

**MASTER AGREEMENT #091924****CATEGORY: Body Armor with Related Accessories, Equipment and Services****SUPPLIER: Black Box Safety, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Black Box Safety, Inc., 1950 Cordell Ct., Suite 103, El Cajon, CA 92020 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on December 23, 2028, unless it is cancelled or extended as defined in this Agreement.
- a **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 1) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 2) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #091924 to Participating Entities. In Scope solutions include:
- a Body armor offering ballistic, stab, blast, or blunt force resistance and protection or a combination thereof, such as:
- i Body armor with concealable/covert carriers, or external/overt carriers;
 - ii Tactical vests;
 - iii Hard and soft armor plates, inserts, panels, and backers;
 - iv Bomb or blast-resistant suits;
 - v K-9 (and other service animal) protective gear; and,
 - vi Other protective armor including shields, helmets, ballistic blankets, and ballistic backpacks.
- b Proposers may include accessories, equipment, and services related to their offering of body armor under Section 1. a. i.-vi. above to the extent that these solutions are complementary to the offering of the body armor being proposed.
- 3) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 4) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 5) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 6) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may

request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

7) **Open Market.** Supplier's open market pricing process is included within its Proposal.

8) Supplier Representations:

i **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

9) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

10) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time during the term of this Agreement.

11) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii **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 comply with all applicable Davis-Bacon Act provisions.

iii **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv **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 Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v **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 Agreement it will comply with applicable requirements as referenced above.

vi **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.

vii **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).

viii **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.

ix **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.

- x **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.
- xi **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 Agreement 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.
- xii **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.
- xiii **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.
- xiv **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement 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 Agreement or any purchase by an authorized user.
- xv **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 Agreement or any purchase by a Participating Entity.
- xvi **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.
- xvii **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement 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.

xviii **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.

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

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

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
 - 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions 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 Agreement and will be incorporated by reference.
- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by

Sourcewell, arising out of any act or omission in the performance of this Agreement 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **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, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) 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.

ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement 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.

- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **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 Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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 Agreement 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

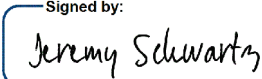
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

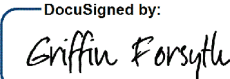
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Black Box Safety, Inc.

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 12/25/2024 | 11:18 PM CST

DocuSigned by:

 E8A544BEFA594A8...
 By: _____
 Griffin Forsyth
 Title: Vice President
 Date: 12/25/2024 | 10:07 PM MST

RFP 091924 - Body Armor with Related Accessories, Equipment, and Services

Vendor Details

Company Name: Black Box Safety
Address: 1950 Cordell Ct
Ste 103
El Cajon, California 92020
Contact: Parker Marshall
Email: parker@blackboxsafety.com
Phone: 619-499-7943
Fax: 619-499-7943
HST#: 82-1125133

Submission Details

Created On: Monday August 26, 2024 14:03:05
Submitted On: Thursday September 19, 2024 14:41:27
Submitted By: Parker Marshall
Email: parker@blackboxsafety.com
Transaction #: de7a6566-0292-45b7-b43b-e36746417890
Submitter's IP Address: 68.1.221.177

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Black Box Safety, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Black Box Safety, Inc. has never utilized a D.B.A., does not have any subsidiaries or authorized affiliates and will be performing the work related to this RFP itself, if awarded.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	7UY00; FRK5MJD35GN5	*
5	Provide your NAICS code applicable to Solutions proposed.	339113	
6	Proposer Physical Address:	1950 Cordell Ct, Suite 103 El Cajon, CA 92020	*
7	Proposer website address (or addresses):	www.blackboxsafety.com	*
8	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):	Griffin Forsyth, Vice President griffin@blackboxsafety.com (757) 813-6500 1950 Cordell Ct, Suite 103 El Cajon, CA 92020	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Parker Marshall, Government Sales Manager parker@blackboxsafety.com (757) 472-1616 1950 Cordell Ct, Suite 103 El Cajon, CA 92020	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jackson Dalton, President (612) 801-0202 jackson@blackboxsafety.com 1950 Cordell Ct, Suite 103 El Cajon, CA 92020	

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Founded in 2017 by Jackson Dalton, Black Box Safety has always prioritized personal values. After being medically retired from the Marine Corps due to a training accident, Jackson embarked on his journey in Occupational Health and Safety. He turned his life-changing experience into a positive by pursuing higher education in Business Administration at the University of St. Thomas. Subsequently, he joined Capital Safety, now part of 3M's fall protection brand. Over the next decade, he invested in a career in Occupational Health and Safety that held deep personal significance. This decade of experience, coupled with a Master of Public Health from the University of Minnesota and a position at 3M in the personal safety division, equipped Jackson with the tools and education necessary to start his own company in a field he is passionate about. The original mission of Black Box Safety was "to provide products that reduce risk, save lives, and get workers home to their families safely."</p> <p>Since its inception, Black Box Safety has substantially grown and evolved. Originally focused on Personal Protective Equipment, the company now operates in five key product sectors: MRO (Maintenance, Repair, and Operations), medical equipment, janitorial and sanitation, office supplies, and law enforcement equipment. Law enforcement equipment has quickly become Black Box Safety's second-largest sector, next to MRO, and the company takes great pride in providing life-saving products to those who need them most. Our values remain steadfast, and our commitment to equipping frontline officers with the tools they need to stay safe in their occupations is our primary motivation.</p>	*
12	What are your company's expectations in the event of an award?	<p>Black Box Safety anticipates a high level of competition to secure market share in the event of an award. We have a successful history of performing well on cooperative agreements, but achieving this requires significant effort and a well-developed strategy. To accomplish this, we will clearly outline responsibilities for current employees and establish new roles.</p> <p>The contract manager would officially begin his duties, which would include leading the marketing direction, collaborating with the Vice President to introduce the sales strategy, and planning industry events for the year. Pricing catalogs would be formalized and made accessible to all Black Box Safety employees. He would also oversee the implementation of a new section on the Black Box Safety website, ensuring that interested customers understand the terms and benefits of the newly awarded contract. This would be completed within five days of the award.</p> <p>Black Box Safety would promptly hire and train two additional outside sales representatives, preferably with prior law enforcement or military experience. Additionally, we would hire an inside sales representative to process orders, address customer service concerns, and ensure timely and accurate deliveries.</p> <p>We expect to achieve at least \$2.5 million in revenue within the first year of the award and aim for a 50% increase in revenue after the first year.</p>	*
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>Black Box Safety is a Service-Disabled Veteran-Owned Small Business with a strong balance sheet. Black Box Safety, Inc. holds \$2,000,000 in capital on its balance sheet and \$500,000 in equity, consistently paying all vendors either early or on time. Financial documents, including income statements and aging summaries for accounts payable and receivable, are available upon request. W.W. Grainger has granted Black Box Safety an \$8,000,000 line of credit, with an UCC filing to reflect this. Additionally, Bank of America has issued a \$1,500,000 line of credit to Black Box Safety, also documented in an UCC filing. Black Box Safety currently holds a \$2,000,000.00 line of credit with Point Blank. Both Dun & Bradstreet and Experian credit bureaus rate Black Box Safety as having excellent credit, thanks to our history of timely vendor payments.</p> <p>Black Box Safety estimates annual revenue at about \$30,000,000.00 with \$23,000,000.00 realized year-to-date.</p> <p>Further financial details and documents are attached.</p>	*
14	What is your US market share for the Solutions that you are proposing?	<p>Black Box Safety's market share for body armor in the United States is estimated at 1%</p> <p>That being said, Black Box Safety aims to increase US market share to 5% over the next 5 years.</p>	*
15	What is your Canadian market share for the Solutions that you are proposing?	Black Box Safety does not currently sell into Canada, however, the prospect of doing business in Canada is appealing and would be a worthwhile endeavor to pursue if awarded this contract. That being said, all administrative and compliance tasks would be needed to be completed prior to Black Box Safety marketing to Canadian entities.	*

