

**MASTER AGREEMENT #091924****CATEGORY: Body Armor with Related Accessories, Equipment and Services****SUPPLIER: All Hands Fire Equipment LLC**

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 All Hands Fire Equipment LLC, 7 3rd Ave., Neptune City, NJ 07753 (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

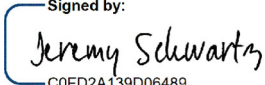
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

All Hands Fire Equipment LLC

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 1/1/2025 | 9:30 PM CST

DocuSigned by:

0680070AE70144D...
By: _____
Heather Pizzillo
Title: Consultant/Contracting Specialist
Date: 1/1/2025 | 6:12 PM PST

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

Vendor Details

Company Name: All Hands Fire Equipment LLC

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

Address: 7 3rd Ave
Neptune City, NJ 07753

Contact: Heather Pizzillo

Email: heather.pizzillo@gmail.com

Phone: 732-245-6465

HST#: 58-2671638

Submission Details

Created On: Monday September 09, 2024 23:29:35

Submitted On: Thursday September 19, 2024 12:22:40

Submitted By: Heather Pizzillo

Email: heather.pizzillo@gmail.com

Transaction #: 6ccfd20a-ef60-4715-aaa3-461a38d0e1a0

Submitter's IP Address: 96.242.158.245

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. | All Hands Fire Equipment LLC | * |
| 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). | N/A - no subsidiary entities or D.B.A. | * |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | UEI: SKKBBG2DG7L7 CAGE Code: 3GNZ1 | * |
| 5 | Provide your NAICS code applicable to Solutions proposed. | 423850 | |
| 6 | Proposer Physical Address: | 7 3rd Ave. Neptune City, NJ 07753 | * |
| 7 | Proposer website address (or addresses): | www.allhandsfire.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): | Heather Pizzillo Consultant / Contracting Specialist 1933 State Route 35, Suite 207 Wall, NJ 07719 heather.pizzillo@gmail.com 732-245-6465 | * |
| 9 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Scott Colarusso Vice President / Co-Owner 900 13th Ave. Belmar, NJ 07719 scott@allhandsfire.com 732-599-9706 | * |
| 10 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | N/A - no additional contacts for this proposal | |

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>Operating for over 22 years, All Hands Fire Equipment LLC has developed into a well-respected, trusted, and thriving public safety business with customers nationwide and beyond, for vendors and fellow dealers alike.</p> <p>Our New Jersey location is a 7,000 square foot facility complete with offices, showroom and training center. The main focus of All Hands has always been to deliver quality customer service to our thousands of customers, and that is thoroughly engrained into the business philosophy, along with a devotion to serving the first responder community. Our employees are always proud to go the extra mile and live by the "All Hands" philosophy - the name is derived from the common phrase "all hands going to work", used daily by the FDNY, NYPD and other departments across the country.</p> <p>In 2010, at the request of many of our valued customers, All Hands began to expand into police, tactical, EMS, safety, industrial and training. We were already servicing these markets, but decided to commit to showcase more great products and earn our reputation as a complete Public Safety equipment provider.</p> <p>We have achieved this and continue to work hard to earn this solid reputation every year. Our largest amount of business comes from word of mouth and referrals – customers continue to come back to AHF year after year for their PPE, Equipment and Training needs.</p> <p>All Hands Fire Equipment LLC offers products and services in the marketplace that are held to the strictest safety standards, evidenced by Safety Data Sheets that it holds on file with each respective supplier, as required.</p> <p>All Hands Fire Equipment LLC is a go-to source for emergency preparedness equipment, first responder training, water rescue, as well as body armor and PPE – to which many national, state and local governmental organizations have relied upon for over 20 years. This further demonstrates their trust and confidence in the quality of products and services provided, and also stands as a testament to All Hands' long standing commitment to serve them.</p> | * |
| 12 | What are your company's expectations in the event of an award? | The company's expectations in the event of an award are as follows: a) The contract becomes top priority and a meeting with all Team Leads will be held to ensure that action items in each work stream are being promptly addressed; b) Marketing Plan to be implemented immediately; c) Sales force training to be held regarding Sourcewell contract use eligibility requirements and documentation, as well as encouraging potential participating entities to join Sourcewell; d) NetSuite system configuration to be completed for Sourcewell contract as well as associated pricing validations to ensure that contractual internal controls are in place. | * |
| 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>The company has a strong, stable financial presence and it is particularly noteworthy that the company does not carry any debt. It is authorized for a business line of credit, however it does not utilize these funds, as it consistently produces steady cash flow which both support the business's operating expenses as well as allow for additional savings and reinvestment in the business. The business has also experienced significant growth within the past 5 years, doubling its 2019 Net Income by 2022, and more than tripling it by the close of 2023.</p> <p>To further substantiate All Hands Fire Equipment's financial strength and stability, we have also included a reference letter from Manasquan Bank, which the company has been working with since 2003.</p> | * |
| 14 | What is your US market share for the Solutions that you are proposing? | US market share is <1% | * |
| 15 | What is your Canadian market share for the Solutions that you are proposing? | Canadian market share is <1% | * |
| 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. | N/A - The business has never entered into a bankruptcy proceeding. | * |

