

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and All Hands Fire Equipment LLC, 7 3<sup>rd</sup> Ave., Neptune City, NJ 07753 (Supplier).

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

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

**1. TERM OF CONTRACT**

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

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

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

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

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

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

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

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

### 3. PRICING

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

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

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

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

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

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

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

- Identify the applicable Sourcewell contract number;

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

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

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

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

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

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

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

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

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

### **11. INDEMNITY AND HOLD HARMLESS**

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

### **12. GOVERNMENT DATA PRACTICES**

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

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

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

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



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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

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

#### **15. FORCE MAJEURE**

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

#### **16. SEVERABILITY**

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

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

**22. CANCELLATION**

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

Sourcewell

All Hands Fire Equipment LLC

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 3/26/2024 | 11:12 AM CDT

DocuSigned by:  
*Heather Pizzillo*  
0680070AE70144D...  
By: \_\_\_\_\_  
Heather Pizzillo  
Title: Consultant/Contracting Specialist  
Date: 3/26/2024 | 8:19 AM PDT

# RFP 010424 - Firefighting PPE and Related Equipment Cleaning

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## 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: Tuesday December 12, 2023 20:16:10  
Submitted On: Wednesday January 03, 2024 19:47:47  
Submitted By: Heather Pizzillo  
Email: heather.pizzillo@gmail.com  
Transaction #: 04c8831c-52c8-4c90-80d8-47036440f615  
Submitter's IP Address: 96.242.158.245

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	All Hands Fire Equipment LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A - no subsidiary entities
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A - no DBA
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UEI: SKKBBG2DG7L7 CAGE Code: 3GNZ1
5	Proposer Physical Address:	7 3rd Ave. Neptune City, NJ 07753
6	Proposer website address (or addresses):	www.allhandsfire.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Heather Pizzillo Consultant / Contracting Specialist 1933 State Route 35, Suite 207 Wall, NJ 07719 heather.pizzillo@gmail.com 732-245-6465
8	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
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A - no additional contacts for this proposal

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>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 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, training as well as water rescue outfitter – to which many national, state and local governmental organizations have relied upon for over 20 years, which further demonstrates their trust and confidence in the quality of products and services provided.</p>

11	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	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please find the attached financial statements from All Hands Fire Equipment's accounting software, NetSuite. 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 and has doubled its 2019 Net Income by 2022, and will more than triple it at the close of 2023.	*
13	What is your US market share for the solutions that you are proposing?	US market share is <1%	*
14	What is your Canadian market share for the solutions that you are proposing?	Canadian market share is <1%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	N/A - The business has never petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	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.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	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) through SAM.gov.	*
18	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	The products and/or equipment offered in this proposal are held to the strictest standards and where applicable and required, NFPA, OSHA, and ANSI compliance standards are either met or exceeded. Applicable documentation can be provided upon request for any product offered in this proposal.	*
19	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A - no "Suspension or Debarment" information applies to this organization during the past ten years.	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
20	Describe any relevant industry awards or recognition that your company has received in the past five years	- 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 any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	All Hands Fire Equipment LLC currently holds 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: <a href="https://www.allhandsfire.com/contracts">https://www.allhandsfire.com/contracts</a>  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
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.

**Table 4: 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 *
Colts Neck Fire Company #1	Mike Cusate	(732) 685-9930
Colts Neck Fire Company #2	Bobby Ciasulli	(732) 778-4647
Warren Township Fire Department	Jim Mitchell	(732) 850-2406
Jersey City Fire Department	Deputy Chief Henry DiGuilio	(201) 705-4877
Monmouth County Fire Marshall's Office	Fred Migliaccio	(732) 904-4741