16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Black Box Safety, Inc. has never filed for bankruptcy.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Black Box Safety is a distributor. As stated earlier, body armor or law enforcement supplies in general is just one sector of our company. Black Box Safety has a very good relationship with Point Blank Enterprises and were named and awarded as one of their top 10 distributors in fiscal year 2023. When this RFP was released, Griffin Forsyth had a conversation with the Executive Vice President concerning our viability to service this contract and it was agreed that winning an award for this contract would be a mutually beneficial pursuit. Black Box Safety works extremely well with Point Blank and we are named as an authorized distributor. a). Black Box Safety is one of Point Blank's Top Ten distributors internationally. A letter from Point Blank authorizing Black Box Safety to distribute its products is attached in this submission. If awarded all work will be performed by Black Box Safety employees.	*
18	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.	This is not applicable to the work Black Box Safety will perform if awarded.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Black Box Safety, Inc. has never been debarred or suspended.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Black Box Safety ranked 108th amongst the 5000 fastest growing privately held company in the U.S. by Inc.com in 2023. The D'Aniello Institute for Veterans and Military Families recognized Black Box Safety as the 13th fastest growing Veteran-Owned Business in the country in 2024 based on its 2023 performance in the INC 5000. In 2024, Black Box Safety was again recognized as an "INC 5000" company for placing in the top 5000 fastest growing, privately held companies in the U.S. In 2021, Black Box Safety was given the "Disabled Veteran's Business Enterprise of the Year" award by NaVOBA (National Veteran-Owned Business Association). Jackson Dalton, President of Black Box Safety, the California Department of Veterans Affairs was presented the John K. Lopez Award for Business Excellence in 2020.	*
21	What percentage of your sales are to the governmental sector in the past three years?	96.9% of Black Box Safety's sales over the past three years were to government agencies.	*
22	What percentage of your sales are to the education sector in the past three years?	About 5% of our sales in the last year were to higher education. Black Box Safety has only been selling to the education sector for about 18 months.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	-State of California Body Armor Contract #1-23-84-07: This is an exclusive, mandatory participation armor contract for all California State Agencies. Black Box Safety received the contract award 08/09/2023 and sales volume for a one year period was \$7,488,714.67. -State of California NASPO MRO Contract: Leveraged Purchase Agreement #7-18-51-02.18. This contract has only been active for Black Box Safety since April of 2022 and Black Box Safety's average annual sales for this contract is \$12,634,481.10 -California State University Omnia Contract #C-CSUCO-00001768. Black Box Safety has only had this contract since May of 2023. This contract has yielded average annual revenue of \$1,553,698.44	*

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?	Black Box Safety GSA Contract Number: 47QSWA23D000Y Annual Sales less than \$50,000.00	*
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Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
California Department of Corrections and Rehabilitation	Joseph Kohler	(661) 979-1901	*
California Highway Patrol	Danya Snyder	(916) 843-3602	*
California Department of Justice	James Meek	(916) 210-4310	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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

Line Item	Question	Response *	
26	Sales force.	<p>Black Box Safety's sales team has provided and serviced body armor across the nation and is eager to grow into new markets in partnership with Sourcwell. Our sales team connects end users with industry leading manufacturers and coordinates with procurement teams to optimize the purchasing process for SLED agencies. Our sales team brings military and law enforcement experience to the table to aid our customers in product selection and validate trust in body armor selection.</p> <p>Each of our sales team members has dedicated a significant portion of their professional career to SLED focused government contracting. This unique understanding of the limitations has led Black Box Safety to become the largest Small Business Seller of products to the state of California in a 5-year time frame. Furthermore, each has experience leveraging state cooperative purchasing agreements to drive customers away from arduous bidding procedures. Our sales team focuses on aligning end users and procurement officials to highlight the benefits of cooperative purchasing and the power of leveraging cooperative purchasing.</p> <p>Black Box Safety was added to its first cooperative purchasing agreement (State of California 7-18-51-02.18) in March of 2022. This agreement provides state of California agencies with roughly 50 Small Business options to purchase Industrial supplies without bidding. While some companies had been a part of the co-op for decades, Black Box Safety's team immediately took market share. In the 2 and a half years since joining the cooperative, Black Box Safety's sales team has received \$32 million in contracts, nearly 1.5 times our closest competitor in the state.</p> <p>Black Box Safety has a 9-person sales team that is based in Southern and Northern California with an international reach. Our team frequents conferences (both in the tactical/govcon industries and to promote veteran business entrepreneurship), product demonstrations, and body armor sizing's to ensure customers are provided with the best solution for their soft armor needs. Each member of our sales team is a subject matter expert in body armor and undergoes yearly sizing certification and training on new body armor products. Our sales team is organized by Department/Agency verticals to create consistency for customers and streamline processes for the service team.</p> <p>Our sales team has a demonstrated history in moving SLED agencies towards streamlined purchasing. However, that growth was also driven by internal company investment. Our largest current SLED body armor contract was awarded by the State of California Dept. of General Services last year. Since then, we have brought on an additional 3 sales reps. We have consistency brought on sales members to manage growth and tackle new markets. If awarded this contract, Black Box Safety plans to hire 2 outside sales reps and one inside sales rep within a month of signing the award. Furthermore, our existing sales team has an existing network with manufacturer's reps to coordinate strategy and effectively target customers.</p>	*