| | | | |
|----|---|---|---|
| 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? | The organization is best described as a distributor/dealer/reseller, and is also a service provider for training firefighting departments. All Hands Fire Equipment LLC provides written authorization that it has the authority to act as distributor/dealer/reseller for the manufacturers of the products proposed in this RFP. Dealer network is not independent or company owned. | * |
| 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. | All manufacturers that All Hands Fire Equipment LLC partners with in pursuit of the business contemplated by this RFP are licensed and certified as required by local, state, provincial, federal laws, as applicable. Applicable documentation can be provided upon request for any licenses and/or certifications required. Additionally, All Hands Fire Equipment LLC is certified as a Small Business Enterprise (SBE) by the New Jersey Department of the Treasury. | * |
| 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. | N/A - The business has never entered into a debarment or suspension status. | * |
| 20 | Describe any relevant industry awards or recognition that your company has received in the past five years. | - Eflare Distributor Achievement Award, presented in recognition of long term support of Eflare and in obtaining product acceptance and sales to MTA New York City Transit - Office of the Secretary of Defense, Employer Support of the Guard and Reserve recognized Don Colarusso as a Patriotic Employer for contributing to national security and protecting liberty and freedom by supporting employee participation in America's National Guard and Reserve Force - BBB accredited business with A+ rating | * |
| 21 | What percentage of your sales are to the governmental sector in the past three years? | Approximately 80% of overall company sales are to the governmental sector. | * |
| 22 | What percentage of your sales are to the education sector in the past three years? | In the past three years, <5% of total sales are to the education sector. | * |
| 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? | All Hands Fire Equipment LLC currently holds two cooperative purchasing contracts with Sourcewell (020124-ALH and 010424-ALH), as well as several contracts with the State of New Jersey, Morris County Co-Op, New York City Transit, and NYC DCAS. The following link outlines specific information and contract numbers for reference: https://www.allhandsfire.com/contracts Annual average sales volume for each of these state contracts over the past three years is as follows: - New Jersey State Contract \$969K - Morris County Co-Op \$24K - New York City Transit \$655K - New York City Department of Citywide Administrative Services \$253K - Sourcewell 010424-ALH \$0 YTD through Q2 - Sourcewell 020124-ALH \$21K YTD through Q2 | * |
| 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? | All Hands Fire Equipment LLC holds GSA Contract # 47QSWA20D00AR. Average annual sales volume over the past three years is \$500,000. Additionally, All Hands Fire Equipment LLC has just received confirmation of award for a 5-Year BPA Agreement / Standing Offer and Supply Arrangement (#70Z02324A92200003) with the United States Coast Guard effective 9/19/24, in the amount of \$2.9M. This is also being executed in accordance with All Hands' GSA MAS Schedule Contract 47QSWA20D00AR. | * |

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 * | |
|--|---|----------------|---|
| Wilmington City Fire Department, Delaware | Battalion Chief, Carl Zipfel | (302) 540-5071 | * |
| Brick Township Police Department, New Jersey | Deputy Chief Administrative Assistant, Erin Mulrane | (732) 262-1119 | * |
| San Luis Obispo County Fire Department, California | Deputy Chief, Josh Taylor | (805) 903-3401 | * |

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>All Hands Fire Equipment LLC has a sales force consisting of the following structure listed below. There are a total of 5 sales reps, 2 of which also overlap with customer service. All are located at All Hands' headquarters in New Jersey, however also travel nationwide to meet with, train, and service customers.</p> <p>Structure of National Sales Force:</p> <p>Scott Colarusso – Highest Level Sales, has brokered deals for the Country of Ecuador, Qatar, International US Military Bases, and National sales big and small. Primary Role: Inside & Outside Sales, Product & New Vendor Development, Water Rescue Sales, Large Sales, and International Sales.</p> <p>Donald Colarusso - 2nd Highest Sales, has vast firsthand knowledge and experience in the First Responder Industry. Provided Demo and Training in Panama City Panama, Brokered Escape Systems & Training for Atlantic City FD, NJ; Baltimore City FD, MD; and is in the process of outfitting Philadelphia with Escape Systems for every FF. Primary Role: Inside & Outside Sales, Head of the Training Division, Escape Systems, and Technical Sales.</p> <p>Kevin Daily – 3rd Highest, 3rd Highest Sales focused on all generic opportunities, basic to advanced sales, and support. Primary Role: Inside & Outside Sales, Generic (Everything other than noted above) Sales, Tactical Sales, and EV Fire Sales.</p> <p>Shannon Sprauer & Elizabeth Grunfeld – Inside Sales, Support Sales & Customer Service Support. All know how to generate Quotes, Close Sales, and Inside Sales Basics</p> <p>To further expand upon the size of the sales force and its ability to deliver a high volume of solutions both nationally as well as internationally, All Hands Fire Equipment employs an 'around the clock' mentality. Being in the first responder industry, All Hands is well versed in being available at a moment's notice. Therefore, All Hands is able to field customer queries, sales quote requests, as well as processing orders remotely on nights, weekends, 24/7. It accomplishes this by allowing it's employees to work flexible hours – so for example, when one employee is ending their day, another employee might just be beginning theirs, and the baton is handed off. This maintains continual momentum for All Hands in its ability to service a wide range of customers globally, across different time zones and borders, offering a more seamless experience for its customers than some of its other competitors may offer. As such, All Hands is able to essentially accomplish more with less, offering broader solutions for its customers, while maintaining a lean workforce.</p> | * |
| 27 | Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods. | All Hands Fire Equipment LLC works with an extensive network of over 800 suppliers / manufacturers in order to distribute its products, and has solidified these relationships over the past 22 years. Additionally, its service sector is all in house, and is a top tier first responder training facility which also travels to conduct training courses across the United States. | * |

