity or volume discounts or rebate programs that you offer. | None | * |
| 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. | We propose a 25% discount off 2024 MSRP on all products on our price list. | * |
| 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. | All Freight/Shipping is calculated separately based upon geography, zip code, parcel or pallet weights and dimensions. We ship via FEDEX, FEDEX Freight and various other forwarders. We have negotiated deep discounts with our carriers and pass along the savings. Additionally, depending on the delivery location and customer needs, we often must account for Accessorial Charges such as: Lift Gate Fee Residential Delivery Fee Delivery Appointment Fee | * |
| 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. | All Freight/Shipping is calculated separately based upon geography, zip code, parcel or pallet weights and dimensions. We ship via FEDEX, FEDEX Freight and various other forwarders. We have negotiated deep discounts with our carriers and pass along the savings. Additionally, depending on the delivery location and customer needs, we often must account for Accessorial Charges such as: Lift Gate Fee Residential Delivery Fee Delivery Appointment Fee | * |
| 63 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | We ship weekly to Hawaii, Alaska, and Canada using all the standard carriers. | * |
| 64 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | Tempest and Leader products are shipped from Fresno, CA EXWORKS BIOEX products can be shipped EXWORKS from Fresno, California or from our distribution Centers in Texas and North Carolina - depending on final shipping destination. | * |

Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|-----------|---|----------|
| 65 | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | |

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 Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. | <p>COMPLIANCE</p> <p>Tempest uses SAGE 100 ERP for enterprise resource planning –with our finance tool and order entry modules, we will document and tag all incoming Purchase Orders as Sourcwell orders. This will be marked in the Order Acknowledgements and appear in the metadata for our analytical tool to extrapolate.</p> <p>BUSINESS INTELLIGENCE ANALYTICAL TOOLS</p> <p>One of our Business Intelligence tools is Sage Data & Analytics. This powerful tool provides us with a hub for managing information from all sources, and built-in data models for reporting. The data is tied directly to our SAGE 100 ERP, and we can automate hundreds of reports weekly, monthly and annually.</p> <p>It delivers data that is used to create customized predefined calculations, analytics and a gallery of role-based dashboards for instantaneous use.</p> <p>Our inside sales team provides daily, monthly and quarterly reports for each of our Sales Directors. The tool reports on customer activities and trends and monitors our product inventory and stock levels.</p> <p>The same tool is used to provide automated reports to our rep groups / sales agencies.</p> <p>We will use the same tool to parse out the data and submit reports directly to Sourcwell in whatever form is required with little to no effort.</p> |

| | | | |
|----|--|--|---|
| 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. | <p>One of our Business Intelligence tools is Sage Data & Analytics. We will easily extract the necessary information and provide daily, monthly and quarterly reports. We can easily compare trends from month to month and monitor customer purchase cycles.</p> <p>We propose to submit the information below – but additional information can be provided as requested.</p> <p>Sourcewell Assigned Entity</p> <p>Customer Name</p> <p>Street Address;</p> <p>City/State/Province/Zip Code;</p> <p>Contact Name:</p> <p>Email Address:</p> <p>Phone:</p> <p>Item Purchased Description:</p> <p>Item Purchased Price:</p> <p>Sourcewell Administrative Fee Applied:</p> <p>Date Purchase was invoiced/sale was recognized as revenue by Tempest</p> | * |
| 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.) | We propose to pay a 3.5% administrative fee on all items sold by Tempest Technology Corporation on the Sourcewell Contract. | * |

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. | <p>Tempest's line-up of tools used in firefighting includes not just Positive Pressure Ventilation and Attack fans but a wide array of firefighting related equipment including VENTMASTER® Fire Rescue Chain and Cutoff Saws, Smoke Training Machines, Mobile Ventilation Units (MVU®), Leader Fans, ROBVEN Foam Proportioners, Leader Large-Flow Ventilators, Leader Flame Generator Trainers.</p> <p>Mission: Protect and save lives.</p> <p>FANS/BLOWERS & ACCESSORIES FOR FIREFIGHTERS</p> <p>Battery Powered Ventilation (7 Battery Options + accessories)</p> <p>VS-1.2 powered by our proprietary removable Lithium-Ion IP65 Rated Battery - Run time is 70 minutes at full CFM</p> <p>VS1.2D powered by 3 removable 12Ah DEWALT Batteries - Run time is 40 minutes at full CFM</p> <p>VS1.3M powered by 3 removable Milwaukee M18 Batteries - Run time is 60 minutes at full CFM</p> <p>VS1.3H powered by 2 removable HURST® Jaws of Life® E3™/EWXT™ 9Ah or 5Ah Rescue Batteries - - Run time is 35 minutes at full CFM</p> |