**Table 5: Top Five Government or Education Customers**

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
New Jersey State Contract	Government	New Jersey - NJ	Firefighter Protective Equipment and Supplies; Police & Homeland Security Equipment and Supplies; Marine Craft	\$4.01 - \$78,000	\$2,905,815
New York City	Government	New York - NY	Safety Lights	\$720 - \$104,356	\$1,964,153
General Services Administration (GSA)	Government	New Jersey - NJ	Protective equipment including firefighting suits and accessories, clothing, footwear, body armor, head protection, breathing air equipment and related items, law enforcement protective equipment, firefighting rescue tools and equipment, fire extinguishers and suppressants, flood mitigation equipment, hoses, valves, fittings, nozzles and related accessories, medical rescue and patient transportation products, marine craft	\$36 - \$274,920	\$1,529,724
New York City Department of Citywide Administrative Services	Government	New York - NY	Personal protective equipment	\$95.04 - \$126,720	\$505,218
Morris County Co-Op	Government	New Jersey - NJ	Personal protective equipment - helmets; as well as various firefighting equipment and accessories	\$14.04 - \$22,589	\$73,256

**Table 6: Ability to Sell and Deliver Service**

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 *
27	Sales force.	<p>All Hands Fire Equipment LLC has a sales force consisting of the following structure listed below. There are a total of 6 sales reps, 3 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 &amp; Outside Sales, Product &amp; 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 &amp; 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 &amp; Outside Sales, Head of the Training Division, Escape Systems, and Technical Sales.</p> <p>Joe Adams – 3rd Highest, 3rd Highest Sales focused on all generic opportunities, basic to advanced sales, and support. Primary Role: Inside &amp; Outside Sales, Generic (Everything other than noted above) Sales, Tactical Sales, and EV Fire Sales.</p> <p>Sandra, Shannon, Lia – Inside Sales, Support Sales &amp; Customer Service Support. All know how to generate Quotes, Close Sales, and Inside Sales Basics</p>
28	Dealer network or other distribution methods.	<p>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 firefighting training facility which also travels to conduct firefighting training courses across the United States.</p>
29	Service force.	<p>The service force is primarily geared towards firefighter training. This sector currently has 58 active direct employees, and there is no third party provider for this sector. Most of the service force is located in the tri-state area, however they travel nationally as required, in order to conduct courses where they are needed most. Please refer to the following site for an outline of the types of courses that are offered: <a href="https://allhandsfiretraining.com/fire-instructors-html/">https://allhandsfiretraining.com/fire-instructors-html/</a></p> <p>Training spans across the following categories:</p> <ul style="list-style-type: none"> <li>- Firefighting Escape Systems</li> <li>- Fire Ground Classes</li> <li>- Fire Officer Classes</li> <li>- Water Rescue</li> <li>- Emergency Vehicle Classes</li> <li>- EMS Medical Programs</li> <li>- Technical Rescue</li> <li>- OSHA Training</li> <li>- Special Programs such as lithium ion battery / EV training, autism awareness for first responders, etc.</li> </ul>
30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>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>

31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	All Hands Fire Equipment LLC infamously has one of the most responsive, transparent, and caring customer service team 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 9am – 5 pm, we are regularly communicating with customers in a friendly, professional manner to get our clientele the items and services they need.  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 3 dedicated customer service representatives and they are all located at All Hands' headquarters in New Jersey.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All Hands Fire Equipment LLC operates nationwide, providing products and services to every state across the United States, and is very willing and able to provide products and services to any participating Sourcewell entities in the United States that may require them.
33	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.
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A - there are no geographic areas of the United State or Canada that we will NOT be serving.
35	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A - there are no participating entity sectors that we will NOT be serving. All Hands Fire Equipment LLC has a national, as well as international presence, and does not have contracts that limit its ability to promote another contract.
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A - there are no contract requirements or restrictions that would apply to participating entities in Hawaii and Alaska and in U.S. Territories.