| | | | |
|----|---|--|---|
| 28 | Service force. | <p>All Hands Fire Equipment LLC has a service force consisting of 58 active, direct employees and there is no third party provider for this sector.</p> <p>As the services that they provide are tailored primarily towards firefighter training and currently, no courses are offered relative to body armor applications, the training division is out of the scope of service for this bid.</p> <p>However, to note - courses are regularly evaluated and can also be added to the training schedule in accordance with greatest entity need, so there may be opportunities to incorporate an applicable training / service component in the future.</p> <p>For reference, the following link highlights the list of current courses offered: https://allhandsfiretraining.com/fire-rescue-classes-html/</p> | * |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | <p>All Hands Fire Equipment LLC provides numerous methods by which its customers can complete their orders, including the allhandsfire.com website, via phone, in person at the headquarters in New Jersey, as well as via various federal, state, and local contracting vehicles. Orders are managed through All Hands' accounting system, NetSuite, and are monitored and processed by the sales and customer service teams, respectively. In order to fulfill the orders, All Hands works with an extensive network of manufacturers / suppliers - relationships which it has developed for over two decades. The customer service team coordinates with each supplier in order to ensure that orders are delivered on time or ahead of schedule. All Hands thoroughly vets its suppliers to ensure that this process runs smoothly, and if there are any unforeseen circumstances, All Hands remains the point of contact for resolution from start to finish in order to ensure that all expectations are met, and that communication remains clear and consistent.</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>All Hands Fire Equipment LLC infamously has one of the most responsive, transparent, and caring customer service teams there is to offer. We are continuously building the brand daily by building new customers as well as maintaining customers we have had for over two decades. Open Monday-Friday from 9am – 5 pm, we are regularly communicating with customers in a friendly, professional manner to get our clientele the items and services they need.</p> <p>Response time is more often than not, same business day. All Hands also offers emergency points of contact who are available after business hours, particularly during emergency response situations where every second counts. For less urgent customer service, customers can always call and directly speak to a representative during business hours and the majority of tickets that the customer service team handles are resolved within 1 business day (24-48 hours latest). We don't have an incentive based structure for our customer service team because they are all in house employees and we do not outsource this component of the business to a third party, as it is a critical differentiating factor for All Hands Fire Equipment and the overall brand. All Hands currently employs 2 dedicated customer service representatives and they are based at All Hands' headquarters in New Jersey. Furthermore, every member of the team is trained in customer service in order to embody All Hands' customer first approach through every interaction - both internally and externally, from customers to suppliers, from shipping partners to receivers, from team member to team member across all levels - it's vitally important to maintain the mission of 'all hands' working together towards one common goal of unparalleled service.</p> | * |

| | | | |
|----|--|--|---|
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities. | <p>All Hands Fire Equipment LLC operates nationwide as well as internationally, providing products and services to every state across the United States, as well as various locations outside of the United States. All Hands Fire Equipment is very willing and able to provide products and services to any participating Sourcewell entities that may require them.</p> <p>To expand upon All Hands Fire Equipment's ability to service these entities, in the modern age of digital solutions, the company has devised creative ways of servicing its customers beyond local borders by implementing virtual options to connect with them. One example is how the company offers remote boot sizing. All Hands offers customers the ability to order a sample set of boots and try them on in order to verify sizing. Then, once the sizes are confirmed, the remainder of the larger order will be placed and added to the sample set. This facilitates a smoother process for the customer and also reduces return/exchange percentages for All Hands at the same time, so it is a win-win and a great example of how a small business can handle larger volume product sizing and fit requests by leveraging remote customer service solutions. If an exchange or alteration is required, All Hands Customer Service Team quickly works with the Customer and Vendor to resolve in a timely manner.</p> <p>All Hands Fire Equipment's ability to service, size, fit, and alter products is one based on the modern age of digital solutions and great customer service. Many, if not all of its Vendors provide sizing charts, step-by-steps to size, and even videos. Example: United Shield & Survival Armor both provide Size Guide Sheets and Self-Explained Sizing Sheets (attached under "Additional Documents" for reference). In addition, Survival Armor will be creating self-sizing videos soon to bolster this information on how to self-size.</p> <p>Another example of All Hands' ability to service participating entities is captured in the robust website upgrades that have been completed over the past year in order to allow customers to virtually configure options for specific kits and packages that their entity requires. This was a significant investment that All Hands committed to, in order to ensure its customers would have flexibility and functionality, despite their physical distance from the showroom. Both of these examples also contribute to why All Hands Fire Equipment LLC has seen such significant profitability growth over the past three years, as its ability to service multiple entities both nationally and internationally continues to expand via its digital / virtual presence.</p> | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | All Hands Fire Equipment LLC currently has customers in Canada, has operating procedures for processing Canadian orders, and is very willing and able to provide products and services to any participating Sourcewell entities in Canada that may require them. All Hands' ability to provide these services is outlined in the examples provided in Line Item #31, as the procedures are the same both locally as well as in Canada. | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement. | N/A - there are no geographic areas of the United States or Canada that we will NOT be serving. | * |
| 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. | N/A - there are no types of Participating Entities which will NOT have full access to our Solutions if awarded an agreement. | * |
| 35 | Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | N/A - there are no specific requirements or restrictions that would apply to participating entities in Hawaii and Alaska and in U.S. Territories. | * |
| 36 | Will Proposer extend terms of any awarded master agreement to nonprofit entities? | Yes, All Hands Fire Equipment LLC will extend terms of any awarded master agreement to nonprofit entities. | * |

