

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Viking Life-Saving Equipment (America) Inc., 11255 NW 106th St., Suite 1, Miami, FL 33178 (Supplier).

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

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

1. TERM OF CONTRACT

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

EXPIRATION DATE AND EXTENSION. This Contract expires March 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-

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

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

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

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or

liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

Viking Life-Saving Equipment
(America) Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

4/9/2024 | 2:42 PM CDT
Date: _____

DocuSigned by:
Sean Murray
091E009517DF462...

By: _____
Sean Murray
Title: Sales Director

4/9/2024 | 2:40 PM CDT
Date: _____

RFP 010424 - Firefighting PPE and Related Equipment Cleaning

Vendor Details

Company Name: VIKING Life Saving Equipment
11255 NW 106 St. Suite 1
Address: Miami, FL 33178
Contact: Sean Murray
Email: smur@viking-life.com
Phone: 678-836-7219
Fax: 678-836-7219
HST#:

Submission Details

Created On: Thursday November 16, 2023 13:24:00
Submitted On: Thursday January 04, 2024 07:26:11
Submitted By: Sean Murray
Email: smur@viking-life.com
Transaction #: a704bf15-b958-47ab-a4b5-e71f8c4d203c
Submitter's IP Address: 75.88.179.46

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")	VIKING LIFE-SAVING EQUIPMENT (America) INC.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	VIKING LIFE-SAVING EQUIPMENT A/S, Denmark Corporate HQ VIKING LIFE-SAVING EQUIPMENT LTD. (Thailand) 677, Thailand Manufacturing VIKING (Norfolk) 774, Fire Segment Warehouse/Receiving
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	VIKING LIFE-SAVING EQUIPMENT, VIKING Firefighter Protection, VIKING
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE code - 1KSQ5 Unique Entity Identifier (SAM) # - HFBTXCR8CN5
5	Proposer Physical Address:	11255 NW 106 St. Suite 1 Miami, FL 33178
6	Proposer website address (or addresses):	https://www.viking-fireusa.com/en https://www.viking-life.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):	Sean Murray, Sales Director - North America Firefighting Equipment, 2083 Taylor Ridge Rd Nicholasville, KY 40356 smur@viking-life.com, 678-836-7219
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Grant Grinstead, Fire Segment Key Account and Product Manager, North America, 1318 N. Vermillion Ct. Pueblo West, CO 81007 ggr@viking-life.com, 719-989-0590
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>VIKING Life-Saving Equipment is a global corporation that has long since conquered the world's oceans and whose name is synonymous with safety at sea. As the VIKING company grew so did its product offerings; from Liferrafts to Lifeboats and DAVITS to MFS and Fire PPE. When you think of safety, Think VIKING.</p> <p>VIKING is also the story of the Sørensen family, whose generations have made their mark on the small town of Esbjerg in Denmark and its harbor. Tage Sørensen (1915-2016) founded Nordisk Gummibådsfabrik, now known as VIKING Life-Saving Equipment A/S, in 1960. He remained the company's active chairman until 2010, when he retired at the age of 95.</p> <p>Tage Sørensen was influenced by the Boy Scout movement and its ideals: honesty, responsibility, helpfulness and respect for others. His values still shape the culture of our company and define its character, helping to guide us as we grow.</p> <p>Core Values and Business Philosophy:</p> <p>VIKING Life-Saving Equipment has been committed to a set of core values and a business philosophy that revolves around protecting human lives all over the world. Some of the key values and philosophies include:</p> <ul style="list-style-type: none"> • Safety First: The primary focus of VIKING is on providing innovative and reliable safety solutions to protect lives at sea and while fighting fires. This commitment is reflected in the design, manufacturing, and servicing of all our products. • Quality and Reliability: VIKING emphasizes the importance of quality and reliability in all aspects of its operations. This commitment is crucial as our safety equipment must perform under challenging conditions. • Customer-Centric Approach: VIKING strives to understand the unique needs and challenges of its customers in the maritime, offshore, and fire industries. This customer-centric approach has led to the development of tailored solutions to meet specific safety requirements. • Innovation: The company has a history of investing in research and development to stay at the forefront of technological advancements. Innovation plays a key role in the continuous improvement of safety products and services. • Sustainability: Our purpose in this world is to protect and save lives. A natural extension of this mission is to make our contribution to protecting the planet from global warming and other human impacts on our environment. Efforts in support of a sustainable environment are a natural extension of the values the company has stood for since our founding in 1960. We are responsible, engaged and globally oriented in everything we do, including when doing our part to reduce climate change. <p>Industry Longevity and Fire PPE Products or Services:</p> <p>VIKING Life-Saving Equipment has gained industry longevity by consistently adapting to the evolving needs of the maritime and offshore sectors. In the context of Fire PPE, VIKING is one of the world's leading manufacturers with the majority market share in most of Europe, and the fastest growing provider of turn-out gear in North America.</p>
11	What are your company's expectations in the event of an award?	<p>If honored with an award, VIKING Life Saving-Equipment would be thrilled to extend its unwavering commitment to serving Sourcewell's US and Canadian members by providing an enhanced range of Personal Protective Equipment and Accessories. VIKING Life Saving-Equipment pledges to consistently surpass Member expectations, offering an extensive and evolving product portfolio that adapts to market dynamics through continuous innovation and development.</p> <p>To ensure seamless support for the mission of Sourcewell's Members, VIKING Life Saving-Equipment has assembled a dedicated and growing team of 6 US Fire PPE Regional Managers, a Key Account and Product Manager and 3 support personnel. This highly skilled and technically sound team is tasked to closely collaborate with local and regional Fire Departments, Industrial Corporations and Sourcewell Members.</p> <p>Building on Sourcewell's marketing strategies and Member database, VIKING Life Saving-Equipment is committed to promptly and effectively communicating the advantages of our new program upon contract award. We anticipate collaborating with Sourcewell's cross-functional partners to gain insights into fire departments and other agencies within Sourcewell's footprint. This understanding will enable us to provide Members with our top-tier, nationally leveraged solutions to meet their evolving requirements.</p> <p>Recognizing the pivotal role of this focused and dedicated contract implementation process, VIKING Life Saving-Equipment underscores its commitment to ensuring the success of Sourcewell contracts. While celebrating past successes, we acknowledge that a new award necessitates special attention to both existing and new participating Members. Our approach will be calculated and focused, aligning with an expanded offering of Personal Protective Equipment and Accessories, in response to the ever-changing and dynamic Firefighting PPE market.</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>VIKING is a privately held corporation, founded in 1960. In 2018, VIKING acquired the Norwegian company Norsafe, whose lifeboats have been used around the world since 1904. IN 2019, VIKING acquired Drew Marine's FSR division, one of the world's three largest providers of Marine Fire Service.</p> <p>Currently VIKING employs over 3,000 employees around the Globe in 37 foreign subsidiaries at 71 locations, as well as 264 authorized servicing stations.</p> <p>In 2022, the annual accounts show that VIKING grew 14.6% over 2021, as net sales value surpassed DKK 3 billion (\$ 459 Million) and profit before tax exceeded DKK 300 million (\$46 Million).</p> <p>At the time of this bid response the 2023 numbers have not been completely calculated, however VIKING has already exceeded the 2025 Business plan figures due to profound growth across all business segments.</p> <p>Further supporting documentation on the US earnings are uploaded.</p>
13	What is your US market share for the solutions that you are proposing?	<p>In the U.S. turnout gear market, VIKING holds a relatively smaller market share. However, we are the fastest growing turnout gear manufacturer with sales increasing over 200+% over the past 2 years. We are extremely confident that we will be within the top 4 providers in the US in the next few years. This will be accelerated significantly with our addition to the Sourcewell contract.</p>
14	What is your Canadian market share for the solutions that you are proposing?	<p>The same is true as above, in the Canadian turnout gear market. We have had tremendous growth over the past 2 years and are currently in wear trials with a major metro department that should complete mid 2024. Winning this contract will greatly increase VIKING's market share in Canada, making it one of the top manufacturers in the Canadian market</p>
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	N/A
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>We are a manufacturer of Turnout, EMS, Extrication, and Wildland Gear, Hoods and other Fire PPE accessories. We distribute our products through a growing Dealer network of over 60+ partners situated across the U.S. and Canada. VIKING maintains a dedicated Sales team currently comprising of six Regional Sales Managers, a Key Account and Product Manager and a VP of Sales. This entire team actively collaborates with our Dealers, fostering relationships across North America. Also each of our Dealers are usually supported by their own internal Sales Representatives further expanding our reach.</p> <p>Our entire sales team is supported by two additional members in Norfolk, VA. As well as countless others situated in our US HQ in Miami, FL and our Corporate HQ in Esbjerg, Denmark.</p>
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>FACILITIES: We are ISO-certified to ensure compliance with common standards in quality, environment and occupational health and safety. All large production facilities maintain up-to-date certification according to ISO 14001, environment, and ISO 45001, occupational health and safety, to ensure uniform and robust processes at the factories. The ISO certifications 9001, 14001 and 45001 are now collected under an umbrella certificate.</p> <p>PRODUCTS: All VIKING manufactured products are certified by UL to meet or exceed the NFPA standard for each respective item.</p> <p>PRODUCT MANAGER: Our product manager has 25 years of industry experience. He also holds: a degree in Fire Science; Technician Level Certifications in all levels of Technical Rescue Disciplines; NFPA 1403 Certified ; NFPA Safety Officer Trained. He also sits on multiple NFPA Task Groups and been the FIERO PPE Symposium representative for VIKING for the past 7 years.</p>