Table 7: Marketing Plan

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>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. Additionally, a significant portion of All Hands Fire Equipment's business resides within its Training Division, whereby customers come to All Hands Fire Equipment's state of the art training facility (or All Hands travels to them, on site) and they receive extensive training on various types of emergency preparedness equipment and PPE. As a result of the training, customers follow up and order the PPE and equipment that their respective Instructors recommend. These recommendations turn into repeat customers, as All Hands Fire Equipment continues to become a trusted source of first responder expertise across more and more governmental agencies. So All Hands Fire Equipment regularly utilizes this extensive network as a fixture in its marketing strategy. Beyond this, All Hands Fire Equipment would look to partner with Sourcewell in regards to any pre-existing templates and resources that may be available on the Supplier Portal, which could be leveraged as part of a national marketing campaign. Please find the attached uploaded examples of various marketing materials All Hands Fire Equipment utilizes - for reference, there is an example 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:  <a href="https://www.facebook.com/AllHandsFire/">https://www.facebook.com/AllHandsFire/</a>  <a href="https://www.instagram.com/allhandsfire/?hl=en">https://www.instagram.com/allhandsfire/?hl=en</a>  <a href="https://www.youtube.com/@allhandsfire">https://www.youtube.com/@allhandsfire</a>  <a href="https://www.linkedin.com/company/all-hands-fire">https://www.linkedin.com/company/all-hands-fire</a></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 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 contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract 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 products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>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 <a href="http://www.gsaadvantage.gov">www.gsaadvantage.gov</a>. For reference, the link to All Hands Fire Equipment's GSA website for ordering purposes is as follows:  <a href="https://www.gsaadvantage.gov/advantage/ws/search/advantage_search?q=0:847QSWA20D00AR&amp;db=0&amp;searchType=1">https://www.gsaadvantage.gov/advantage/ws/search/advantage_search?q=0:847QSWA20D00AR&amp;db=0&amp;searchType=1</a>  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: <a href="https://www.allhandsfire.com/sca-dev-2022-1-0/checkout.ssp?is=login&amp;login=T&amp;origin_hash=request-a-quote&amp;origin=customercenter&amp;session_id=1704237589&amp;client_id=817981655.1678767029#login-register">https://www.allhandsfire.com/sca-dev-2022-1-0/checkout.ssp?is=login&amp;login=T&amp;origin_hash=request-a-quote&amp;origin=customercenter&amp;session_id=1704237589&amp;client_id=817981655.1678767029#login-register</a>  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. 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 8: Value-Added Attributes**

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All Hands Fire Equipment LLC offers an extensive training division, lead by industry experts in first responder equipment and specifically firefighting PPE. For reference, please refer to the following website for links to all of the types of training courses currently offered: <a href="https://allhandsfiretraining.com/fire-rescue-classes-html/">https://allhandsfiretraining.com/fire-rescue-classes-html/</a> Training is optional but highly recommended and associated costs are outlined when registering for each respective class on the website.
42	Describe any technological advances, unique design, and/or feature attributes that your proposed products or services offer.	All Hands Fire Equipment LLC actively works with its suppliers to offers 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 products or services, and include a list of the certifying agency for each.	Please find the following link to All Hands Fire Equipment LLC's environmental initiatives: <a href="https://www.allhandsfire.com/AHF-is-green">https://www.allhandsfire.com/AHF-is-green</a>  All Hands is currently working towards reducing its carbon footprint and becoming a 100% green company through the following initiatives: <ul style="list-style-type: none"> <li>o Utilizing 100% Renewable and Clean locally produced high quality wind power that provides our facility with all our energy needs.</li> <li>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.</li> <li>o With our New System, we use 90+% Less Paper.</li> <li>o In-House Recycle Program for Glass, Plastic, Metal and the remaining Paper we do use.</li> <li>o We Re-use all shipping and packing materials.</li> <li>o We buy and salvage Used Racks, Office Furniture, and Displays to eliminate them ending up in Landfills.</li> <li>o And continuously working with our Vendors and Partners to be more efficient and environmental.</li> </ul>
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A - All Hands Fire Equipment LLC has not received any third-party issued eco-labels, ratings or certifications relative to these products.
45	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	All Hands Fire Equipment LLC is certified as a Small Business Enterprise (SBE) through SAM.gov. Please reference attached SAM.gov record for reference.
46	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?	All Hands Fire Equipment LLC offers a wide range of products, brands, vendors that are higher quality, game changing, and provide complete solutions. We offer Training, which most Dealers do not offer. 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 Department is different and many have wide-ranging budgets to pool from.  In terms of most unique attributes - it would be All Hands Fire Equipment's state of the art firefighting training capabilities and expertise, as well as top tier customer service that makes for a very seamless and satisfying customer experience.