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Black Box Safety will utilize its own sales force and plans to hire more if awarded this contract. Black Box Safety has also hired 1099 contractors recommended by the manufacturer in the past to perform sizings on our behalf. This method is utilized for cases in which an in person sizing is needed and the area is close to an existing certified sizer. There is an existing standard operating procedure for submission of documents to Black Box Safety after the sizings take place. For Sourcewell, we do not plan on utilizing this methodology, however, we have a successful track record using this strategy and can employ it if needed.	*
28	Service force.	<p>Black Box Safety aims to enhance its customer service and account management capabilities to support its growth into new markets through the cooperative purchasing agreement with Sourcewell. This service plan outlines the structure, strategies, and actions to ensure optimal service delivery to end users and procurement teams while capitalizing on the strengths of our sales team and industry experience.</p> <p>Objectives:</p> <ol style="list-style-type: none"> 1. Enhance Customer Experience: Provide timely, effective support and guidance to SLED agencies in the procurement of body armor. 2. Streamline Purchasing Processes: Leverage Sourcewell award to simplify procurement for customers. 3. Expand Market Presence in the field: Establish a strong footprint in new markets through effective sales strategies and customer engagement with company representatives meeting customers in person. 4. Develop Subject Matter Expertise: Continuously train and certify staff to maintain high levels of product knowledge and customer service. <p>Service Structure:</p> <ol style="list-style-type: none"> 1. Dedicated Account Management <ul style="list-style-type: none"> - Assign an Account Manager to each major customer within the cooperative agreement, ensuring personalized service and quick resolution of inquiries. - Utilize a CRM system to track interactions, manage contracts, and maintain customer preferences. - Sales reps will handle the initial service request such as in person sizing, when applicable, and other service such as product questions, demonstrations, warranty claims, etc. Our inside sales team and purchasing will take over for sales reps after the proper information is gathered and documented so that sales reps can focus on customers rather than back-end administrative tasks. 2. Sales Team Expansion <ul style="list-style-type: none"> - Hiring Plan: Recruit 2 outside sales representatives and 1 inside sales representative within one month of contract award to bolster outreach and support. - Training: Implement ongoing training programs focused on product knowledge, sales techniques, and customer relationship management. 3. Customer Support Team <ul style="list-style-type: none"> - Establish a dedicated customer support line for Sourcewell Body Armor customers to address queries related to product selection, order details and contract details. - Provide online resources such as FAQs, product guides, and procurement process documentation to facilitate customer education. <p>Strategies for Engagement:</p> <ol style="list-style-type: none"> 1. Proactive Outreach <ul style="list-style-type: none"> - Conduct quarterly check-ins with existing clients to gather feedback, assess needs, and identify opportunities for additional services. - Schedule regular product demonstrations and sizing training for customers, to enhance user experience and build relationships. 2. Marketing and Education <ul style="list-style-type: none"> - Develop targeted marketing materials highlighting the benefits of cooperative purchasing and Black Box Safety's value proposition. - Organize webinars and workshops to educate potential clients on body armor selection and cooperative purchasing advantages. <p>Performance Metrics:</p> <ol style="list-style-type: none"> 1. Customer Satisfaction <ul style="list-style-type: none"> - Monitor customer satisfaction through regular surveys and feedback forms post-purchase. 	*

		<ul style="list-style-type: none"> - Aim for a customer satisfaction rate of 90% or higher. <p>2. Sales Growth</p> <ul style="list-style-type: none"> - Set quarterly sales targets, aiming for a 15% quarter over quarter increase in revenue under the Sourcewell cooperative agreement. - Track the number of new customers acquired in target markets. <p>3. Response Time</p> <ul style="list-style-type: none"> - Utilize our CRM to document customer inquiry resolution times. Consistently beat our 24-hour response time rule. 	
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The ordering process is simple: an agency will reach out to Black Box Safety to receive a quote for items they would like to purchase via the website, phone or email. Black Box Safety will generate and send the agency staff member a quote for the items requested with detailed line item descriptions for each product. If sizing is needed, either agency staff will size their officers or a Black Box Safety employee will travel to size the agency personnel and once a purchase order is received by Black Box Safety, our staff will enter the order and send a sales order to the agency buyer. Simultaneously, our purchasing team will generate and send an order to Point Blank Enterprises, where it will be processed in the Point Blank portal and the manufacturing process will commence. Lead time on orders will be 45 to 60 days after receipt of order. Black Box Safety will send the customer tracking numbers once the order has shipped out and send an invoice to the accounts payable contact upon delivery.</p> <p>For items in which sizing is not required, agencies have the ability to purchase our catalog offering on our website. They will receive an agency specific "discount code" that aligns with our Sourcewell pricing and notes the name of the agency. The agency will be able to utilize credit cards on our website to purchase the supplies they need.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>The Black Box Safety team has been assembled in different verticals to prioritize efficiency for the company and the customer base. Sales representatives manage certain accounts so that customers retain consistency throughout the life cycle of their buying processes. Sales reps are available for product demonstrations, quoting projects, making product recommendations based on desire and need, and assisting buyers in developing a holistic approach to their agency's body armor program. Sales reps remain dedicated to our customers after product delivery; they will work in conjunction with our purchasing team and inside sales team to resolve any product issues, warranty claims, "return material authorizations," sizing problems, etc. In case-specific circumstances, sales reps may suggest a virtual meeting to resolve product issues in real-time. The account specific sales rep will return calls or emails within 24 hours and our inside sales team will be available by phone and email Monday-Friday 8am to 5pm Pacific Standard Time. In regards to payments, our collections team is also available via our office number or email during the business hours listed above and commit to return phone calls and email within 24 hours of contact, however, in most circumstances it will be within minutes. All customer service issues are documented as tickets in our CRM platform and resolved on a "first in, first out" basis, unless there is an emergency or a customer calls in for resolution in real-time. The goal of our service is to provide a frictionless experience for our law enforcement and frontline customers so they can focus on their mission of public safety.</p> <p>As one of Point Blank's largest volume distributors, Black Box Safety has internal resources that can assist in emergency orders and command priority compared to other distributors. Point Blank is the largest Body Armor manufacturer in the United States, which provides end users with faster lead times and better quality assurance procedures.</p>	*