18	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	<p>PRODUCTS: All VIKING manufactured products are certified by UL to meet or exceed the NFPA standard for each respective item.</p> <p>Our current main products are as follows:</p> <p>VIKING WARRIOR, VIKING LC, VIKING ACADEMY, VIKING Particulate Blocking Hood NFPA 1971 - outlines the minimum requirements for structural firefighting PPE, including helmets, gloves, boots, turnout coats and pants, and self-contained breathing apparatus (SCBA)</p> <p>VIKING SHIELD – The only tri-certified fire gear on the market. NFPA 1977 standard on protective clothing and equipment for wildland fire fighting and urban interface fire fighting NFPA 1951 Standard on Protective Ensembles for Technical Rescue Incidents. This standard presents requirements for the protection of emergency services personnel assigned to or involved in search, rescue, treatment, recovery, decontamination, site stabilization, extrication, and similar operations at technical rescue incidents. NFPA 1999 Standard on Protective Clothing and Ensembles for Emergency Medical Operations specifies minimum documentation, design, performance, testing, and certification requirements for new single-use and new multiple-use emergency medical operations protective clothing used by emergency medical responders prior to arrival at medical care facilities, and used by medical first receivers at medical care facilities during emergency medical operations.</p> <p>All VIKING products adhere to NFPA1851. Which establishes requirements for the selection, care, and maintenance of firefighting protective ensembles to reduce health and safety risks associated with improper maintenance, contamination, or damage.</p> <p>VIKING is committed to safety and one of the driving aspects behind that is innovation. We are currently working on the only ground up female turnout gear, designed to provide a safer garment for the increasing female presence in the NFPA firefighting realm.</p>
19	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
20	Describe any relevant industry awards or recognition that your company has received in the past five years	2021 - TT Club Innovation in Safety 2019 - Seatrade Awards 2019 - Electric & Hybrid Marine Award 2019 - Safety at Sea Awards 2016 - Recognized by UL for the most innovative design in Fire PPE 2007 - DI product award for innovation in protecting lives by integrating sensor technology into lightweight and flexible fire-fighter suits 2007 - SASMEX Safety at Sea award for the VELS SMS system
21	What percentage of your sales are to the governmental sector in the past three years	Predominantly, our product distribution is concentrated within local and county municipalities across North America. Although our sales transactions are facilitated through our Dealer Network, the ultimate end-users are typically Fire Departments representing both large and small cities. 90% of all sales are related these institutions.
22	What percentage of your sales are to the education sector in the past three years	VIKING, both directly and indirectly sells to various Fire Training Academies, Schools and other instructional agencies. The total sales percentage to these types of entities currently equals less than 5%.
23	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We are not currently a part of any state, provincial, or cooperative purchasing contract.
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We currently do not hold any GSA contracts.