**Table 9A: Warranty**

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

Line Item	Question	Response *
47	Do your warranties cover all products, parts, and labor?	All Hands Fire Equipment LLC offers a wide range of products from a wide range of manufacturers, and each of them vary in terms of the specific items that are covered under warranty. Please see attached examples of several of the warranties that our manufacturers provide for the products offered under this proposal, for reference. Additionally, 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.

48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	All Hands Fire Equipment LLC is not aware of any usage restrictions or other limitations that would adversely affect warranty coverage that its manufacturers provide. However, if any of these items should arise - All Hands Fire Equipment stands behind the quality of its products and associated warranties, and will work hand in hand with the customer to ensure adequate resolution with regards to any warranty claims that may arise.	*
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	The standard manufacturer warranties that are offered do not cover the expense of the technicians' travel time and mileage to perform warranty repairs.	*
50	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	There are no geographic regions of the United States or Canada (as applicable) for which All Hands Fire Equipment LLC cannot provide a certified technician to perform warranty repairs. Sourcewell participating entities in these regions will be guided by the All Hands Fire Equipment Customer Service Team in terms of how to schedule their warranty service repairs, as well as the step by step process.	*
51	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All Hands Fire Equipment LLC stands by its customers every step of the way, and is known across the industry for its above-and-beyond customer service. Whereas the warranties themselves will go back to the original manufacturer, the All Hands Fire Equipment Customer Service Team will help to guide the customer through this process and will serve as a regular liaison with the manufacturer in order to ensure proper and timely resolution.	*