31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities.	<p>Since our inception in 2017, Black Box Safety has focused almost entirely on the SLED marketplace and aggressively grown in the space. We are passionate about creating a safer and more effective environment for law enforcement and providing the highest quality products and services. Our company has consistently outperformed our weight, most notably beating out much more established Distributors and Manufacturers for the largest, sole-source state Body Armor contract in the country.</p> <p>Our first order as a company was from the Minnesota Dept. of Corrections and have continued to work with state and local agencies across the country since then. In the 7 years since our founding, we have been awarded long-term contracts by the New York and California state governments, displaying our commitment to a national sales strategy with SLED organizations.</p> <p>Black Box Safety's commitment to expansion is exemplified in our internal investments to sustainably accommodate and accelerate growth. Inc.com recognized Black Box Safety amongst the top 5000 fastest growing private companies in both 2023 and 2024, ranking 108 of the top 5000 in 2023. The company has brought on sales reps to target growth areas, created custom reports for customer accounting and procurement teams, invested in E-procurement software to streamline internal and customer facing processes, and much more to meet and exceed customer needs.</p> <p>Black Box Safety has consistently gone above and beyond for customers. Our company believes forging partnerships with procurement officials and end users can drive success for SLED organizations. We believe larger companies fail to do so and take for granted the wants and needs of state and local agencies. In California, the state government and San Francisco Police Dept. recognized that difference and, respectively, moved away from long-term contracts with a much larger distributor that offered the same products. Black Box Safety strives to provide agencies with the personalized touch they deserve to drive public safety.</p> <p>Black Box Safety recognizes that Sourcwell provides the greatest path to continue our growth and accomplish our founding mission. The Company has consistently invested in areas to drive growth and we see this as a unique opportunity to provide cutting edge body armor solutions and service to customers nationally.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Black Box Safety is eager to work internationally and has the logistics and manufacturing partnerships in place to successfully work with Canadian customers as compliance requirements are met. Furthermore, our manufacturing partner has vast experience providing international solutions and aided in distributor compliance as they target new markets. While we have not worked with Canadian agencies in the past, we have provided armor across the continental United States and have the manufacturing and logistical partnerships in place to service Canadian customers. If we were to be awarded the contract, we would invest in ITAR certification and strive to penetrate the market.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Black Box Safety does not currently perform business activities in Canada, but would like to pursue business in Canada if awarded this contract. There are no geographic areas that we would not serve.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Black Box Safety will only sell body armor to public safety entities such as police, fire, EMS, security, military, other law enforcement not listed and government agencies. Furthermore, Black Box Safety would validate and assess need of nongovernment participating agencies and provide solutions as criteria are met.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no requirements or restrictions for participating entities. No additional charges will be made for any OCONUS U.S. territories or Canada. Sales reps can travel to these regions if needed as well.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	NET 30 terms will be extended to nonprofit entities who satisfy our requirements listed in question 34.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>If awarded, Black Box Safety would employ the following strategies:</p> <ul style="list-style-type: none"> • Physical Marketing <ul style="list-style-type: none"> -Bring our team of sales representatives to law enforcement, tactical and emergency services related trade shows across the country -Capturing leads at trade shows and events and logging information into CRM for follow up -Work with Point Blank to establish markets in which there are not enough product sales relative to the population and work with manufacturer representatives for site specific sales strategies including in person sales calls, phone calls and emails -Offer 30-day test and evaluation to qualified leads for one person in any agency who would like to try our products • Creative Marketing <ul style="list-style-type: none"> -Publish content weekly on LinkedIn, Instagram, X and other social media platforms with pertinent cooperative agreement information and links to the award -Invest in advertisements on popular Youtube channels in the tactical space with links to our website page devoted to the Sourcewell body armor contract -Create videos internally for publication on Youtube that exhibit new product releases, "how to" videos, Armor shooting demonstrations, product reviews, etc. -Leverage our existing Federal and SLED customer networks to provide introductions to their colleagues in agencies with which we do not currently work • Traditional Marketing <ul style="list-style-type: none"> -Publish content on the Black Box Safety website and blog -Gather lists of potential customers and create email campaigns that detail product offering as well as newsletters encompassing the cooperative agreement -Create new PDF's and physical marketing collateral such as brochures and catalogs dedicated to the Sourcewell contract, along with user instructions -Invest in Search Engine Optimization surrounding Body Armor and the Sourcewell cooperative agreement -The sales team will have bi-monthly meetings internally to discuss a continued marketing strategy for spreading awareness of Black Box Safety's Sourcewell award -The Contract Manager will work with Sourcewell employees and the internal sales team to constantly provide feedback to our marketing team for directional guidance on new material
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Black Box Safety has consistently tracked engagement from a wide range of digital marketing campaigns. We currently have a two-pronged digital strategy that drives new customers through active campaigns and lead nurturing driven by search engine optimization.</p> <p>Active Campaigns</p> <ol style="list-style-type: none"> 1. Black Box Safety curates weekly LinkedIn posts to increase brand awareness amongst our Company's social network. We track engagement and cater posts with keywords focused for targeted growth areas. We track this engagement and note leads in our network consistently engaging with our posts. 2. Black Box Safety also has a strong presence on Instagram and Facebook. We provide team updates that drive home the personalized nature of our company. 3. We aim to mirror our business philosophy on our social media to create a comprehensive brand. As previously mentioned, we are focused on creating partnerships with end-users and believe that digitally capturing our collaborative culture and consistently digitally engaging with our network drives that message home. <p>Passive Marketing</p> <ol style="list-style-type: none"> 1. For nearly four years, Black Box Safety has worked with an outside digital marketing consultancy to drive Search Engine Optimization. We have refined our keyword and backlink strategy across our website to drive new users and increase conversions. 2. We consistently review metadata and push content to drive search engine optimization. Engagement is tracked and educates sales on product and geographical engagement <p>Sourcewell Specific Digital Initiatives</p> <ol style="list-style-type: none"> 1. Digital Catalog for agencies 2. Black Box Safety has worked with Graphic Design teams to promote other contract vehicles for SLED agencies (attached in documents) and would invest in similar material upon award. 3. Active advertising campaigns on high traffic Youtube channels in the tactical space to promote awareness of the Sourcewell contract award for Black Box Safety's product offering 4. Production of Youtube videos dedicated to new product releases, "how to" videos, product testing and product reviews.
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Black Box Safety has experience working with other cooperative purchasing programs such as NASPO and Omnia. Our approach has always been to generate leads and sales internally and rely on the cooperative purchasing authority as a resource when questions arise. We have attended trades show with Omnia employees and have actually worked to promote the Black Box Safety contract together on specific occasions. That being said, the Black Box Safety sales team does not expect Sourcewell to perform business development but would value Sourcewell as a resource to answer questions and strategize with. In this specific case, Sourcewell would benefit financially from Black Box Safety's sales success, so that financial interest would be amplified through assistance with marketing strategy.</p>