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Miami Dade Fire Rescue	Capt. Javier Valdez	305-962-4093
Pueblo Fire Department	Asst. Chief Keith Miller	719-248-8742
Tuscaloosa Fire Department	Lt. Jason Whatley	205-523-1022

Table 5: Top Five Government or Education Customers

Line Item 26. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Miami Dade Fire Rescue	Government	Florida - FL	Multi-year PPE contract 2000+ sets in circulation	average 3-4 academy classes annually, with approx 80 sets per class. Inventory upkeep orders can be several hundred at a time.	\$1MM+
Central Alabama Training Solutions	Education	Alabama - AL	End User and Distributor - Training facility with approx 100 employees	Orders range from 1 set to 100's of sets at a time.	\$4MM+
Hawkins County Fire Department	Government	Tennessee - TN	Multiple Fire Departments within a county purchasing together.	initial order of 80 sets for county wide change over to VIKING	\$200K
U.S. Air Force - Aviation	Government	District of Columbia - DC	Long standing contract the manufacturing and 5yr servicing of the QDAES - Quick Don Anti Exposure Suit	Orders range from 3-5 suits upwards.	\$4MM+
U.S. Air Force - Fire & Emergency Services	Government	District of Columbia - DC	As of October 2023: The VIKING SHIELD garment, currently the only tri-certified ensemble being sought after for primary day usage.	order of 8+ sets at a time	\$100K+

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 *
27	Sales force.	<p>VIKING maintains a dedicated Sales team currently comprising of six Regional Sales Managers, a Key Account and Product Manager and a VP of Sales.</p> <p>Our entire sales team is supported by two additional members in Norfolk, VA. As well as countless others situated in our US HQ in Miami, FL and our Corporate HQ in Esbjerg, Denmark.</p>
28	Dealer network or other distribution methods.	<p>VIKING distributes its products through a growing Dealer network of over 60+ partners situated across the U.S. and Canada. Each of the dealers has been carefully chosen and trained in VIKING products. Each of these Dealers usually has at least 2 or 3 outside sales reps (sometimes a lot more) that cover specific areas and has key relationships within the Fire Departments.</p>
29	Service force.	<p>At present, we do not provide service on our products; instead, we rely on certified and vetted ISPs, throughout the US and Canada, to address maintenance and warranty issues pertaining to our turnout gear. With the anticipated success of this awarded bid, we aspire to integrate this service directly into our offerings, enhancing convenience and support for our valued customers.</p>
30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The VIKING Dealers and sales reps work to build strong lasting relationships with end users across their territories. They work to assist the end user in each step of the sales process, from needs analysis, configuration, wear trial, sizing, and purchasing. Our staff are available as needed regardless of traditional office hours.</p> <p>For an order to be placed require a completed configuration form, a correct sizes based on the VIKING measurement form, and a purchase order. Once these three items are received, the orders will be entered and a sales confirmation will be sent within 2 business days for review. To make the order process more efficient we are finalizing an online 3D configuration form that will allow End users, Dealers and our sales reps to configure suits in real-time.</p>
31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>The VIKING customer service team is located in Norfolk, Va. and are available Mon - Fri from 7:30am - 5:30pm EST. The external sales team are generally available between 8am-6pm local time (we have sales reps in all continental time zones) with varied hours as needed.</p> <p>Response times can vary depending on the situation, however most matters are answered within the same day.</p> <p>We take great pride in not only the products we offer but also in the unparalleled level of customer service we provide. Our commitment to excellence extends beyond the quality of our offerings; it is embedded in every interaction we have with our valued customers. At the heart of our company ethos is a dedication to ensuring the utmost satisfaction and support for those who choose our products.</p>
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>We are fully committed and well-prepared to extend our products to Sourcewell's participating entities in the United States, which remains at the heart of our core market. Our dedication to ensuring seamless access and delivery aligns with the diverse needs of Sourcewell's members. Our team is poised to collaborate closely with Sourcewell's entities in the US, showcasing our unwavering commitment to delivering high-quality solutions tailored to their specific requirements</p>
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Our commitment does not and will not stop at the US/Canada border. We are also well-prepared to expand our product offerings to Sourcewell's participating entities in Canada. We are equally dedicated to ensuring seamless access and delivery for our Canadian counterparts. Our team is ready to foster close collaboration with Sourcewell's entities in Canada, exemplifying our unwavering commitment to providing high-quality solutions customized to meet their specific requirements.</p>
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>VIKING has no geographic limitations in the US or Canada, or anywhere else in the world. We can and will provide the best Fire PPE wherever and whenever needed.</p>
35	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?	<p>Currently, we perceive no constraints in our coverage of the North American market.</p>
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>There are no specific contract requirements or restrictions that would apply for Hawaii or Alaska. IT should be understood that do to their distance from the continent. That there may be additional shipping costs and lead times due to shipping distance.</p>

