



Solicitation Number: RFP #010424

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Ricochet Manufacturing Company LLC, 4700 Wissahickon Ave., Suite 112, Philadelphia, PA 19144 (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.

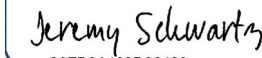
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.


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

Ricochet Manufacturing Company LLC

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/26/2024 | 12:43 PM CDT

DocuSigned by:

By: 205389C983074E7...
Peter Askey
Title: President & CEO
Date: 3/26/2024 | 9:47 AM PDT

RFP 010424 - Firefighting PPE and Related Equipment Cleaning

Vendor Details

Company Name: Ricocet Manufacturing Company, Inc.
Address: 4700 Wissahickon Avenue
Suite 112
Philadelphia, Pennsylvania 19144
Contact: Peter Askey
Email: paskey@ricochet-gear.com
Phone: 215-849-1971 16
Fax: 215-849-1981
HST#: 03-0493727

Submission Details

Created On: Monday November 20, 2023 08:04:07
Submitted On: Thursday January 04, 2024 09:46:02
Submitted By: Peter Askey
Email: paskey@ricochet-gear.com
Transaction #: 3ab39cc0-1776-4d22-a0c0-03ac6af2e812
Submitter's IP Address: 173.12.9.177

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")	Ricochet Manufacturing Company, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
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
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1MBM2
5	Proposer Physical Address:	4700 Wissahickon Ave, Suite 112, Philadelphia, PA, 19144
6	Proposer website address (or addresses):	https://www.ricochet-gear.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):	Peter Askey President & CEO paskey@ricochet-gear.com 866-293-8104 ext
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Nathan Calabrese Vice President Sales & Marketing ncalabrese@ricochet-gear.com 866-293-8104
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Nicole Anderson Vice President Finance & Administration nanderson@ricochet-gear.com 866-293-8104

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>The narrative of Ricochet can be found at the following link. However, for your convenience, we have provided the text directly below the link as well.</p> <p>https://www.ricochet-gear.com/page/about</p> <p>Ricochet is located in Philadelphia, Pennsylvania and has decades of experience producing sophisticated, high-tech gear for the rigorous and specialized needs of the military, industrial chemical workers, emergency first responders, and public safety personnel. Ricochet's home office and manufacturing are located in a historic factory building in Philadelphia, Pennsylvania, home to a strong workforce of highly experienced and dedicated employees.</p> <p>Our extensive experience has helped us develop the skills, knowledge, and proven manufacturing techniques to provide the ultimate quality, comfort, and protection in Personal Protective Equipment (PPE) for emergency first responders and public safety personnel involved in Emergency Medical Services (EMS), technical rescue, and firefighting.</p> <p>We take our responsibility of protecting Emergency First Responders very seriously. As tough as NFPA standards are, being just good enough to meet NFPA certification is not good enough for us. We engineer clothing that goes above and beyond the requirements of NFPA 1999 (EMS), 1951 (Technical Rescue), and 1971 (Structural Firefighting). Every detail is engineered to meet your needs for ultimate protection, comfort, and mobility.</p> <p>We create value for our users by offering top-quality protective clothing with extensive options for customization at very competitive prices. From the selection of fabrics to the sealed seams to the type of stitching, every detail is engineered to meet the needs of the wearer for ultimate protection, comfort, and mobility. Ricochet is an ISO 9001 certified facility. We strive to provide industry-leading customer service and delivery times on all of our protective clothing.</p> <p>Designed for greater flexibility, comfort, and performance, Ricochet has developed patterning innovations throughout all of the layers of your gear that work with the dynamics of your body in order to reduce heat stress, hobbling, and fatigue, all while providing a greater range of motion. All of our gear is custom-built, as proper fit lowers the risk of exhaustion and increases safety.</p> <p>Ricochet provides our customers with numerous choices of layered fabric systems, designed for durability, protection, and breathability. We make protective clothing that is comfortable, long-lasting, highly customizable and competitively priced. Our rapid turnaround time offers custom PPE built to specifications (not just pulled from a shelf) and guaranteed to fit accurately in a matter of weeks, not months.</p>
11	What are your company's expectations in the event of an award?	<p>Ricochet would be honored and highly motivated with Sourcwell as a cooperative purchasing partner in order to provide a successful alternative method for municipalities to procure products other than the traditional tender process. Ricochet strongly believes that partnering with Sourcwell will eliminate many of the barriers that are associated with the traditional bid process, and will provide easier, more efficient, and fully transparent access to necessary products. Partnering with Sourcwell is in direct alignment with Ricochet's growth plans in the fire, rescue, and EMS industry segment of public safety.</p>
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>As a privately held company, Ricochet practices a policy of not disclosing specific financial data. However, Ricochet is a financially stable, fiscally responsible, profitable company. We have numerous internal financial controls, we maintain strong and open relationships with multiple financial partners for banking, lending, and financial advisement, we have routine internal financial reviews, and we have highly trained financial professionals as part of our internal staff. Ricochet has serviced multiple contracts with federal agencies, in excess of \$10 million in annual revenue, historically, and has been awarded additional contract with similar annual revenue volume for the next 5 years. We are happy to provide specific financial references from banking and financial partners, raw materials vendors, and welcome any discussions in regards to Ricochet's financials, directly with Sourcwell, via in person or telephone meetings.</p>
13	What is your US market share for the solutions that you are proposing?	<p>Ricochet is considered to be one of the top 5 manufacturers in the United States of fire, rescue, and EMS PPE by volume. Our market share position is calculated from the amount of fire, rescue, and EMS PPE produced for the United States Military, Municipal Fire/Rescue/EMS customers, and Industrial Fire/Rescue/EMS customers. We have continued to achieve steady and stable growth in the market through additional product offerings, partner additions (dealers and distributors), and providing excellent products and services to both our partners and end users. We have recently added cleaning and repair services to our offering to enhance the value we provide to our dealer and customer base. We intend to focus on this business to create growth and adherence to the NFPA 1851 cleaning standard, offering an important service for our customers to reduce their exposure to cancer causing contaminants.</p>
14	What is your Canadian market share for the solutions that you are proposing?	<p>Ricochet is currently in the early growth stages of the Canadian market. We have provided quality products for Canadian customers, and we have ongoing conversations and are evaluating Canadian partners. While we are very interested and dedicated to working with the Canadian market, we are undergoing our due diligence and carefully considering our options with Canadian partners. We want to be certain that the highest levels of excellence in product and service are applied in the Canadian market as we are known for in the United States market.</p>
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>No, Ricochet has never petitioned for bankruptcy protection.</p>