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>The marketing strategy for promoting this contract opportunity will be primarily leveraging All Hands Fire Equipment's strong online presence and social media, as those have proven to be the most effective in recent years, as the company continues to invest in technology and bolsters its search rankings as well as its online ordering avenues.</p> <p>Additionally, you'll notice on All Hands Fire Equipment's website (www.allhandsfire.com), there is a specific Sourcewell tab on the home page that customers can click on to access each of the active Sourcewell contracts. Furthermore, on each of the individual product pages – if a product is available on Sourcewell contract, the Sourcewell logo will display next to that product so that the customer can view at a glance the products that they are eligible to purchase on contract (Example: https://www.allhandsfire.com/National-Foam-Training-Foam?quantity=1&size=26).</p> <p>That being said, All Hands is always actively marketing the Sourcewell logo, both on site at its showroom and training facility, as well as online and via regular communications with its customers, in order to ensure that Sourcewell is always at the forefront of customer conversations and sales.</p> <p>Furthermore, All Hands has an implementation strategy over the next year to expand its web presence to include activating a Buy Sourcewell page, which would further integrate with its existing website features to link in all of the Sourcewell-approved products and further streamline the customer purchasing process.</p> <p>Beyond this, All Hands Fire Equipment would look to partner with Sourcewell in regards to leveraging pre-existing templates and resources available on the Supplier Portal, which would be utilized as part of a national marketing campaign and sent to existing and potential new participating entities.</p> <p>For reference, we have also provided a zip file with examples of various marketing materials All Hands Fire Equipment utilizes – included are examples of a marketing email (sent to over 60,000 loyal customers), a sell sheet utilized for trade shows and conferences, as well as the GSA Contractor Catalog sell sheet.</p> <p>Please also find the following links to All Hands Fire Equipment on social media: https://www.facebook.com/AllHandsFire/ https://www.instagram.com/allhandsfire/?hl=en https://www.youtube.com/@allhandsfire https://www.linkedin.com/company/all-hands-fire</p> |
| 38 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | <p>All Hands Fire Equipment LLC has a very strong e-commerce presence. Its #1 search rankings have been strategically cultivated over the past 12 years, and this is demonstrated by the fact that All Hands Fire Equipment ranks #1 on over 250 keywords across the first responder industry – and this is ever evolving as they continue to see bump ups from prior positions all the way up to #1. This is increasingly valuable in the digital retail space and is what continues to set All Hands Fire Equipment apart on the e-commerce side of the business. All Hands Fire Equipment would leverage this position in the marketplace in order to further enhance the effectiveness of its overall marketing strategy.</p> |
| 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>In All Hands Fire Equipment's view, Sourcewell's role in promoting contracts arising out of this RFP is to act as an overarching support system, but not to be actively selling. It is assumed that the contract awards would be made publicly available so that interested parties and participating Sourcewell agencies would be made aware that they can utilize the contract in order to purchase necessary products/services as applicable. However, in terms of the one on one sales processes, fielding questions, interacting with end users, processing orders and ensuring utmost customer satisfaction - these are all areas that All Hands Fire Equipment specializes in and would expect to be responsible for. All Hands Fire Equipment is happy to integrate any pre-existing Sourcewell processes into its overall sales process where applicable, in order to make most effective use of all tools available and to ensure an active, cooperative partnership throughout the term of the contract.</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>All Hands Fire Equipment's products/services are available through several e-procurement ordering processes. The primary one is General Services Administration (GSA), whereby governmental organizations can order directly from www.gsaadvantage.gov. For reference, the link to All Hands Fire Equipment's GSA website for ordering purposes is as follows: https://www.gsaadvantage.gov/advantage/ws/search/advantage_search?q=0:847QSWA20D00AR&db=0&searchType=1</p> <p>Additionally, many governmental and educational customers have utilized the All Hands Fire Equipment website directly, as they can submit a request for quotation directly on the site as follows: https://www.allhandsfire.com/sca-dev-2022-1-0/checkout.ssp?is=login&login=T&origin_hash=request-aquote&origin=customercenter&session_id=1704237589&client_id=817981655.1678767029#login-register</p> <p>Customers can choose to either place an order directly on the website or they can submit a request for quotation, which the customer service team will work with them on and ensure that they have the proper documentation necessary to generate a PO through their respective organization.</p> <p>Additionally, All Hands Fire Equipment has worked with many governmental organizations in terms of utilizing their own procurement portals in order to process contract documentation electronically. All Hands Fire Equipment will always work with customers to accommodate the methodology that works best for them.</p> | * |
|----|--|---|---|