52	What are your proposed exchange and return programs and policies?	<p>Returns, Exchanges, Refund Policy:</p> <ol style="list-style-type: none"> <li>1. A customer may return an item if it is defective. All Hands Fire Equipment will NOT accept the return of any item that shows any sign of wear or use. Restocking fee(s) may apply.</li> <li>2. In cases where All Hands Fire agrees that manufacturers defects are present due to poor quality or workmanship, the item may be returned for warranty repair or replacement. Customers should first contact All Hands® Fire Equipment prior returning any product. We will not be held responsible for any item's returned without prior authorization.</li> <li>3. All returns must be made within 30 days of purchase (date of invoice). Restocking fee(s) may apply.</li> <li>4. Any claim of damage and/or shortages must be made within 48 hours of receipt or product(s).</li> <li>5. No product may be returned without approval and return directions from All Hands® Fire Equipment. We require all returns and/or exchanges to include our Return &amp; Exchange Form. You need to be logged into your account to use this form).</li> <li>6. Customers are responsible for the cost of shipping the product in question back to All Hands® Fire Equipment or to the Manufacturer. In addition, customers are responsible for shipping costs associated with exchanges or re-shipping.</li> </ol> <p>* Does not apply to products with Manufacturer defects due to poor quality or products that were shipped in error due to All Hands® Fire Equipment or Manufacturers mistake.</p> <ol style="list-style-type: none"> <li>7. Products that are to be returned should use the same packaging and include a copy of the packing slip and/or invoice, and our Return &amp; Exchange Form. In order to use the form you need to be logged into your account.). Customers are responsible for products that are being shipped back to All Hands® Fire Equipment or to the Manufacturer. All Hands® Fire Equipment LLC is not responsible for lost or damaged shipments. We recommend that you ship the product in a manner that can be tracked. You may also wish to insure the shipment.</li> <li>8. Refunds, or credit: Customers will not be credited the amount(s) charged for shipping and handling. Customers will only be credited or refunded for the value of the product. Does not apply to products with Manufacturer defects due to poor quality or products that were shipped in error due to All Hands® Fire Equipment or Manufacturers mistake.</li> <li>9. NO refund, credit or exchange will be given until the product in question is returned and has been examined by All Hands® Fire Equipment or an authorized representative.</li> <li>10. Products being returned must have no evidence of use and must be received in its original box and packaging</li> <li>11. Boot/Footwear Return Policy: Boots and footwear fall under normal Returns, Exchanges Refunds Policy. However, customers must make sure boots and footwear fit properly and are the correct size prior to putting them into service. ANY signs of wear and tear (including but not limited to scuff and/or dirt marks, creases, dirty or scraped soles, etc.) will NOT be accepted. Boots with ANY sign of use and/or wear will be rejected and returned to you without credit, refund or exchange.</li> <li>12. Helmet Policy (Pre-Configured): All pre-configured Helmets fall under normal Returns, Exchanges Refunds Policy. Cancellations for helmets must be made within 24 hours of original order date. ANY signs of wear and tear (including but not limited to sweat stains, scuff and/or dirt marks, alterations, markings, any removal of parts including protective coverings, and/or decal additions) will not be accepted. You must make sure the helmet fits properly and is the correct size prior to putting your helmet into service. ANY Helmets with sign of use or any alterations will be rejected and returned to you without credit, refund or exchange and shipping will be billed to you.</li> <li>13. Helmet Policy (Including Build-Your-Own / Customized): All Hands® Fire Equipment offers a Build-Your-Own feature that allows our customers to create customized products, manufactured and assembled to your specifications. Our cancellation policy on customized orders is as follows: Cancellations for helmets must be made within 24 hours of original order date. Cancellation of Customized Orders will not be permitted after 24 hours of original order date. A customized product may not be returned or exchanged (Does not apply to products with Manufacturer defects due to poor quality or products that were shipped in error due to All Hands® Fire Equipment or Manufacturers mistake). Customized products that are manufactured in error due to customer mistake will not be refunded. Please double check all your specifications prior to ordering a customized product. Most, if not all, Customized Helmets may take more than 12 weeks.</li> <li>14. Customized Product Orders: All Hands® Fire Equipment offers a Build-Your-Own features and other Customized products that allows our customers to create customized products, manufactured to your specifications. Our cancellation policy on customized orders is as follows: Cancellations for customized products must be made within 24 hours of original order date. Cancellation of Customized Orders will not be permitted, refunded or credited after 24 hours of original order date. A customized product may not be returned or exchanged (Does not apply to products with Manufacturer defects due to poor quality or products that were shipped in error due to All Hands® Fire Equipment or Manufacturers mistake). Customized products that are manufactured in error due to customer mistake will not be refunded. Please double check all your specifications prior to ordering a customized product.</li> <li>15. Gift Certificates: Gift Certificates are not returnable or refundable for cash.</li> </ol> <p>To start the return process, log into your account, or to create a new account and request a return or exchange, or call for instructions.</p>
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53	Describe any service contract options for the items included in your proposal.	<p>Service contract options for the items included in the proposal are primarily centered on PPE and first responder training as referenced in Table 6, Line Item 29.</p> <p>Training spans across the following categories:</p> <ul style="list-style-type: none"> <li>- Firefighting Escape Systems</li> <li>- Fire Ground Classes</li> <li>- Fire Officer Classes</li> <li>- Water Rescue</li> <li>- Emergency Vehicle Classes</li> <li>- EMS Medical Programs</li> <li>- Technical Rescue</li> <li>- OSHA Training</li> <li>- Special Programs such as lithium ion battery / EV training, autism awareness for first responders, etc.</li> </ul>
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**Table 9B: Performance Standards or Guarantees**

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

Line Item	Question	Response *
54	Describe any performance standards or guarantees that apply to your services	<p>All Hands Fire Equipment LLC operates to the strictest performance standards and is A+ rated by the Better Business Bureau. The primary standards and controls that are in place relative to performance are housed within NetSuite, where there are internal controls relative to each employee who is processing orders and responding to customer inquiries. Whereas there are not specific guarantees that are applicable for the services provided, All Hands Fire Equipment operates under a customer service first philosophy and stands behind the satisfaction of its customers. Additionally, from a product standpoint, All Hands Fire Equipment offers a price match guarantee for all of its customers as follows: <a href="https://www.allhandsfire.com/price-match-policy">https://www.allhandsfire.com/price-match-policy</a></p>
55	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>All Hands Fire Equipment LLC incorporates segregation of duties via its NetSuite sales and accounting system, in order to ensure that there is a thorough review process in place for each and every order. Aside from the customer receiving regular communications regarding the status of an order, there are also internal reviews that take place in which the document is reviewed by at least 4 separate internal parties - including sales associate, customer service clerk, vendor, and manager. Various fail safes are systematically in place throughout this process to ultimately ensure a smooth customer experience.</p>