BB-16 powered by our proprietary removable Lithium-Ion IP65 Rated Battery. - Run time is 30 minutes at full CFM

BB16H HURST powered by 2 removable HURST® Jaws of Life® E3™/EWXT™ 9Ah or 5Ah Rescue Batteries - Run time is 30 minutes at full CFM

B215 powered by a Briggs & Stratton Lithium-Ion Battery - Run time is 30 minutes at full CFM

Electric Powered Ventilation (22 Options)

Single Speed Electric PPV Blower/Fan - Hazardous Locations option available (multiple HP options available)

Variable Speed Electric PPV Blower/Fan (multiple HP options available)

Gasoline Powered Ventilation (18 Options + accessories)

Direct Drive - Honda Engine or Briggs & Stratton Engines available

Belt Drive - Honda Engine

Direct Drive - Honda Engine for Special Operations

Hydraulic Powered Ventilation (3 Options + accessories)

Water Driven

Gasoline Powered Large Flow Ventilation (8 Options + accessories)

Easy 2000 – 35" fan - skid mounted or trailer mounted and elevation available

Easy 4000 – 47" fan - skid mounted or trailer mounted and elevation available

Mobile Ventilation Unit 48" – truck, skid mounted, or trailer mounted - with Hydraulic System, Tilt Device options

Mobile Ventilation Unit 60" – truck, skid mounted, or trailer mounted - with Hydraulic System, Tilt Device options

Power Take Off Large Flow Ventilation (4 Options + accessories)

Mobile Ventilation Unit 48" – truck, skid mounted, or trailer mounted - with Hydraulic System, Tilt Device options

Mobile Ventilation Unit 60" – truck, skid mounted, or trailer mounted - with Hydraulic System, Tilt Device options

Smoke Ejectors for Negative Pressure Ventilation (NPV)

Electric Powered Smoke Ejectors (5 Options including Explosion Proof motors + accessories)

Gasoline Powered Smoke Ejectors (5 Options+ accessories)

VENTMASTER SAWS & ACCESSORIES

Firefighting Rescue Chain Saws - Gasoline Powered (9 Options + accessories)

VENTMASTER Firefighting Rescue Chain Saws, 16" bar with Chain, and patented Depth Gauge

VENTMASTER Firefighting Rescue Chain Saws, 18" bar with Chain, and patented Depth Gauge

Firefighting Rescue Chain Saws – Battery Powered (6 Options + accessories)

Chain Saw - Husqvarna 14" Bar & Chain Included

Chain Saw - Husqvarna 14" or 16" Bar & Chain Included

Firefighting Rescue Cutoff Saws - Gasoline Powered (31 Options + accessories)

VENTMASTER Firefighting Rescue Cutoff Saws, 14" blade, and patented Depth

Gauge

Firefighting Rescue Cutoff Saws – Battery Powered (22 Options + accessories)

VENTMASTER Firefighting Rescue Cutoff Saws, 14" blade, and patented Depth Gauge

Husqvarna Cutoff Saws, 9" blade

FOAM EQUIPMENT

Foam Proportioning Units – (24 Options + accessories)

LEADER MIX AR Portable - 50 to 275 GPM (no power required)

LEADER MIX AR or Class A - Vehicle Mounted Automatic Dosing System with Control Panel - 50 to 275 GPM or 80 to 500 GPM (no power required)

Inline FiberTech Eductor, 60 GPM, or 95 GPM (no power required)

UPRIM Portable Foam Proportioner with Tank, Low or Medium Expansion Nozzles (no power required)