Table 7: Marketing Plan

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>VIKING's marketing strategy for this Sourcewell contract focuses on enhancing awareness, competitiveness, and member engagement. Through a comprehensive plan that integrates digital tools and targeted campaigns, we aim to exceed member expectations and emphasize the contract's value.</p> <p>Our approach includes the following key components:</p> <p>* Targeted Advocacy Campaigns: Press release announcing the new Sourcewell award. Social media platform broadcasts. Updated Sourcewell Landing Page. Direct mail catalog featuring Tools, Emergency Preparation, Safety, and Fall/Winter Seasonal items. Radio/television advertisements. Profile Sourcewell at trade shows and government events.</p> <p>*Custom Member Experience: Member-specific landing page upon login, providing detailed content on contract member pricing and benefits, including marketing documents and presentations designed for member engagement.</p> <p>*Media Kit: A bundle of VIKING-branded flyers, print ads, and digital banner ads for use in marketing and sales programs for Sourcewell.</p> <p>Additionally, our multi-pronged marketing approach involves educating our Regional Sales Managers and in turn, their Dealer's and Dealer Sales Reps as a critical launch component. Regular communications through our mailing list, targeting dealers, sales reps, and industry partners, will promote the program and its benefits. We will leverage targeted social media for promotion, carefully crafting messages to account for regional availability. Marketing brochures are attached for further reference.</p> <p>This approach aims to create a cohesive and impactful marketing strategy for VIKING in promoting the Sourcewell contract.</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>VIKING's marketing strategy is digitally focused, utilizing channels such as paid search, display/programmatic, social media, email, and SEO. Traditional methods like print advertising and targeted mailings are also employed. Collaborating with VIKING provides Sourcewell access to a global marketing team with digital innovation capabilities, ensuring relevance, competitiveness, and simplicity throughout the marketing lifecycle.</p> <p>Digital tools and technologies implemented for Sourcewell Members include:</p> <p>*Paid Search: Targets MRO purchase intent on major search engines like Google, Bing, and Yahoo, offering scalability, measurability, and quick adaptability to evolving Member needs.</p> <p>*SEO: Enhances www.viking-fireusa.com/en and www.viking-life.com visibility in non-paid search engine results, employing technical design and content strategies. Third-party tools track performance metrics for continual improvement.</p> <p>*Interactive Media: Utilizes data-driven technology to optimize the delivery of relevant digital ads to targeted customers, leveraging online user data to serve Members with personalized messages and supporting various business objectives.</p> <p>Other channels like radio, direct mail, catalogs, tradeshow, and marketing collateral are also integrated into the strategy. Statistical models guide direct mail campaigns, while customer research and data-driven insights inform radio and event engagements, ensuring relevance and effectiveness.</p>
39	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>VIKING looks forward to strengthening its partnership with Sourcewell, leveraging Sourcewell's market reputation and insights. If awarded VIKING will plan joint promotional efforts through avenues such as promotional campaigns, co-branded advertising, Sourcewell's digital presence, and collaborative event sponsorships. The Sourcewell contract will be seamlessly integrated into VIKING's Sales Team, with a robust implementation plan.</p> <p>To maximize the impact of successful contract wins, VIKING will actively promote victories, incorporating them into presentations across North America. These wins will also be highlighted at trade shows, showcasing turnout gear in their specific regions. As success builds, the partnership's achievements become a focal point in promoting the collaboration between VIKING and Sourcewell within their respective networks.</p>
40	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>VIKING is pleased to share details about our advanced online system available through our Dealer Portal. This robust platform empowers users to log in, research fabrics and technical specifications, build quotes, develop specifications, gather crucial detailed information, and review pricing. We take pride in the efficiency and user-friendly features of this resource.</p> <p>Furthermore, we are thrilled to announce the development of a groundbreaking real-time 3D online turnout gear configuration tool. This innovative tool allows users to dynamically customize and visualize their own turnout gear configurations.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>We offer diverse approaches to training all End Users, Dealers and Sales Force, both pre and post-sale. Training sessions can be conducted through various means, including in-person sessions with our VIKING Sales Reps or Dealer Reps. We can also utilize digital means such as online meeting platforms and instructional videos from our website.</p> <p>AT VIKING we prefer in-person training, allowing for a hands-on experience with the garments, offering substantial value to the learning process. While not mandatory, it enhances the overall training experience. Additionally, our robust presence at numerous trade shows throughout North America provides an excellent opportunity for departments and their personnel to join us for interactive learning sessions.</p> <p>Our Regional Sales Managers (RSMs) frequently travel within their regions, offering detailed in-person training sessions for departments and dealers. For those able to travel, we extend invitations to our many regional gatherings, a yearly Dealer Forum as well as specific training at our partner supplier's manufacturing facilities. We place a tremendous value on training and growth of the industry's fundamental knowledge base.</p>
42	Describe any technological advances, unique design, and/or feature attributes that your proposed products or services offer.	<p>VIKING's proposed products showcase a blend of cutting-edge technological advances, unique design elements, and innovative features that set them apart in the market.</p> <ul style="list-style-type: none"> • RFID and NFC Integration: <ul style="list-style-type: none"> o All our garments are equipped with state-of-the-art RFID (Radio-Frequency Identification) and NFC (Near Field Communication) chips. This technology enhances tracking, allowing for efficient inventory management and ensuring quick identification of each garment. It contributes significantly to the overall safety and accountability of the wearer. • Ergonomic Design for Minimal Physiological Impact: <ul style="list-style-type: none"> o One of our core design principles revolves around creating garments that not only meet safety standards but also prioritize wearer comfort. Our ergonomic designs aim to limit physiological changes to the wearer, ensuring a more comfortable and less intrusive experience during extended use. This emphasis on ergonomic design is pivotal for users in demanding professions, such as firefighting. • Customizable Features: <ul style="list-style-type: none"> o VIKING products offer a range of customizable features, allowing users to tailor their gear to specific needs and preferences. This includes adjustable straps, modular components, and personalized fit options to enhance overall usability and comfort. • Innovative Material Selection: <ul style="list-style-type: none"> o Our commitment to innovation extends to the materials used in garment construction. We leverage advanced fabrics and materials that not only meet rigorous safety standards but also enhance durability, breathability, and overall performance. This ensures that our products withstand the demands of challenging environments. • Enhanced Visibility Features: <ul style="list-style-type: none"> o Our products incorporate advanced visibility features, including reflective elements and high-visibility materials. This ensures that wearers remain visible in low-light conditions, adding an extra layer of safety to their operational environments. <p>In summary, VIKING's proposed products stand at the forefront of technological innovation, boasting RFID and NFC integration, ergonomic design considerations, customizable features, advanced materials, enhanced visibility, and a commitment to sustainability. These attributes collectively redefine safety and comfort standards in the industry.</p>