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
56	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. We also accept ACH or bank wire transfer if the customer prefers or 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, &amp; 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>
57	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"> <li>• Competitive lease rates with LCA Bank Corporation</li> <li>• FREE proposal generator – create a professional lease quote just by entering an equipment cost</li> <li>• NEW myLEASE® custom quoting tool available</li> <li>• Prefunding up to 100% available</li> <li>• Syndication desk for marginal and start-up credits</li> <li>• Credit turnaround time of 2 to 4 hours and up to \$150,000 application only</li> <li>• LCA will prepare all lease documents</li> <li>• Start-up funding up to \$25,000</li> <li>• eSignature lease documents</li> <li>• Standard and specialized lease programs including LCA's 12-Month 0% Interest or Zero Down, 90 Days Deferred</li> <li>• Knowledgeable – over 29 years of financing experience</li> <li>• Prompt service – dedicated LCA Account Executive and same day funding available</li> <li>• LCA is a direct funder</li> <li>• Minimum finance amount is \$2,000</li> </ul> <p>what IT IS 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"> <li>• Real-time estimates</li> <li>• Request a formal quote</li> <li>• Apply online in minutes</li> </ul> <p>benefits TO YOU</p> <ul style="list-style-type: none"> <li>• Generate quotes in the field on any device</li> <li>• Online credit submission and decisions within minutes</li> </ul>
58	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<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. Please find the attached examples of each document.</p> <p>Please also find the following link to All Hands Fire Equipment's Terms and Conditions: <a href="https://www.allhandsfire.com/terms-and-conditions?page=1">https://www.allhandsfire.com/terms-and-conditions?page=1</a></p>
59	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	<p>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.</p>

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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.	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 Sourcwell. Please find the attached zip file, which includes standard list price sheets from each of the manufacturers / vendors, as well as an "Pricing and Discount Summary" Excel file which summarizes both the standard Sourcwell discount percentages as well as the volume discount percentages, and volume discounting criteria.
61	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing proposal represents a percentage discount from MSRP or list, based on the attached Excel Pricing Summary by manufacturer / vendor. Standard percentage discounts range from 5% to 25%.
62	Describe any quantity or volume discounts or rebate programs that you offer.	Please see attached pricing summary for an outline of each volume discount by manufacturer / vendor. Volume percentage discounts range from 10% to 30%.
63	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For "open market" items or "nonstandard options", All Hands Fire Equipment LLC will supply a quote for each such request.
64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	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.
65	If freight, delivery, or shipping is an additional cost to the Sourcwell 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.
66	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.
67	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 delivery the products / services based on customer requirements.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
68	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	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 your reference, please find the attached example of a quarterly report that is currently provided to GSA in order to verify and calculate the administrative fee for that respective contract (their current Industrial Funding Fee rate is 0.75%). The report for Sourcwell would model this process, but would be calculated at a rate of 2% of total sales under the contract.
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	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 provide quarterly detailed reports for GSA, as one example, 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.
71	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	2% of All Hands Fire Equipment's sales under this contract