ROBWEN Foam Proportioning Systems

ROBWEN Proportioning Systems (14 Options+ accessories) (no power required)

ROBWEN Pump Systems (5 Options + accessories)

URBAN SEARCH AND RESCUE

Leader Search / Seismic Sensor Life Detector (13 Options + accessories)

Leader CAM / Search Camera (8 Options + accessories)

Personnel / Structure Protection

Leader SENTRY Stabilization Monitor (4 Options + accessories)

Leader WASP Movement/Vibration Monitor (4 Options + accessories)

Leader SCAN / Ground Penetrating Radars (3 Options + accessories)

Confined Space Hard-line Communication Systems (10 Options + accessories)

THERMAL IMAGING CAMERAS

Firefighting – Decision Making Cameras (4 Options + accessories)

Urban Search & Rescue – Decision Making Cameras (4 Options + accessories)

Long Range (700 Meters) (24 Options + accessories)

Long Range (1,000 Meters) (24 Options + accessories)

TRAINING AND SAFETY

Flame Generators (3 Options + accessories)

Smoke Machines (3 Options + accessories)

Smoke Fluid (4 Options)

FLUORINE-FREE FIREFIGHTING FOAMS – For Classes A, B, and A/B

High Expansion Foam (3 Options)

Training Foam (2 Options)

Class A Foam (3 Options)

| | | | |
|----|---|---|---|
| | | <p>Alcohol Resistant Foam (3 Options)</p> <p>MIL-SPEC Approved (1 Option)</p> <p>Hydrocarbon Fires (3 Options)</p> <p>De-Foaming Agent (1 Option)</p> <p>ECO-CAF Foam Systems (4 Options)</p> <p>EXPERT TRAINING FOR ALL EQUIPMENT</p> <p>On-Site Trainer</p> <p>Virtual – Remote Training</p> <p>Telephone Training and support</p> | |
| 70 | <p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p> | <p>FANS/BLOWERS & ACCESSORIES FOR FIREFIGHTERS</p> <p>Positive Pressure Ventilation (PPV)/Positive Pressure Attack (PPA)</p> <p>Options include: Replacement parts, Kit packages, additional Batteries and chargers, Explosion proof motors, Misting Rings, flex ducting, smooth bore ducting, truck mounting kits, straps, replacement parts, door hangers and hanging brackets, exhaust deflectors, ducting adapters, as well as voltage options.</p> <p>VENTMASTER SAWS & ACCESSORIES</p> <p>Options include: Replacement parts, Kit packages, additional Batteries and chargers, additional chains and blades, specialized chains and blades, guide bars and additional depth gauges.</p> <p>FOAM EQUIPMENT</p> <p>Options include: Replacement parts, Kit packages, additional nozzles.</p> <p>URBAN SEARCH AND RESCUE</p> <p>Options include: Replacement parts, Kit packages, remotes, cases, additional Batteries and chargers, telescopic poles, camera and thermal imaging camera modules, Multisearch control panels.</p> <p>THERMAL IMAGING CAMERAS</p> <p>Options include: Kit packages, additional Batteries and chargers, replacement parts, straps, handles and mode-button options</p> <p>TRAINING AND SAFETY</p> <p>Options include: Replacement parts, Kit packages, adapters, pedal controls, hoses, smoke fluid container options, cleaning kits, as well as voltage options.</p> <p>FLUORINE-FREE FIREFIGHTING FOAMS – For Classes A, B, and A/B</p> <p>Options include Foams are packaged in 5, 55 or 265-gallon containers and palletized as needed.</p> <p>CAF Systems come in 3, 30 or 60-gallon tanks.</p> | * |