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 Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>All Hands Fire Equipment LLC offers an extensive training division, lead by industry experts in first responder equipment and firefighting applications. However, currently no courses are offered that are specifically tailored to body armor applications. Therefore, product, equipment, and operator training programs are out of scope for this bid.</p> <p>Courses are continually evaluated for entity need as well as demand, and additional types of courses may be added in the future, which could offer applicable and/or in scope training components.</p> <p>For reference, please refer to the following website for links to all of the types of training courses currently offered: https://allhandsfiretraining.com/fire-rescue-classes-html/</p> <p>Additionally, both All Hands' Customer Service as well as Sales Teams do an outstanding job of walking customers through product and equipment operation, as requested, either in person or remotely. This service is free of charge to any All Hands Fire Equipment customers as well as any Sourcwell participating entities.</p> | * |
| 42 | Describe any technological advances that your proposed Solutions offer. | All Hands Fire Equipment LLC actively works with its suppliers to offer the latest technological advances in the field. Product offerings are regularly updated to reflect new technologies, and discontinue older technologies. All Hands Fire Equipment LLC intends to update its contract regularly to reflect this, if awarded. | * |
| 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>Please find the following link to All Hands Fire Equipment LLC's environmental initiatives: https://www.allhandsfire.com/AHF-is-green</p> <p>All Hands is currently working towards reducing its carbon footprint and becoming a 100% green company through the following initiatives:</p> <ul style="list-style-type: none"> o Utilizing 100% Renewable and Clean locally produced high quality wind power that provides our facility with all our energy needs. o Our Product Guide is 100% Green. It is printed with soy ink on paper containing 100% post consumer (PCW) fiber. It is 100% recyclable. Fiber for paper-making was obtained from a responsible well-managed forest, is elemental chlorine free (ECF) and was produced using bio gas energy. The soy oil content of the ink has replaced petroleum-based oils. o With our New System, we use 90+% Less Paper. o In-House Recycle Program for Glass, Plastic, Metal and the remaining Paper we do use. o We Re-use all shipping and packing materials. o We buy and salvage Used Racks, Office Furniture, and Displays to eliminate them ending up in Landfills. o And continuously working with our Vendors and Partners to be more efficient and environmental. | * |

| | | | |
|----|---|---|---|
| 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. | N/A - All Hands Fire Equipment LLC has not received any third-party issued eco-labels, ratings or certifications relative to these products. | * |
| 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>All Hands Fire Equipment LLC offers a wide range of products, brands, vendors that are higher quality, game changing, and provide complete end-to-end first responder solutions. In addition, we look to provide education in our marketing, our discussions and demonstrations with the Customer, through each and every interaction. All Hands provides kits, packages, and caters to each individual and unique need our customers may have. This includes custom kits and packages, sometimes designed for a specific agency. We also suggest products that span across wide applications. Providing a helmet that can service various applications vs. a helmet specifically designed to meet one application (whereby you need 5 different helmets for 5 different applications). In addition, All Hands works to fit just about every budget. We understand every entity is different and many have wide-ranging budgets to pool from.</p> <p>In terms of most unique attributes - it would be All Hands Fire Equipment's top tier level of customer service and 'all hands' on deck company culture. This makes for a very seamless and satisfying experience for the customer, whereby they find in All Hands Fire Equipment the resources, expertise and overall partner in the purchasing process who will ensure they have everything they need to be successful in their line of work, and to ultimately help those who need it most.</p> | * |
| 46 | Describe how your products meet applicable National Institute of Justice (NIJ) or industry specific Standards. | The products and/or equipment offered in this proposal are held to the strictest standards and where applicable and required, National Institute of Justice (NIJ) or industry specific compliance standards are either met or exceeded. Applicable documentation can be provided upon request for any product offered in this proposal. | * |
| 47 | Describe how your company plans to meet future industry standards. | All Hands Fire Equipment LLC partners with a robust network of manufacturers that are at the forefront of industry standards, and many times are exceeding latest industry standard requirements before they become law. The manufacturers that All Hands selectively works with are experts in their respective fields, so it is this partnership network that allows All Hands to stay ahead of the curve in terms of future changes in the industry. | * |

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 | All Hands Fire Equipment LLC is certified as a Small Business Enterprise (SBE) by the New Jersey Department of the Treasury. |
| 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 type="radio"/> Yes <input checked="" type="radio"/> No | |
| 52 | | Veteran-Owned Business Enterprise (VBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | |
| 53 | | Service-Disabled Veteran-Owned Business (SDVOB) | <input type="radio"/> Yes <input checked="" type="radio"/> No | |
| 54 | | Small Business Enterprise (SBE) | <input checked="" type="radio"/> Yes <input type="radio"/> No | All Hands Fire Equipment LLC is certified as a Small Business Enterprise (SBE) by the New Jersey Department of the Treasury. |
| 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>Depending on terms with our customers, we may offer due upon receipt or up to 45 net days. Our terms depend on the end user. Municipalities, government, etc. will typically have net 30 terms. Most other customers, including resellers, are normally due upon receipt.</p> <p>Customers with terms will receive an invoice upon complete shipment of their products or completion of their services. Invoice may be received by email, fax, physical mail, or through a customer's vendor portal if necessary. Accounts payable will begin to do follow ups for payment status as the due date approaches.</p> <p>With customers that are due upon receipt, we require credit card authorization in order to secure the order. The purchaser's card will not be charged until the order or services are complete. At that point if the customer requests a receipt, it can be emailed, faxed, or mailed.</p> <p>All Hands Fire Equipment LLC accepts all major credit cards including American Express, Discover, Mastercard, & Visa payments as well as PayPal. There are no fees pertaining to the customer to use these forms of payment. We also accept ACH or bank wire transfer if the customer prefers or All Hands deems it necessary to secure payment (case by case basis).</p> |
| 58 | Describe any leasing or financing options available for use by educational or governmental entities. | <p>Financing Options:</p> <p>Program Details</p> <ul style="list-style-type: none"> • Competitive lease rates with LCA Bank Corporation • FREE proposal generator – create a professional lease quote just by entering an equipment cost • NEW myLEASE® custom quoting tool available • Prefunding up to 100% available • Syndication desk for marginal and start-up credits • Credit turnaround time of 2 to 4 hours and up to \$150,000 application only • LCA will prepare all lease documents • Start-up funding up to \$25,000 • eSignature lease documents • Standard and specialized lease programs including LCA's 12-Month 0% Interest or Zero Down, 90 Days Deferred • Knowledgeable – over 29 years of financing experience • Prompt service – dedicated LCA Account Executive and same day funding available • LCA is a direct funder • Minimum finance amount is \$2,000 <p>what IT IS</p> <p>myLEASE® is a customized, online financing tool that can be accessed from your website, providing customers a leasing option – 24/7.</p> <p>what IT DOES</p> <ul style="list-style-type: none"> • Real-time estimates • Request a formal quote • Apply online in minutes <p>benefits TO YOU</p> <ul style="list-style-type: none"> • Generate quotes in the field on any device • Online credit submission and decisions within minutes |