43	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>AT VIKING, Sustainability is at the heart of our business.</p> <p>Our purpose in this world is to protect and save lives. A natural extension of this mission is to make our contribution to protecting the planet from global warming and other human impacts on our environment.</p> <p>Efforts in support of a sustainable environment are a natural extension of the values the company has stood for since our founding in 1960. We are responsible, engaged and globally oriented in everything we do, including when doing our part to reduce climate change.</p> <p>*Our ambition We have set ambitious goals for sustainability. By 2030 at the latest, we will achieve a balance between the amount of carbon dioxide we emit and the amount by which we reduce global emissions. In fact, we expect to achieve carbon neutrality even sooner.</p> <p>*Our approach ESG – Environment, Social and Governance – is gaining traction as a more transparent and measurable way of looking at sustainability and we have formed a comprehensive ESG strategy as core to the purpose of our company.</p> <p>With a structured ESG approach - rooted in the 10 principles of the UN Global Compact and the 17 Sustainable Development Goals formulated by the United Nations - we want to implement these actions throughout our organization and value chain, including suppliers and partners.</p> <p>Our focus areas: *Saving lives In line with our mission, we provide safety at sea by ensuring quality, reliability and innovation in our products and services. We achieve these aims by listening to our stakeholders and collaborating with relevant authorities.</p> <p>*Environment We intend to be a leading company in the industry when it comes to sustainability, and before 2030 our entire business will be carbon neutral. We are increasingly using methods that support environmental sustainability in our selection of raw materials, energy consumption, waste management and logistics.</p> <p>*Social responsibility We offer our employees an open, inclusive, safe and supportive workplace. We believe that this enables us to attract and retain the best employees. We have programs for students and people with special needs that help to ensure equal access to employment for all. We strive to support and improve the local communities in which we operate and to make positive transformations.</p> <p>*Corporate management We are committed to achieving long-term success through responsible and ethical business practices in every link of the value chain. We often define and hold ourselves to standards that significantly exceed the mere minimums required by law.</p> <p>Read more about our strategy, ambitions and governance in our sustainability reports - Uploaded.</p>
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>VIKING takes pride in its commitment to environmental sustainability and responsible business practices. Our dedication is reflected in our compliance with ISO 14040/44 standards, ensuring that our operations align with internationally recognized environmental management principles.</p> <p>While we do not have specific third-party eco-labels, ratings, or certifications for the equipment or products in our proposal, it is essential to highlight that VIKING actively follows and supports several United Nations Sustainable Development Goals (SDGs). These goals guide our efforts to contribute positively to global sustainability and societal well-being. Specifically, VIKING focused on the following:</p> <p>Goal 3: Good Health and Well-being: VIKING prioritizes the health and well-being of our employees and stakeholders, ensuring a safe and supportive working environment.</p> <p>Goal 4: Quality Education: We believe in the power of education and strive to contribute to educational initiatives within our community, fostering knowledge and skill development.</p> <p>Goal 8: Decent Work and Economic Growth: VIKING is committed to providing fair and decent employment opportunities, contributing to economic growth in a sustainable and responsible manner.</p> <p>Goal 12: Responsible Consumption and Production: VIKING actively works towards sustainable and responsible consumption patterns, minimizing waste and reducing our environmental footprint.</p> <p>Goal 13: Climate Action: Addressing climate change is a top priority for VIKING. We implement measures to reduce our greenhouse gas emissions and promote climate-resilient practices.</p> <p>Goal 16: Peace, Justice, and Strong Institutions: VIKING supports the establishment of peaceful and just societies, promoting transparency and ethical practices within our organization and in the communities we serve.</p>
45	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A

<p>46</p>	<p>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>	<p>VIKING Fire PPE distinguishes itself in the global market with unique attributes that set our company, products, and services apart, presenting compelling advantages for Sourcewell participating entities:</p> <p>*Global Recognition and Expertise: As a globally recognized leader in the firefighting industry, VIKING brings a wealth of expertise and a proven track record in providing top-tier Personal Protective Equipment (PPE). Our extensive experience positions us as a trusted partner for Sourcewell entities seeking reliable and renowned solutions.</p> <p>* Proprietary Fabrics: VIKING has worked with the best fabric mills in the world to create numerous exclusive fabrics such as the VIKING IQ and LC fabrics.</p> <p>*Cutting-edge Technology Integration: VIKING is at the forefront of technology integration in fire PPE. Our gear incorporates advanced features such as DuPont Nano Membrane technology, ensuring superior protection against particulate matter. This dedication to innovation equips Sourcewell participants with state-of-the-art solutions.</p> <p>*Data-Driven Insights and Trends: We leverage data analytics to glean insights into global trends, emerging technologies, and evolving industry standards. This data-driven approach enables us to anticipate future needs and provide Sourcewell entities with cutting-edge solutions that align with industry advancements.</p> <p>*Customization for Diverse Needs: Recognizing the diverse requirements of Sourcewell participating entities, VIKING excels in customization. Our PPE solutions offer a range of sizing options, fitting trials, and alterations to ensure a tailored fit and optimal performance, accommodating the unique demands of various firefighting scenarios.</p> <p>*Comprehensive Training and Support: VIKING goes beyond product delivery, offering comprehensive training and educational support. Our commitment extends to empowering Sourcewell entities with the knowledge and skills needed for effective product utilization, enhancing operational readiness.</p> <p>*Proactive Approach to Standards Compliance: VIKING is proactive in adhering to and surpassing industry standards. Our products undergo rigorous testing and certifications to ensure compliance with regulations, providing Sourcewell participants with the assurance of safety and quality.</p> <p>*Active in Global Sustainability: VIKING is committed to sustainability, incorporating eco-friendly materials and manufacturing practices into our PPE solutions. This not only aligns with the growing global emphasis on sustainability but also positions Sourcewell entities as leaders in responsible procurement.</p> <p>In summary, VIKING Fire PPE brings a combination of global recognition, propriety fabrics, technological innovation, data-driven insights, customization options, comprehensive support, and sustainability practices to Sourcewell participating entities. These unique attributes collectively position VIKING as a reliable and forward-thinking partner, ready to elevate the safety and efficiency of firefighting operations worldwide.</p>
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Table 9A: Warranty

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

Line Item	Question	Response *
47	Do your warranties cover all products, parts, and labor?	Yes, our warranties cover all products, parts, and labor. Please see the attached document for more detailed information.
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no restrictions in our warranty for garments that have been properly used and maintained.
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	N/A
50	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	All warranty repairs need to be returned to a VIKING certified ISP (located throughout the US and Canada) There are no geographic regions in the US or Canada that are excluded.
51	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	N/A
52	What are your proposed exchange and return programs and policies?	Please see the attached Warranty document for more detailed information.
53	Describe any service contract options for the items included in your proposal.	We can offer annual inspections and gear cleaning to contract proposals as needed.

Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *
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<p>54</p>	<p>Describe any performance standards or guarantees that apply to your services</p>	<p>VIKING is committed to upholding rigorous performance standards and guarantees to ensure the highest level of quality and satisfaction for our services. Here are key aspects of our performance commitments:</p> <p>*Compliance with Industry Standards: Our products and services adhere to industry-specific standards, such as NFPA (National Fire Protection Association) standards, ensuring that they meet or exceed established benchmarks for safety, functionality, and performance.</p> <p>*Certifications: VIKING products undergo testing and certification processes, earning accreditations from relevant authorities. These certifications provide assurance of compliance with recognized standards and regulations.</p> <p>*Durability and Longevity: We guarantee the durability and longevity of our products under normal usage conditions. VIKING gear is designed and tested to withstand the rigors of firefighting, technical rescue, and emergency medical operations.</p> <p>*Product Performance in Varied Environments: Our products are tested for performance in diverse environments, including but not limited to wildland firefighting, technical rescue/extrication, and EMS operations. They are designed to perform reliably across a spectrum of scenarios.</p> <p>*Quality Assurance: VIKING maintains stringent quality assurance processes throughout the manufacturing and service delivery chain. This ensures that every product leaving our facilities meets our exacting standards for craftsmanship, safety, and reliability.</p> <p>*Customization Satisfaction: We guarantee satisfaction with our customization options, ensuring that tailored solutions, including sizing, fitting, and alterations, meet the specific needs and preferences of Sourcewell participating entities.</p> <p>*Timely Delivery: VIKING is committed to delivering products and services within agreed-upon timelines. Our logistics and distribution processes are optimized to ensure timely delivery to Sourcewell participating entities.</p> <p>*Customer Support: Our commitment extends beyond the point of sale. VIKING provides reliable customer support services to address any inquiries, concerns, or issues that may arise post-purchase, ensuring ongoing satisfaction.</p> <p>Our dedication to these performance standards and guarantees reflects VIKING's unwavering commitment to excellence, safety, and customer satisfaction. We stand behind the quality and reliability of our products and services to provide Sourcewell participating entities with confidence in their procurement choices.</p>
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55	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>VIKING is committed to delivering exceptional service to our customers, and we uphold the following service standards and guarantees to ensure a positive and reliable experience:</p> <p>*Customer Support Excellence: We guarantee responsive and effective customer support, providing timely assistance for inquiries, technical support, and issue resolution. Our service team is dedicated to delivering exceptional assistance throughout the customer journey.</p> <p>*Timely Communication: VIKING is committed to clear and timely communication with our customers. Whether providing updates on order status, responding to inquiries, or addressing service-related matters, we strive to keep Sourcewell participating entities well-informed.</p> <p>*Warranty and Certified ISPs: We offer comprehensive warranty coverage and a network of certified ISP'd that form the backbone of our service commitments. These agreements provide Sourcewell participating entities with clarity on what to expect in terms of support and resolution timelines.</p> <p>*Return and Replacement Policies: VIKING maintains transparent and fair return and replacement policies. In the rare instance of product defects or issues, our policies outline the steps for returns and replacements, ensuring a hassle-free process for our customers.</p> <p>*Quality Assurance Checks: We conduct regular quality assurance checks on our products and services. This includes post-purchase evaluations and follow-ups to ensure that our customers are satisfied with their VIKING experience.</p> <p>*Training and Educational Support: VIKING offers training and educational support to Sourcewell participating entities. Our commitment extends beyond product delivery to providing resources and guidance on product usage, maintenance, and best practices.</p> <p>*Performance Metrics and Continuous Improvement: Internally, VIKING sets and monitors key performance indicators (KPIs) related to customer service. This includes response times, resolution rates, and customer satisfaction metrics. Continuous improvement initiatives are implemented based on these metrics.</p> <p>*Accessibility and Transparency: VIKING is committed to accessibility and transparency in our service processes. Sourcewell participating entities can access relevant information about their orders, warranties, and service requests through user-friendly platforms.</p> <p>These service standards and guarantees underscore VIKING's commitment to delivering not only high-quality products but also exceptional support and service throughout the customer lifecycle. We prioritize customer satisfaction and seek to continuously improve our service offerings based on feedback and evolving customer needs.</p>
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
56	Describe your payment terms and accepted payment methods.	VIKING's payment terms are NET 30
57	Describe any leasing or financing options available for use by educational or governmental entities.	VIKING does not offer any leasing or financing options at this time.
58	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	As each item is tailored to the individual firefighter, along with the standard purchase order, VIKING requires a custom sizing form. This form must be carefully measured by either a VIKING representative or an authorized VIKING dealer. Additionally, the fully completed configurations form will be required for order submission.
59	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	VIKING accepts all types of AMEX, VISA, MasterCard, and Discover Card cards as a means of payment. There is no additional cost to Members for this process. VIKING will also work any department or entity that wishes to streamline payment with other options such as bank wire or ACH.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
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60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the 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.	<p>VIKING is pleased to offer a comprehensive pricing model designed to provide Sourcewell participating entities with cost-effective access to our premium life-saving equipment. Our pricing structure is straightforward and transparent, featuring a set discount off the Manufacturer's Suggested Retail Price (MSRP) for each item in our proposal.</p> <p>See attached pricing model.</p>
61	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>VIKING will offer a 30% discount off MSRP.</p> <p>VIKING is committed to delivering exceptional value through our life-saving equipment, and we believe our discounted pricing model aligns with Sourcewell's goal of providing cost-effective solutions to its members.</p>
62	Describe any quantity or volume discounts or rebate programs that you offer.	<p>VIKING recognizes the diverse needs of Sourcewell participating entities, and we are committed to fostering a flexible and collaborative partnership. While we do not have standardized quantity or volume discounts or rebate programs, we approach each case individually to ensure that the unique requirements of our clients are met.</p> <p>We believe in tailoring our offerings to match the specific needs and scale of each Sourcewell member. Our dedicated team is open to negotiating discounts on a case-by-case basis, taking into consideration factors such as order volume, recurring purchases, and the nature of the engagement.</p> <p>At VIKING, we understand the importance of creating a mutually beneficial relationship, and our commitment to flexibility ensures that Sourcewell members can explore discount options that align with their procurement strategies and budget considerations.</p> <p>We welcome the opportunity to discuss and negotiate discounts based on the specific requirements of Sourcewell participating entities, and we are confident in our ability to provide competitive and customized pricing solutions.</p>
63	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>VIKING will supply quotes for sourced products per request.</p>
64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>The pricing submitted with our response is comprehensive and transparent, encompassing the majority of the total cost of acquisition. It is important to note that shipping costs are the only additional expenses not included in the initial pricing. We adhere to a straightforward pricing structure, and beyond shipping, there are no hidden or additional charges associated with our proposed products and services.</p> <p>Specifically, we do not charge for:</p> <p>*Extended Warranty: We offer competitive warranty terms, and there are no additional charges for extended warranty periods.</p> <p>*Rush Orders: Clients can opt for expedited processing of orders when necessary, and we do not impose additional charges for rush orders.</p> <p>*Training: Our commitment to customer service includes comprehensive training programs. The costs associated with mandatory training for the use and maintenance of our products are included in the overall pricing.</p> <p>There are no third parties associated with additional costs beyond the shipping charges. VIKING is dedicated to providing transparent and all-inclusive pricing to facilitate a straightforward and beneficial procurement process for Sourcewell participating entities. We welcome any further inquiries or discussions to ensure complete clarity regarding the total cost of acquisition.</p>
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>VIKING understands the importance of a comprehensive and cost-effective freight, shipping, and delivery program to provide optimal value to Sourcewell participating entities. Our program is designed to be flexible, efficient, and customer-centric.</p> <p>VIKING collaborates with all major shipping companies, ensuring a broad range of options for our customers. We are committed to securing the best shipping rates possible. VIKING works closely with customers to negotiate rates based on factors such as order volume, delivery destination, and preferred carriers.</p> <p>Our customer support team is readily available to assist with any shipping-related inquiries or concerns. We strive to provide timely and effective solutions to enhance the overall customer experience.</p>
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>VIKING's freight, shipping, and delivery program is designed to be adaptable to the unique needs of Sourcewell participating entities. By prioritizing cost efficiency, flexibility, and transparent communication, we aim to optimize the shipping process and contribute to a positive overall procurement experience.</p> <p>This adaptability and service excellence to Sourcewell members in Alaska, Hawaii, Canada, and anywhere else around the world will ensure seamless and tailored shipping solutions for all.</p>
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>We are always willing to try and assist a customer or end user their unique needs. VIKING will assess these on a case-by-case basis.</p>