40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Black Box Safety successfully operates an e-commerce platform currently. The only currently approved external carrier for California Department of Corrections and Rehabilitation is offered on our website and we process orders daily. This sector of our e-commerce capability began about two months ago and has already provided a positive return on investment; annual sales are currently estimated at \$210,000.00 for this iteration of the website. Black Box Safety does not currently offer our full catalog of body armor on our website, but if awarded this contract, that is something we would pursue and could accomplish within a month of award.</p> <p>In order to sell our Sourcewell body armor catalog successfully online, Black Box Safety would employ agency specific codes to be used at checkout. Those codes would be mapped to Sourcewell awarded pricing and encompass all items in the buyer's cart that are part of the Sourcewell offering. We would advertise this capability on our homepage tiles on the website and prospective customers would either call or email sourcwellarmor@blackboxsafety.com in order to receive that purchasing code. The code will work for the lifecycle of the contract and allow customers to bypass the need for credential verification online, as Black Box Safety only sells body armor to public safety professionals.</p> <p>Black Box Safety has another e-commerce platform that was developed for our higher education customers in which we realize annual sales of over \$341,586.60. From that successful launch 18 months ago, Black Box Safety created profiles for some of our federal government customers, and in less than 6 months, that has yielded \$153,374.14 in sales.</p>	*
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Table 5A: Value-Added Attributes (100 Points)

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>Black Box Safety has successfully completed numerous custom projects for law enforcement agencies, understanding that each entity has unique policies, requirements, and preferences. We collaborate closely with each agency to deliver tailored solutions. In partnership with Point Blank Enterprises, we can offer custom colors, designs, and solutions that meet the specific needs of law enforcement teams.</p> <p>To facilitate the ordering process, Black Box Safety provides sizing instructional videos, Standard Operating Procedures for sizing, and sizing kits for agencies that place large orders. Before ordering size-specific items, agencies must complete our sizing training and certification. Most training will be offered online, with video calls demonstrating the procedures. For one-time orders of \$50,000 or more, our employees can conduct in-person sizing. Additionally, for agencies committing to order more than 100 concealable vests annually, we provide sizing vest sets and in-person training at no extra charge.</p> <p>Digitally, we offer video instructions for a variety of products and an online custom builder for a modular armor system (see documents). We also partner with two certified Operations Instruction Companies for specialized training on select products (not included in Sourcewell Pricing).</p> <p>Point Blank holds a \$25 million liability insurance policy, that would be honored for armor sold by Black Box Safety, to be used in the event of injury due to a warrantied armor failure. Point Blank Enterprises adheres to rigorous manufacturing standards and is ISO 9001:2015 and AS9100D certified:</p> <ul style="list-style-type: none"> - AS9100D: An international quality management standard for the aerospace industry, ensuring suppliers produce safe and reliable products that meet civilian and military aviation requirements. - ISO 9001:2015: An international standard focused on Quality Management Systems (QMS) to enhance customer satisfaction and organizational efficiency. 	*

42	Describe any technological advances that your proposed Solutions offer.	<p>The armor Black Box Safety is offering is industry leading for domestic law enforcement across the board. Alpha Black, one of our level IIIA soft armor packages, provides a combination of low aerial density: .80 lbs/sq.ft and a thickness of .20 inches making it the industry leader for level IIIA soft armor.</p> <p>The "Origin" series is a new line of tactical armor carriers designed to improve the users' experience pertaining to wearing armor in field operations. It provides modularity that previously was not possible from any other manufacturer and its ergonomic properties ensure a proper, comfortable fit.</p> <p>The Vanguard shield is a rifle-rated ballistic shield available in 4 size configurations. The most common size is the 20"x30" shield with a rifle-rated viewport and 1200 lumen Foxfury light. This shield has passed extensive ballistic testing for common rifle rounds. It comes in at .4" thickness and 16.8 pounds, about half the weight of many competitors.</p> <p>The technology displayed in the newer plates in our offering exhibit the latest advancements in material science, only harnessed by the largest armor producer in the United States, which is also the largest provider of armor to the Department of Defense.</p> <p>The e-commerce solutions Black Box Safety is proposing allow customers to effortlessly shop for body armor and related accessories and checkout online. They can input their sizing information, select colors, choose modifications at no extra cost, all while maintaining a secure online presence.</p>	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Black Box Safety offers the recycling of expired body armor to customers who purchase armor from Black Box Safety on the Sourcewell cooperative agreement. This program not only offers a safe method for agencies to get rid of old armor and clear out warehouse space, but it also lowers their carbon footprint. Soft armor set up for recycling by Black Box Safety will be shipped to our partners who will shred the expired or damaged armor and then sell it to manufacturers who turn the material into new products. Participating agencies will receive a certificate of destruction within 30 days of their armor pickup date so that they can be sure the armor is no longer in existence. Hard armor will incur a charge of \$4.00 per piece, plus the cost of shipping. A quote for disposal, including shipping, will be provided to interested parties prior to any action being taken.</p> <p>This program is currently being utilized in our State of California armor contract with great success.</p> <p>Point Blank Enterprise, Inc. conforms to the requirements of ISO 14001: 2015 which is an "internationally recognized standard for environmental management systems (EMS). It provides a framework for organizations to design and implement an EMS, and continually improve their environmental performance." This ISO certification is attached to our submission.</p>	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Black Box Safety does not have any third party issued eco-labels, ratings or certifications pertaining to this proposal.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>The unique value of our proposal includes the following:</p> <ul style="list-style-type: none"> • Customers will always be speaking with a Subject Matter Expert for their armor related questions. • The Black Box Safety team will work with entities for custom projects and can provide custom designs for external carriers, plate carriers, etc. that will be specific to the ordering agency. Black Box Safety has a history of custom designed carriers for individual agencies. • The three catalogs offered in our proposal cover an extremely wide breath of products and in most cases, provide multiple options for any armor need of public safety personnel • As a small business, every customer matters to us tremendously. Our reputation as a company willing to go above and beyond for our customers plays a significant role in our approach. That said, we will stop at nothing to ensure customer satisfaction. • Point Blank armor is unparalleled in terms of performance and comfort. Technologies such as the "Self-Suspending Ballistic System" employed in the soft armor we offer is not available from other manufacturers. • Black Box Safety will provide sizing vest sets to customers who commit to purchase over 100 concealable vests annually. This allows customers to size themselves using a methodology that lets wearers to feel the coverage of the vest prior to receiving a vest, in order to get the best fit. This method is much more accurate than using tape measurers. 	*