| | | | |
|----|---|---|---|
| 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. | <p>All standard transaction documents for All Hands Fire Equipment orders are generated through, and maintained in, its accounting software NetSuite. NetSuite standard transaction documents primarily consist of Sales Order, Purchase Order, Invoice, and Item Fulfillment, as applicable. We have provided a zip file with examples of each document.</p> <p>Please also find the following link to All Hands Fire Equipment's Terms and Conditions: https://www.allhandsfire.com/terms-and-conditions?page=1</p> <p>Additionally, to note - All Hands Fire Equipment LLC offers a wide range of products from a wide range of manufacturers, and each of them vary regarding the specific items that are covered under warranty as well as warranty terms. For reference, we have included several examples of warranties offered by our two largest body armor suppliers, Survival Armor and United Shield (attached under "Additional Documents"). Furthermore, All Hands Fire Equipment LLC stands behind the quality of all products and services offered to its customers. It operates under a customer first mentality and will ensure that it partners with the manufacturer to ensure that every effort is put forth to help the customer resolve any warranty issue that may arise.</p> | * |
| 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, All Hands Fire Equipment LLC accepts the P-card procurement and payment process. There is no additional cost to Sourcewell participating entities for using this process. | * |
| 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. | <p>The pricing model consists of standard list pricing from each manufacturer / vendor for all of the part numbers / SKUs that they offer, less a percentage discount to be applied for Sourcewell.</p> <p>We have provided a zip file, which includes standard list price sheets from each of the manufacturers / vendors, as well as a "Pricing and Discount Summary by Vendor" Excel file which summarizes both the standard Sourcewell discount percentages as well as the volume discount percentages, and volume discounting criteria.</p> | * |
| 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. | Pricing proposal represents a percentage discount from MSRP or list, based on the attached "Pricing and Discount Summary by Vendor" Excel file, which lists the percentage discount by each manufacturer / vendor. Standard percentage discounts range from 5% to 30%. | * |
| 63 | Describe any quantity or volume discounts or rebate programs that you offer. | Pricing proposal offers a summary outline of each volume discount by manufacturer / vendor, based on the attached "Pricing and Discount Summary by Vendor" Excel file. Volume percentage discounts range from 10% to 35%. Volume discount criteria are based on either annual total order volume (dollar amount threshold), individual order volume (dollar amount threshold), or by number of units purchased. | * |
| 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. | For "open market" items or "non-contracted items", All Hands Fire Equipment LLC will supply a quote for each such request. | * |
| 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. | N/A - All elements of the total cost of acquisition, not directly identified as freight or shipping charges, have already been included in the pricing submitted with the response. | * |
| 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. | Delivery and shipping charges within the continental United States are included in the quoted price, except for oversized or overweight items that require a freight carrier. Additional freight charges to be based on quote from freight carrier. | * |
| 67 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | Freight, shipping and delivery terms for Alaska, Hawaii, Canada, or any offshore delivery are shipped via US Postal Service or UPS Second Day Air. Additional charges may apply, depending on location as well as the specifics of the item(s) being ordered (i.e. whether they qualify for oversize / overweight freight shipment) and are assessed on a case by case basis. | * |