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 | FANS/BLOWERS & ACCESSORIES FOR FIREFIGHTERS Positive Pressure Ventilation (PPV)/Positive Pressure Attack (PPA) VENTMASTER FIRE RESCUE SAWS & ACCESSORIES FOAM EQUIPMENT URBAN SEARCH AND RESCUE TOOLS THERMAL IMAGING CAMERAS TRAINING AND SAFETY AND EQUIPMENT FLUORINE-FREE FIREFIGHTING FOAMS – For Classes A, B, and A/B Fires | * |
| 72 | Firefighting water flow equipment | <input checked="" type="radio"/> Yes <input type="radio"/> No | ROBWEN Firefighting Foam Proportioners Leader MIX and Pumps | * |
| 73 | Fire pumps, skid units, and compressed air foam systems (CAFS) | <input checked="" type="radio"/> Yes <input type="radio"/> No | ECOCAP System ROBWEN Firefighting Foam Proportioners Leader MIX and Pumps | * |
| 74 | Firefighting suppression | <input type="radio"/> Yes <input checked="" type="radio"/> No | | |
| 75 | Firefighting attack, ventilation, and rescue tools | <input checked="" type="radio"/> Yes <input type="radio"/> No | FANS/BLOWERS & ACCESSORIES FOR FIREFIGHTERS Positive Pressure Ventilation (PPV)/Positive Pressure Attack (PPA) VENTMASTER FIRE RESCUE SAWS | |
| 76 | Thermal imaging and similar situational awareness equipment | <input checked="" type="radio"/> Yes <input type="radio"/> No | | |
| 77 | Extrication tools and equipment | <input checked="" type="radio"/> Yes <input type="radio"/> No | VENTMASTER FIRE RESCUE SAWS | |
| 78 | Technical, vertical, trench, and confined space rescue equipment | <input checked="" type="radio"/> Yes <input type="radio"/> No | USAR and Leader COM Stability Monitors, Confined Space communication tools | |
| 79 | Portable ladders | <input type="radio"/> Yes <input checked="" type="radio"/> No | | |
| 80 | Hazardous materials (HazMat) response equipment | <input checked="" type="radio"/> Yes <input type="radio"/> No | Explosion proof products, Fluorine-Free Firefighting Foam | |
| 81 | Wildland firefighting equipment and upfits for vehicles, ATV/UTVs | <input checked="" type="radio"/> Yes <input type="radio"/> No | Foam, ROBWEN dosing systems and foams portable | |
| 82 | Related tools and accessories complementary to the offering of 1.a.i – x | <input checked="" type="radio"/> Yes <input type="radio"/> No | USAR Fire blankets, etc. Flame Generators smoke machines and smoke fluid | * |
| 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 | Onsite training, Remote and on site at manufacturing Service center etc, We can set up training and service center free of charge for Sourcewell Contract holders | * |

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 * |
|---|---|
| | <div><input type="radio"/> Yes</div> <div><input checked="" type="radio"/> No</div> |

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](#) - Table 11 - Tempest Leader Bioex Product RFP PRICING Sourcewell.xlsx - Thursday February 01, 2024 14:55:07
 - [Financial Strength and Stability](#) - 02 FINANCIAL STRENGTH.zip - Thursday February 01, 2024 15:01:43
 - [Marketing Plan/Samples](#) - 07 MARKETING PLAN.zip - Thursday February 01, 2024 15:03:55
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Standard Transaction Document Samples](#) - STANDARD TRANSACTION DOCUMENTS.zip - Thursday February 01, 2024 15:15:15
 - [Upload Additional Document](#) - UPLOAD ADDITIONAL DOCUMENTS.zip - Thursday February 01, 2024 15:08:22
 - 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. - ALEXIS LABBE, PRESIDENT, Tempest Technology Corporation

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
SOURCEWELL CONTRACT #020124-TEM

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

Sourcewell entered into a Contract with Supplier to provide Firefighting Equipment and Rescue Tools with Related Supplies and Accessories, effective April 12, 2024, through April 4, 2028 (Contract).

Supplier has requested to modify the Contract.

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

All references to Alexis Labbe are removed from this contract and replaced with Anthony Bazan, General Manager.

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

Sou
Signed by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Chief Procurement Officer
Date: 6/23/2025 | 4:48 PM CDT

Ter
DocuSigned by:
Sam Jessup
0CF5DDA1BC384B4...
By: _____
Sam Jessup
Marketing & Communications Manager
Date: 6/23/2025 | 5:50 PM EDT