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

Line Item	Question	Response *
72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	All Hands Fire Equipment LLC is offering a wide array of firefighting PPE and related equipment across 27 different manufacturers as outlined in the pricing summary. All Hands Fire Equipment is well equipped to outfit any organization with end to end PPE as well as full training services for how to utilize the equipment. Additional details regarding the specific part numbers offered can be found in the attached manufacturers' price lists.
73	Describe available options for customization of the products and/or equipment offered in your proposal.	The available options for customization are outlined at the following link on All Hands Fire Equipment's website: <a href="https://www.allhandsfire.com/Categories/Design-Your-Own">https://www.allhandsfire.com/Categories/Design-Your-Own</a> . Additionally, All Hands Fire Equipment LLC is very flexible with customer requests and has the ability to offer additional customizations upon request.
74	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	All Hands Fire Equipment LLC has extensive experience providing sizing, fitting and alterations for customers and governmental agencies across the country, fully outfitting them with turnout gear, PPE, as well as other size-dependent products. All Hands' Customer Service team works hand in hand with the customer to review size charts and discuss sizing needs for the team in order to help ensure the most accurate upfront assessment possible. Additionally, in cases where adjustments are needed, All Hands' Customer Service will work with the customer to ensure either a proper exchange takes place or necessary alterations are scheduled.
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	PPE has expanded from just turnout gear to incorporating various operations that firefighters will partake in, including but not limited to - SAR, water rescue, hazmat, extrication, active shooter, etc. These are 5+ PPE ensemble categories that All Hands Fire Equipment views as substantial subcategories for the PPE solutions being offered. Additionally, a separate category which directly ties into the PPE items offered, primarily via the service and training component of the solution, are firefighting escape systems - which work hand in hand with the turnout gear proposed and would be a subcategory of turnout gear.



**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

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

Line Item	Category or Type	Offered *	Comments
76	Protective Clothing	<input checked="" type="radio"/> Yes <input type="radio"/> No	NRS, Force 6, First Watch, PIP, Rothco, True North, Petra Roc, Gerber Outerwear
77	Helmets and related accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	Cairns / Mine Safety Company, Team Wendy, Majestic, Life Liners / Stanfield's Ltd., Quest Fire Apparel
78	Other related equipment and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	Vanguard, United Shield, Dragon Fire Gloves, 221B Tactical, Condor Outdoor, Haix, Holik Fire & Rescue, Sterling Rope, Gemtor
79	Firefighting apparel and station-wear	<input checked="" type="radio"/> Yes <input type="radio"/> No	Veridian, 511 Tactical, Proper, Pinnacle / Topps, VF Workwear
80	Extractors, laundry machines, mechanical dryers, drying and storing racks	<input checked="" type="radio"/> Yes <input type="radio"/> No	Groves
81	Cleaning and decontamination service and maintenance	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A - not offered
82	Firefighting PPE cleaning supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Chief's Choice
83	Cleaning equipment for other firefighting equipment and tools	<input checked="" type="radio"/> Yes <input type="radio"/> No	Chief's Choice
84	Services Related to the equipment described above	<input checked="" type="radio"/> Yes <input type="radio"/> No	All Hands Fire Equipment Training Division courses spanning across the following categories: - Firefighting Escape Systems - Fire Ground Classes - Fire Officer Classes - Water Rescue - Emergency Vehicle Classes - EMS Medical Programs - Technical Rescue - OSHA Training - Special Programs such as lithium ion battery / EV training, autism awareness for first responders, etc.

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

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

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

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
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 - Wednesday January 03, 2024 19:23:40
- [Financial Strength and Stability](#) - All Hands Fire Equipment LLC\_Financial Statements.xlsx - Tuesday December 19, 2023 18:36:09
- [Marketing Plan/Samples](#) - Marketing Materials.zip - Tuesday January 02, 2024 17:44:30
- [WMBE/MBE/SBE or Related Certificates](#) - Small Business Enterprise Certification\_SAM.gov.pdf - Tuesday December 19, 2023 23:41:06
- [Warranty Information](#) - Warranty Examples.zip - Tuesday January 02, 2024 19:05:41
- [Standard Transaction Document Samples](#) - Standard Transaction Document Examples.zip - Tuesday January 02, 2024 22:53:42
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Example of NetSuite Contract Summary Report for Quarterly Administrative Fee Calculation.xlsx - Tuesday January 02, 2024 16:57:07

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Heather Pizzillo, Consultant / 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 contractual obligations contemplated in the bid.

Yes  No

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

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

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