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
68	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	While it is hard to have and apples- to-apples comparison on turnout gear, due to the numerous fabric combinations and choices of configurations. Our pricing proposal through Sourcewell will be comparable to the same discount given to our larger contracts.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>As a global leader in Safety, VIKING places significant emphasis on compliance, whether it being safety standards or contracts. We recognize the importance of understanding and implementing the necessary processes and system functionalities to operationalize contract terms fully. With extensive experience, VIKING ensures that its processes and systems are strategically designed to uphold contract compliance, encompassing pricing adherence and administrative fee payments. Our comprehensive approach involves aligning people, processes, and systems.</p> <p>All orders will have specific reference code that will be logged upon order entry. To guarantee ongoing accuracy, monthly reports will be run and available upon request. In the event of any discrepancies, prompt adjustments are made, and the Member will be duly credited, underscoring our commitment to maintaining contract integrity.</p>
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>If awarded a contract, VIKING is dedicated to implementing comprehensive internal metrics to assess and ensure the success of the engagement. Some key internal metrics we would track include:</p> <p>*On-Time Delivery Performance: Measure the percentage of orders delivered on time to Sourcewell participating entities. Timely delivery is critical to meeting the expectations of our clients.</p> <p>*Customer Satisfaction and Feedback: Implement regular customer satisfaction surveys and feedback mechanisms to gauge the satisfaction levels of Sourcewell members. This provides valuable insights into areas for improvement and ensures alignment with customer expectations.</p> <p>*Order Accuracy: Track the accuracy of order fulfillment, ensuring that the products delivered match the specifications outlined in the contract. Minimizing errors in product selection and delivery is crucial for customer satisfaction.</p> <p>*Compliance with Contract Terms: Monitor adherence to the terms and conditions specified in the contract. This includes pricing accuracy, warranty provisions, and any other contractual obligations to ensure compliance and transparency.</p> <p>*Response Time to Inquiries: Measure the average response time to inquiries from Sourcewell participating entities. Swift and effective communication is essential for addressing concerns, providing information, and fostering a positive customer experience.</p> <p>*Cost Management: Track internal costs associated with the fulfillment of the contract, including production costs, shipping expenses, and any other relevant expenditures. Continuous cost monitoring ensures financial sustainability and competitiveness.</p> <p>*Post-Sale Support and Issue Resolution: Monitor the efficiency and effectiveness of post-sale support, including issue resolution processes. Timely and satisfactory resolution of any concerns contributes to long-term customer satisfaction.</p> <p>*Market Expansion: Evaluate the success of efforts to expand market reach and engagement with Sourcewell members in diverse regions, such as Alaska, Hawaii, Canada, and globally. Tracking new partnerships and market growth is indicative of contract success.</p> <p>These internal metrics collectively enable VIKING to gauge the performance of the contract, identify areas for improvement, and ensure the continuous enhancement of our services to meet the evolving needs of Sourcewell participating entities.</p>
71	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	VIKING will allocate a 1.5% administrative fee to Sourcewell.