| | | | |
|----|--|---|---|
| 68 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | N/A - There are no unique distribution and/or delivery methods offered in the proposal. All Hands Fire Equipment LLC will utilize the distribution methods necessary to deliver the products / services based on customer requirements. | * |
| 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. | All Hands Fire Equipment's account software, NetSuite, has built in capabilities with regards to self-audit processes. For example, for All Hands Fire Equipment's current GSA contract, it is a requirement that government pricing is verified in comparison to commercial pricing in order to ensure that GSA is always receiving the lowest price. NetSuite has the capability to examine each Sales Order, analyze the items included in the Sales Order, and assess whether or not they are being offered at a lower price than the GSA contract price. Similarly, if awarded this Sourcwell contract, system checks and verifications would be added to All Hands Fire Equipment's NetSuite software in order to ensure that the Sales Order price for Sourcwell items matches the Sourcwell approved pricing structure. Additionally, all Sourcwell Sales Orders would be specifically identified via header fields, which allow for quarterly sales reporting and assessment of the proper administrative fee. For reference, we have included an example of a recent Sourcwell Sales Order that meets all of these requirements, along with the associated custom report from NetSuite that summarizes the data for the Sourcwell quarterly reporting, so that the 2% fee can be properly assessed (attached under "Additional Documents"). | * |
| 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. | All Hands Fire Equipment's accounting software, NetSuite, has the capability to track sales by contract number and also by item. All Hands Fire Equipment has decades of experience with data analysis and currently provides quarterly detailed reports for GSA, as well as for its two existing Sourcwell contracts 010424-ALH and 020124-ALH, and also for state and local contracts as required. If awarded this Sourcwell contract, All Hands Fire Equipment would set up the contract in NetSuite, similarly to other contracts that they currently operate, in order to specifically track sales and profitability relative to the contract and approved items on the contract, in order to measure its success. Outside of sales and profitability, it would also assess demand metrics and SEO for specific products and product categories in order to determine if adjustments are necessary from a marketing perspective in order to further bolster the success of the contract. | * |
| 71 | Provide a proposed Administration Fee payable to Sourcwell. The Fee is in consideration for the support and services provided by Sourcwell. The proposed 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. | The proposed Administration Fee payable to Sourcwell is 2% of All Hands Fire Equipment's sales under this contract. | * |

Table 7: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments | |
|-----------|--|---|---|
| 72 | The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies. | The pricing offered is consistent with both of All Hands Fire Equipment's existing Sourcwell contracts 010424-ALH and 020124-ALH relative to existing vendors and is also within the same discount ranges as state or agency contracts for new vendors, where applicable. | * |

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. | All Hands Fire Equipment LLC is offering a wide array of body armor with concealable carriers, tactical vests, hard and soft armor plates, plate extenders, bomb and blast-resistant suits, K-9 protective gear, as well as other protective armor including shields, helmets, ballistic blankets, ballistic backpacks and complementary accessories to the proposed solutions. These offerings span across 14 different manufacturers as outlined in the pricing summary. All Hands Fire Equipment is well equipped to outfit any organization with end-to-end body armor product solutions. Additional details regarding the specific part numbers offered can be found in the attached manufacturers' price lists. To further highlight the offerings, we have also included two product catalogs under "Additional Documents", which capture a broad representation and overall outline of the solutions being offered from two of All Hands' largest body armor suppliers. |
| 74 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <p>As an industry-leading first responder and public safety provider, All Hands Fire Equipment transcends all of these RFP categories and more. Subcategory titles that best describe the products and services offered can be found in the header of the company website at: www.allhandsfire.com under the "Tactical" tab. Specific subcategories would include the following:</p> <ul style="list-style-type: none"> - Active Shooter Protection - Bags & Organizers - Batons - Body Armor Ballistic Protection - Holsters & Duty Gear - Police Officer Equipment - Tactical Flashlights - Tactical Helmets & Riot Gear - Tactical Gloves <p>Within each of these subcategories on the All Hands' website, a wide range of offerings are highlighted, which showcase photographs and specifications for the solutions provided.</p> |

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: | | <input checked="" type="radio"/> Yes <input type="radio"/> No | <p>Yes, all of these categories and types of Solutions are offered within the proposal. As listed next to each of the subcategories below, the Vendors noted supply the product(s) associated with each category.</p> <p>Please also note that for the overall body armor offering category, United Shield and Survival Armor offer the widest range of applicable products spanning across nearly every category. We have attached both of their associated product catalogs for reference under "Additional Documents".</p> |
| 76 | | Body armor with concealable/covert carriers, or external/overt carriers | <input checked="" type="radio"/> Yes <input type="radio"/> No | United Shield, Survival Armor, 221B Tactical, Buffalo Armory, Kroll International / 5.11 Tactical, North American Rescue |

| | | | | | |
|----|---|--|--|--|---|
| 77 | | Tactical vests | <input checked="" type="radio"/> Yes <input type="radio"/> No | United Shield, Survival Armor, 221B Tactical, Rothco, Condor Outdoor, Kroll International / 5.11 Tactical; North American Rescue | * |
| 78 | | Hard and soft armor plates, inserts, panels, and backers | <input checked="" type="radio"/> Yes <input type="radio"/> No | United Shield, Survival Armor, 221B Tactical, Buffalo Armory, Kroll International / 5.11 Tactical | * |
| 79 | | Bomb or blast-resistant suits | <input checked="" type="radio"/> Yes <input type="radio"/> No | United Shield, Survival Armor | * |
| 80 | | K-9 (and other service animal) protective gear | <input checked="" type="radio"/> Yes <input type="radio"/> No | Survival Armor, Kroll International / 5.11 Tactical, 221B Tactical, Lifeline Tactical Rescue | * |
| 81 | | Other protective armor including shields, helmets, ballistic blankets, and ballistic backpacks | <input checked="" type="radio"/> Yes <input type="radio"/> No | United Shield, Survival Armor, Propper, Team Wendy, Kroll International / 5.11 Tactical, 221B Tactical, Buffalo Armory, Condor Outdoor, North American Rescue | * |
| 82 | Proposers may include accessories, equipment, and services related to their offering of body armor described in lines 75-81 above to the extent that these solutions are complementary to the offering of the body armor being proposed | | <input checked="" type="radio"/> Yes <input type="radio"/> No | United Shield, Survival Armor, Propper, Kroll International / 5.11 Tactical; 221B Tactical, Rothco, Condor Outdoor, North American Rescue, EMI, Lifeline Tactical Rescue, BC3 Technologies, JYD Industries Please also note - included in All Hands' complementary accessories proposal are solutions such as: helmet covers (accessory to ballistic helmets), plate extenders (accessory to hard and soft armor plates), ballistic eyewear, tactical gloves, tactical belts, storage attachments and pouches (accessories to tactical vests), tactical response kits including hemostatic wound spray and stop the bleed kits, and K-9 entanglement rescue device (accessory to K-9 protective gear) | * |