46	Describe how your products meet applicable National Institute of Justice (NIJ) or industry specific Standards.	<p>Point Blank currently holds 88 NIJ 0101.06 armor package certifications through the NIJ Compliance Testing Program. The manufacturing of this armor is Point Blank's top priority and Black Box Safety regularly connects with Point Blank's Research and Development as well as compliance personnel for questions related to NIJ certifications and new armor packages. All NIJ certified packages from Black Box Safety will have an NIJ Mark affixed to the armor that details specific product information such as Manufacturer name, model designation, applicable standard (NIJ 0101.06), rated level of protection, size, serial number, lot number, location of manufacture, manufacture date, warranty period, warranty point of contact, applicable warnings, proper orientation and care instructions.</p> <p>If the armor is not NIJ certified, the testing standards will be noted on the armor label. Some armor packages we are offering are not NIJ certified but utilize other applicable standards of testing, such as military testing.</p> <p>Every product that Point Blank manufactures is lot tested in the Point Blank testing facility inside the factory. That is an extremely onerous task, but ensures quality standards are being maintained, above and beyond what is required by entities such as the NIJ.</p>	*
47	Describe how your company plans to meet future industry standards.	<p>Black Box Safety's sales team is committed to staying informed about the latest developments in the armor industry. We continuously research, learn, and engage with colleagues to ensure we remain subject matter experts. Our team actively monitors updates on the NIJ 0101.07 standards and engages in ongoing discussions with Point Blank's soft and hard armor divisions to understand the implications for new, compliant product offerings. The new testing standards outlined in NIJ 0101.07 will make it more challenging to certify packages that previously met the old criteria, and we view this as a positive development. The updated soft armor testing standards are notably more rigorous, especially regarding stress testing and the certification of female-specific packages.</p> <p>We are particularly excited about Point Blank's recent exclusive partnership with DuPont to develop "Kevlar EXO," an innovative product that promises to be a game-changer in the industry. We anticipate its release in both HG1 and HG2 packages. While final details regarding thickness and aerial density are still pending, we expect these specifications to significantly impact the armor market.</p> <p>The transition from NIJ 0101.06 to NIJ 0101.07 represents a monumental shift in rifle-rated hard armor standards. Our team believes this new framework will provide agencies with a clearer understanding of the protection levels they need and which products they can trust. While NIJ 0101.06 classified rifle-rated plates into only two levels—Level III and Level IV—the new standard introduces three distinct levels of protection against rifle threats and implements more stringent testing protocols. This change will enhance the quality of the armor we offer, and we plan to expand our catalog of hard armor options accordingly.</p>	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
48	Select 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 and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Black Box Safety, Inc. is a certified Service-Disabled Veteran-Owned Small Business (Federal Certification).</p> <p>Black Box Safety, Inc. is a certified SDVOB (Service-Disabled Veteran-Owned Business) in New York State.</p> <p>Black Box Safety, Inc. is a certified DVBE (Disabled Veteran Business Enterprise) and SB (Small Business) in California.</p>
49		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
50		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
51		Disabled-Owned Business Enterprise (DOBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Black Box Safety, Inc. is a certified DOBE by Disability Inclusion.
52		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
53		Service-Disabled Veteran-Owned Business (SDVOB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Black Box Safety, Inc. has a Veterans Affairs SDVOSB certification that is current.</p> <p>Black Box Safety, Inc. is a certified SDVOB (Service-Disabled Veteran-Owned Business) in New York State.</p>
54		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Black Box Safety holds a Small Business certification issued by the California Department of General Services.</p> <p>Black Box Safety, Inc. is a certified DVBE (Disabled Veteran Business Enterprise) and SB (Small Business) in California.</p>
55		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
56		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
57	Describe your payment terms and accepted payment methods.	<p>Black Box Safety payment terms are NET 30 in the case of a government issued purchase order. Physical checks, wires and ACH are acceptable forms of payment.</p> <p>Credit card payments are accepted and payment is Due on Receipt of invoice.</p> <p>For Sourcwell participating agencies that are not government entities, NET 30 payment terms will be extended for purchase orders, following entity verification. These entities can also pay by credit card if that is preferred.</p>	*
58	Describe any leasing or financing options available for use by educational or governmental entities.	Black Box Safety does not provide leasing or financing options.	*

59	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Black Box Safety will require a purchase order to start work on any project, or payment in the event of a credit card order. That means in order to process an order and begin the manufacturing of any products, Black Box Safety will need a purchase order detailing the line items being ordered, quantities of each, details matching a quote from Black Box Safety relevant to each product, the Sourcewell contract number, any required delivery dates, terms of the purchase order, shipping and billing addresses and an accounts payable point of contact of the buying entity.	*
60	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Black Box Safety accepts P-cards as a form of payment at no additional cost.	*
61	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.	Black Box Safety is offering a flat 38% discount from MSRP (noted as "2024 Retail") on all three proposed catalogs which include: hard armor, soft armor, spike armor, concealable carriers, tactical carriers, plate carriers, shields, helmets, K-9 armor, pouches, gun-belts and more. SKU's for each product are listed along with the MSRP for each. Pricing of custom products that we design for customers will be based on the closest matching commercially available products listed and discounted at the same 38%.	*
62	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.	Black Box Safety is offering a 38% Discount from MSRP on all catalog items. NOTE: the catalogs attached list MSRP, not the Discounted Rate.	*
63	Describe any quantity or volume discounts or rebate programs that you offer.	Black Box Safety is offering the following volume discounts: 2% for purchase orders \$50,000 to \$99,999.99 3% for purchase orders \$100,000 to \$249,999.99 4% for purchase orders \$250,000 and above	*
64	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.	Black Box Safety is extremely practiced in sourcing and would facilitate sourcing or open market orders for any interested customer by receiving manufacturer direct quotes and charging a base 15% premium to the end user. That price is negotiable based on volume and all orders need to be quoted by Black Box Safety before a purchase order is issued. Black Box Safety works with over 850 different manufacturers, dozens of which are in the law enforcement space.	*
65	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.	Intangible costs would be costs of training internal employees on sizing and completing that sizing. Black Box Safety will not charge for training. Pricing is FOB destination and there are no charges for pre-delivery inspection, installation, set up, mandatory training or initial inspection.	*
66	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Pricing is FOB Destination, so there are no charges for shipping. Overnight shipping costs will be passed on to the customer if that is needed.	*
67	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping and delivery will be the same for all OCONUS customers. Timelines shipping to Hawaii and Alaska may take a few days longer than CONUS states.	*
68	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For any orders requiring expedited delivery, Black Box Safety can offer overnight shipping, which will be charged to the customer in those cases.	*