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

Line Item	Question	Response *
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<p>72</p>	<p>Provide a detailed description of the equipment, products, and services that you are offering in your proposal.</p>	<p>Below is a brief description of our product offerings, a more detailed description is uploaded in our catalog.</p> <p>*Structural Fire Turnout Gear VIKING WARRIOR- embodies top-tier excellence—an exceptional collection of cutting-edge, ergonomically designed personal protective equipment. Meticulously crafted, this line represents innovation at its finest, providing the wearer with unmatched levels of protection and flexibility.</p> <p>VIKING ACADEMY Gear - exemplifies cost-effective excellence—a distinguished range of designed personal protective equipment tailored for educational facilities. Carefully crafted, this line symbolizes innovation, delivering outstanding levels of protection and flexibility at a budget-friendly cost for educational institutions.</p> <p>VIKING Particulate Blocking Hood - a three-layer conformance hood featuring DuPont Nano Membrane technology for enhanced particulate protection. The synergy of three layers forms a formidable defense against particulate matter, while the advanced membrane provides an extra barrier, setting a new standard for protection. Offering the ultimate in breathability and situational awareness in a particulate blocking hood.</p> <p>Tri-Certified Gear * VIKING SHIELD - Versatility Unleashed for Technical Rescue/Extrication, EMS, and Wildland Firefighting This dynamic gear is triple certified for technical rescue/extrication, EMS, and wildland firefighting, offering a multi-purpose solution that seamlessly transitions between tasks. With the ability to switch roles by simply changing the lining, VIKING SHIELD is not a compromise but a premium choice, providing top-of-the-line ergonomic comfort and fit in any scenario.</p> <p>For firefighters facing the diverse challenges of technical rescue/extrication, wildland firefighting, and emergency medical operations, mobility and flexibility are paramount. VIKING SHIELD delivers a new level of protection and breathable comfort, alleviating the burdens a hot and demanding work environment.</p>
<p>73</p>	<p>Describe available options for customization of the products and/or equipment offered in your proposal.</p>	<p>VIKING offers a range of customization options to tailor products and equipment according to specific needs. Some available options for customization include:</p> <p>*Sizing Options: Provide a variety of sizing options to ensure a personalized fit for individual users, enhancing comfort and mobility.</p> <p>*Color and Design Choices: Offer a selection of colors and design elements, allowing Members to customize the appearance of the gear to align with organizational preferences or branding.</p> <p>*Custom Name Plates & Department Tags: Allow for custom name plate and Department tags, enabling Sourcewell participating entities to incorporate logos, names, or other identifiers on the gear.</p> <p>*Specialized Features: Provide the flexibility to include or modify specific features based on the unique requirements of users or specific operational needs.</p> <p>*Reflective Trim or Markings: Offer options for reflective trim or markings to enhance visibility and safety in various working conditions.</p> <p>*Material Choices: Depending on the product, allow for customization of materials to accommodate specific performance, durability, or safety requirements.</p> <p>*Accessory Attachments: Provide options for accessory attachments or modifications to support the integration of additional tools or equipment based on user preferences.</p> <p>*Personalization for EMS Gear: For EMS gear, customization options may include pockets, compartments, or layouts tailored to the specific needs of emergency medical personnel.</p> <p>VIKING is committed to working closely with Sourcewell participating entities to understand their unique requirements and provide customized solutions that align with operational preferences, safety standards, and organizational branding.</p>

74	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	<p>VIKING employs a meticulous process for sizing and fitting of our products to ensure an optimal user experience. Here's an overview of our approach:</p> <p>*Sizing Assessment: We begin by offering a comprehensive sizing guide to assist Sourcewell participating entities in determining the most suitable sizes for their users. This guide takes into account a minimum of 9 body measurements to facilitate accurate sizing.</p> <p>*Real-Life Sizing Options: VIKING goes beyond standard small-medium-large sizing options. We provide real-life sizing choices to offer a more tailored and ergonomic fit. This ensures that our products cater to the diverse body shapes and sizes of users.</p> <p>*Fitting Trials: We encourage fitting trials with our sizing sets available upon request. This allows users to physically try on the gear before making a final decision. This step is crucial to verifying the accuracy of sizing and addressing any comfort or fit concerns.</p> <p>*Customization for Unique Body Shapes: Recognizing that standard sizing may not always accommodate unique body shapes, VIKING offers customization options to tailor the gear to individual requirements. This may include adjustments to accommodate specific proportions or preferences.</p> <p>*Feedback Integration: We value customer feedback and incorporate it into our design and sizing processes. Continuous improvement is driven by the insights gained from users, allowing us to refine our sizing and fitting approaches over time.</p> <p>Our commitment to user comfort, safety, and satisfaction guides our sizing, fitting, and alteration processes. By providing a range of sizing options, encouraging fitting trials, and offering customization services, we ensure that VIKING products deliver an unmatched level of tailored performance for Sourcewell participating entities.</p>
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Firefighter PPE, Turnout Gear, Multi-Hazard Gear, Extrication Gear, EMS Gear, Wildland Gear, Hoods, Suspenders, Belts

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
76	Protective Clothing	<input checked="" type="radio"/> Yes <input type="radio"/> No	We manufacture turnout and technical extrication, EMS and Wildland certified gear. Along with particulate blocking hoods, escape belts, suspenders and other turnout gear accessories.
77	Helmets and related accessories	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
78	Other related equipment and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	We manufacture particulate blocking hoods, turnout gear belts, suspenders and other turnout gear accessories.
79	Firefighting apparel and station-wear	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
80	Extractors, laundry machines, mechanical dryers, drying and storing racks	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
81	Cleaning and decontamination service and maintenance	<input type="radio"/> Yes <input checked="" type="radio"/> No	
82	Firefighting PPE cleaning supplies	<input type="radio"/> Yes <input checked="" type="radio"/> No	
83	Cleaning equipment for other firefighting equipment and tools	<input type="radio"/> Yes <input checked="" type="radio"/> No	
84	Services Related to the equipment described above	<input type="radio"/> Yes <input checked="" type="radio"/> No	

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

Line Item 85. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

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

Documents

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

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

- [Pricing](#) - Pricing Plan - Sourcewell -FINAL.pdf - Thursday January 04, 2024 07:22:55
- [Financial Strength and Stability](#) - Signed_Annual report 2022 Viking Life-Saving Equipment.pdf - Friday December 22, 2023 16:21:30
- [Marketing Plan/Samples](#) - Marketing files.zip - Thursday December 28, 2023 14:02:08
- [WMBE/MBE/SBE or Related Certificates](#) - ISO14001 certificate.pdf - Friday December 22, 2023 16:23:48
- [Warranty Information](#) - Warranty document updated 12-4-2023.pdf - Wednesday December 27, 2023 10:46:46
- [Standard Transaction Document Samples](#) - Standard Transaction Docs.zip - Friday December 29, 2023 12:12:42
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Sustainability Report-Catalog-.zip - Friday December 29, 2023 13:28:11

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. - Sean Murray, Director of Sales - North America Firefighting Equipment, VIKING Life Saving Equipment

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

Yes No

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

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

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