Table 9: Exceptions to Terms, Conditions, or Specifications Form

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 |

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Pricing.zip - Thursday September 19, 2024 11:38:23
 - [Financial Strength and Stability](#) - All Hands Fire Equipment LLC_Financial Strength and Stability.zip - Tuesday September 17, 2024 20:54:28
 - [Marketing Plan/Samples](#) - Marketing Materials.zip - Tuesday September 17, 2024 20:38:44
 - [WMBE/MBE/SBE or Related Certificates](#) - Small Business Certification_All Hands Fire Equipment LLC.pdf - Tuesday September 17, 2024 20:37:30
 - [Standard Transaction Document Samples](#) - Standard Transaction Document Examples.zip - Tuesday September 17, 2024 20:38:35
 - [Upload Additional Document](#) - Additional Documents.zip - Tuesday September 17, 2024 21:17:11
 - Requested Exceptions (optional)

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. - Heather Pizzillo, Authorized Negotiator, All Hands Fire Equipment LLC

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
CONTRACT # 091924-ALH**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **All Hands Fire Equipment LLC** (Supplier).

Sourcewell awarded a contract to the Supplier to provide Body Armor with Related Accessories, Equipment, and Services to Sourcewell and its Participating Entities, effective January 1, 2025, through December 23, 2028 (Contract).

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

1. Supplier's response to Proposal line item 61 under "Table 6: Pricing" is deleted in its entirety and replaced with the following response:

Response: All Hands Fire Equipment LLC's partner vendor network in which it represents key industry manufacturers and distributors through sales and marketing campaigns, offers value added discounts which can then be passed on to other contract mechanisms and customer bases. The vendor discount matrix, "RFP 091924-ALH_Pricing and Discount Summary by Vendor", summarizes both the standard Sourcewell discount percentages as well as volume discount percentages and volume discounting criteria, where offered. Supplier's Vendor Discount Matrix will be provided to Sourcewell periodically as needed, in order to incorporate new manufacturers / distributors that fall within the scope of service, or to remove any manufacturers / distributors that are no longer part of the aforementioned vendor network. This Vendor Discount Matrix is incorporated into this Contract for reference. Supplier will also maintain a Master Price File, which is incorporated into this Contract for reference, and will be available upon request.

2. Supplier's response to Proposal line item 62 under "Table 6: Pricing" is deleted in its entirety and replaced with the following response:

Response: Discounts vary across vendors and will be provided as a percentage off of MSRP / List Price. All items have between a 5 and 30% discount, depending on profit margins, manufacturer discounts and associated market conditions. Supplier's Vendor Discount Matrix will be provided to Sourcewell periodically as needed, in order to incorporate new manufacturers / distributors that fall within the scope of service, or to remove any manufacturers / distributors that are no longer part of the aforementioned vendor network. This Vendor Discount Matrix is incorporated into this Contract for reference. Supplier will also maintain a Master Price File, which is incorporated into this Contract for reference, and will be available upon request.

3. Supplier's response to Proposal line item 63 under "Table 6: Pricing" is deleted in its entirety and replaced with the following response:

Response: Volume discounts vary across vendors and will be provided as a percentage off of MSRP / List Price based on specific volume discount criteria. All items have between a 10 and 35% discount, depending on profit margins, manufacturer discounts and associated market conditions. Supplier's Vendor Discount Matrix will be provided to Sourcewell periodically as needed, in order to incorporate new manufacturers / distributors that fall within the scope of service or to remove any manufacturers / distributors that are no longer part of the aforementioned vendor network. This Vendor Discount Matrix is incorporated into this Contract for reference. Supplier will also maintain a Master Price File, which is incorporated into this Contract for reference, and will be available upon request.

4. Supplier's response to Proposal line item 11 under "Table 2A: Financial Viability and Marketplace Success" is amended with an additional paragraph as follows:

ADDITIONAL PARAGRAPH: Please note that due to its vast range of product and service offerings across the public safety industry, All Hands Fire Equipment LLC is also known and identified in the industry under its following list of divisions:

All Hands Fire
All Hands Rescue
All Hands Tactical
All Hands EMS
All Hands Safety
All Hands Industrial
All Hands Training

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

Sourcewell

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

Date: 1/12/2025 | 9:27 PM CST

All Hands Fire Equipment LLC

DocuSigned by:
By: Heather Pizzillo
0680070AE70144D...
Heather Pizzillo, Authorized Negotiator

Date: 1/12/2025 | 8:18 AM PST