69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.	<p>Black Box Safety is practiced in generating contract specific reports for participating agencies based on delivered products. Our current process entails generating an excel based document that is sent to the governing agency of our California Body Armor contract once per month on the 15th day of every month. This report displays the following information:</p> <ul style="list-style-type: none"> -Line item description and CLIN (contract line item number) -SKU of item delivered, unit of measure -quantity of items and discount from MSRP (if applicable) -unit price as well as extended price total -delivery date -Agency items were delivered to, along with respective purchase order number and purchase order date <p>This report is generated from our internal ERP system along with auditing confirming deliveries and sales reports that our insides sales generates in conjunction with our contract specialist. This report averages about 600 line items per month of delivered product in varying quantities. We also generate reports on aging debt for the governing agency to ensure prompt payments are being made.</p>	*
70	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>Black Box Safety would utilize email campaigns to reach current and potential customers. The email campaigns would function to let customers know of our offering, certain programs and new product lines we are releasing. Conversion rates for potential customers on the email campaigns who convert to buying customers would be one metric that would be considered for marketing success.</p> <p>Another metric that Black Box Safety would utilize would be new customer acquisition. After a sales rep does a product demonstration or a sales call to explain the product offering on our contract, the synopsis of the sales call would be recorded in our CRM (Microsoft Dynamics 365 Sales) and the size of the opportunity would be recorded. Black Box Safety would then monitor the statistics on how many of those sales calls lead to future business. We would aim for a close rate above 25% on opportunities in which we perform a sales call.</p> <p>Another metric of success is return rate or exchange rate. On our current contracts, our rate of returns on products delivered is below 2%. If Black Box Safety is staying below 2% for products returned or exchanged, that would be a success. Black Box Safety's most important metric is how satisfied our customers are with the products we deliver. Not only should our customers be well protected, but they should also be as comfortable as possible in the armor they are wearing and feel as though the quality of our products are impeccable.</p> <p>If awarded this contract, Black Box Safety aims to secure at least \$2.5 million dollars in product sales on Sourcwell within the first year. That may be a lofty goal, however, our track record has proven that we are more than capable of performing at this level on new contracts.</p>	*
71	Provide a proposed Administration Fee payable to Sourcwell. The Fee is in consideration for the support and services provided by Sourcwell. The propose an Administrative Fee will be payable to Sourcwell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	2% Administration Fee Payable to Sourcwell on a quarterly basis.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
72	The pricing offered is consistent with standard market pricing typically offered to individual municipalities, universities, or school districts.	Further discounts based on quantity are available.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
73	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>Black Box Safety is offering 3 distinct catalogs of Body Armor and related accessories. Though they are branded differently, all products are manufactured by the same parent company. Black Box Safety will provide a wide array of products and additional product expertise, sizing assistance, trouble-shooting of gear and more. A synopsis of the product offering is listed below:</p> <ul style="list-style-type: none"> • Soft Armor with unique "Self-Suspending Ballistic System" <ul style="list-style-type: none"> o Ballistic soft armor level II (NIJ 0101.06) o Ballistic soft armor level IIIA (NIJ 0101.06) o Stab Resistant soft armor levels 1, 2 and 3 (NIJ 0115.00) o Combination soft armor levels IIA/3, II/2, IIIA/3 • Concealable Carriers for Soft Armor <ul style="list-style-type: none"> o 6 styles of concealable carriers o 3 styles of specialized low-visibility concealable carriers • Hard Armor <ul style="list-style-type: none"> o Multiple NIJ 0101.06 level III plates o Multiple NIJ 0101.06 level IV plates o Military Standard tested rifle plates o Special Threat tested rifle plates • Trauma Plates <ul style="list-style-type: none"> o Both hard and soft trauma plates o Stab Resistant trauma plates • External Carriers <ul style="list-style-type: none"> o 6 unique base model external carriers with dozens of modification options • Plate Carriers <ul style="list-style-type: none"> o Several advanced tactical plate carriers, each with tactical armor accessories that can also be purchased o The "Origin" plate carrier is quickly becoming the most popular plate carrier in our law enforcement market and this proprietary carrier offers more modularity and unique benefits than any other domestic plate carrier in the industry. This system has more optional attachments and accessories than any system on the market and can be built up or stripped down for any use case. o 3 plate carriers specifically designed for Firefighters with attributes deemed pertinent to their occupation and use case • Ballistic Helmets <ul style="list-style-type: none"> o Tactical style helmet o Patrol or Special Response style helmets o Additional accessories for helmets such as faceshields, padding, rails, mounts, etc. • Ballistic Shields <ul style="list-style-type: none"> o Robust offering of handgun and rifle-rated shields. The most impressive shield in the industry is part of our offering when considering weight, ergonomics and level of protection o Soft armor shields and "Ballistic Blankets" o Rolling and stationery rifle-rated shields (mobile bunker style) • Cell extraction gear o Stab and blunt force trauma protective suits • Body Armor accessories o Pouches o Packs o Carry bags o Gun Belts o Ballistic belts o Mission Harness
74	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> • Level II Ballistic Soft Armor • Level IIIA Ballistic Soft Armor • Stab Armor Levels 1-3 • Combination Armor Levels IIA/3, II/2, IIIA/3 • Trauma Plates • Concealable Carriers • External Carriers • Rifle-Rated Plates (Hard Armor) • Plate Carriers • Soft Shields • Handgun-Rated Shields • Rifle-Rated Shields • Rolling Rifle-Rated Shields • Ballistic Helmets • Pouches • Gun Belts

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offering	Offered *	Comments	
75	Body armor offering ballistic, stab, blast, or blunt force resistance and protection or a combination thereof, such as:		<div><div><input checked="" type="radio"/> Yes</div><div><input type="radio"/> No</div></div>	Black Box Safety will be offering level II and level IIIA ballistic soft armor, level 3 spike armor and level IIIA/III combination armor; all of which are NIJ certified.	*

76		Body armor with concealable/covert carriers, or external/overt carriers	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Black Box Safety is offering Point Blank soft armor. That consists of:</p> <p>-3 different NIJ Certified Level II ballistic armor packages (Male, Structured Female and Female Planar shapes)</p> <p>-6 different NIJ Certified Level IIIA ballistic armor packages (Male, Structured Female and Female Planar shapes)</p> <p>3 different NIJ Certified combination armor packages (combination of ballistic and spike protection) which are offered in Male and Female Planar shapes. These packages consist of Ballistic Level II/A/spike level 3, Ballistic Level II/Spoke 2 and Ballistic Level IIIA/Spoke 3</p> <p>-3 different levels of Spike armor certified by NIJ. These packages range from Spike level I to Level III and are offered in Male and Female Planar shapes</p> <p>5 different base models of external carriers which are each customizable with dozens of variations and optional add-ons. They are available in the following colors: Midnight Navy, LAPD Navy, Light Navy, Black, OD Green, Ranger Green, Coyote, Silver Tan, Wolf Grey, Multicam and Red. Custom colors are available for certain carriers on certain projects and color availability varies if carriers are "laser cut" versus traditional MOLLE. All external carriers have plate pocket options at no additional cost.</p> <p>5 different models of concealable carriers are offered (fit all types of soft armor shapes) and 3 different "low printing" or highly concealable carriers are also offered for covert operational capacities.</p> <p>-Black Box Safety will work with decision makers at buying agencies to explain the differences in the soft armor panels and what threat matrix the end users need to protect against in order to make a recommendation on Soft Armor.</p>
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77		Tactical vests	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Paraclete is the division of Point Blank Enterprises that manufactures the majority of tactical equipment under the Point Blank Enterprises umbrella. Black Box Safety is offering the following:</p> <p>-Plate Racks: a design that simply holds hard armor plates on the torso with minimal modular features</p> <p>-Plate Carriers: a design that provides advanced adjustment, points of attachment for tactical armor accessories such as throat protection, groin protection, biceps, shoulders, abdomen and more</p> <p>-Armor Carrier systems: Plate Carriers, plus soft armor inserts in key areas needing protection such as the torso</p>	*
78		Hard and soft armor plates, inserts, panels, and backers	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Black Box Safety is offering a large array of additional ballistic protection including soft trauma inserts, soft armor plate backers, "blade plates" (stab resistant trauma plates), hard trauma plates and Hard armor (rifle rated) plates.</p> <p>-Soft trauma inserts will be standard and come with all soft armor packages purchased. They can be inserted into the concealable carriers as well as external carriers.</p> <p>-Soft Armor Plate Backers are available in Shooter's cut, 10"x12" configuration, with 6 Level IIIA ballistic options and 2 Level II ballistic options.</p> <p>-"Blade Plates" are stab resistance trauma plates available from 5"x8" configuration up to a 10"x12" configuration</p> <p>-"Speed Plates" are a great combination of handgun protection and stab resistance. They are hard trauma plates, but not rated for rifle threats. Instead they provide a lightweight and thin option for users to put inside their concealable or external vest and offer enhanced handgun protection as well as NIJ Spike level 1 protection.</p> <p>-Black Box Safety is offering a wide array of hard armor plates for rifle protection. Through materials such as</p>	*

				Steel, Ultra-High-Molecular-Weight Polyethylene, Ceramic and more, Point Blank Enterprises manufactures an extensive list of plates in which one of their plates can service the needs of any team's mission set. Level III, Level III with added special threat protection and Level IV plates are all part of the Black Box Safety offering, as well as several military standard tested plates and more. There are 17 unique rifle plates in this offering and each are available in multiple shapes and configurations, with the most common being 10"x12" Shooter's cut for domestic law enforcement. Black Box Safety will work with decision makers at buying agencies to explain the differences in the plates and what threat matrix the end users need to protect against in order to make a recommendation on Hard Armor. Sending samples for Testing and Evaluation may be part of this process as well.	
79		Bomb or blast-resistant suits	<input type="radio"/> Yes <input checked="" type="radio"/> No	Black Box Safety does not offer bomb or blast resistant suits, but would be interested in adding product offerings upon award as needed by customers.	*
80		K-9 (and other service animal) protective gear	<input checked="" type="radio"/> Yes <input type="radio"/> No	Black Box Safety is offering a newly designed, fully adjustable K-9 ballistic carrier. It is available in 7 different ballistic armor packages and is very simple to gather measurements. Directions for sizing and a sizing sheet are available.	*
81		Other protective armor including shields, helmets, ballistic blankets, and ballistic backpacks	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>As part of this comprehensive offering, Black Box Safety is offering the most advanced shields in the industry, tactical helmets, patrol style helmets, a ballistic backpack, soft shields, ballistic blankets, riot gear and more.</p> <p>-The shields being offered come in two distinctive categories: handheld or ground based. The "Special Ops Bunker" product line is a uniquely positioned offering that consists of stationery or wheel based rifle-rated shields in a multitude of configurations. The handheld shields are also broken down into two distinctive categories: handgun-rated or rifle-rated.</p>	

From there, the shields vary significantly in weight, surface area, added features, special grips and more. Our flagship shield, the "Vanguard," has quickly become on of the most popular rifle-rated shields in the country due to its advanced low weight, ergonomic design, coupled with the ballistic threats it defeats.

-Black Box Safety is offering 3 distinct ballistic helmet models: the "Operator elite," the MICH and the PASGT. The Operator Elite is a tactical style helmet with a high-cut design that include ARC rails, a mount for night vision goggles and a BOA on the back for proper fitment on the wearer's head. The MICH and the PASGT are more common use helmets with different teams and agencies preferring one or the other. All three of these helmets are manufactures with Aramid fibers, providing excellent ballistic protection and superior performance on backface deformation testing than alternative manufacturing materials used in competing ballistic helmets. Over 19 additional accesories are available with these helmets, including face shields, throat protection, carry bags, upgraded padding and more.

-Soft shields or ballistic blankets are also part of this offering and available in three different ballistic materials.

-The singular ballistic backpack in this offering is called the "Pack Rack" which is available in 7 ballistic materials. It is not a traditional backpack but more of an emergency pack that can be converted into a plate carrier that allows a user to be ready for any situation.

*

Line Item 83. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement 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 Master Agreement.

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

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

- Vendor Name: Black Box Safety

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. 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, 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. - Griffin Forsyth, Vice President, Black Box Safety, Inc.

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

☒ 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_4_Body_Armor_RFP_091924 Tue September 10 2024 04:19 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Body_Armor_RFP_091924 Mon September 9 2024 04:02 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Body_Armor_RFP_091924 Tue August 6 2024 10:57 AM	<input checked="" type="checkbox"/>	1
Addendum_1_Body_Armor_RFP_091924 Mon August 5 2024 01:22 PM	<input checked="" type="checkbox"/>	1

AMENDMENT #1
TO
SOURCEWELL MASTER AGREEMENT #091924-BBS

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Black Box Safety, Inc.** (Supplier).

Sourcewell entered into a contract, 091924-BBS, with Supplier to provide Body Armor with Related Accessories, Equipment, and Services effective December 25, 2024, through December 23, 2028 (Contract).

Supplier has requested to modify the Contract.

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

Article 22. Insurance Coverage, section a) Commercial General Liability Insurance is amended to decrease the Minimum limits as follows:

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

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

Signed by:
Sou *Jeremy Schwartz*
COFD2A139D06489...
By: _____
Jeremy Schwartz
Chief Operating and Procurement Officer
Date: 9/30/2025 | 9:03 PM CDT _____

DocuSigned by:
Blac *Jackson Dalton*
F0EB3159EFEB48A...
By: _____
Jackson Dalton
President
Date: 9/30/2025 | 10:29 PM PDT _____