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?	Ricochet is a manufacturer of fire, rescue, and EMS personal protective equipment, which includes coats and pants that exceed the standards of NFPA 1971, NFPA 1951, and NFPA 1999. Ricochet also incorporates other manufactured personal protective equipment into our product offering that is used by our customer base including suspenders, belts, harnesses, gloves, boots, and hoods. Ricochet uses strict quality control policies, consistent with our ISO 9001 Certification, to ensure that all additional offered products meet our own very high quality standards. Ricochet employs directly a national sales force of trained professionals spread throughout the United States, with our Company President and our Vice President of Sales & Marketing leading and assisting their engagement with our Dealer and Distributor network, as well as assisting as additional resources to the end user as required or as necessary. Ricochet provides extensive training and support to a vast but very select network of Dealers and Distributors throughout the United States and Canada. Ricochet Dealers and Distributors are expected to be subject matter experts in their field, and represent the best interests of the customers that they serve when selling Ricochet products and providing after-sales service.
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.	Ricochet's manufacturing facility is certified to ISO 9001 and utilizes the ISO 9001 quality manual in all of our operations to manage the processes and procedures we use on a daily basis. We have semi-annual audits to assure compliance to the ISO standard. Additionally, Ricochet undergoes randomized quarterly audits from Underwriter's Laboratory ("UL") every year, and we are proactive in conducting frequent internal ISO audits in advance for continuous improvement and to promote operational excellence.
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).	Ricochet's products are designed to exceed the many health and safety standards such as OSHA, and we certify compliance of our products to various ANSI and NFPA standards on a regular and ongoing basis. We currently certify coats and pants to current versions of NFPA 1999 (Standard on Protective Ensembles for Emergency Medical Operations), NFPA 1951 (Standard on Protective Ensembles for Technical Rescue Incidents) and NFPA 1971 (Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting) and maintain these standards through an annual re-certification process with UL each year.
19	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None.

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	In 2020, Ricochet was acknowledged as the 8th Fastest Growing Company in Philadelphia by the Entrepreneurs Forum of Greater Philadelphia. We were the fastest growing manufacturing company on the list as most of the winners were technology and service related businesses.
21	What percentage of your sales are to the governmental sector in the past three years	90% of Ricochet business is to the government sector. Ricochet has been awarded multiple exclusive Federal contracts to supply Firefighting PPE for the United States Air Force, as well as supplying Firefighting PPE to other branches of the United States Military. Ricochet holds numerous state contracts to provide Firefighting PPE to state, county, and municipal fire and emergency services. Ricochet Dealers and Distributors nationwide focus primarily on providing Firefighting PPE to state, local, and municipal fire and emergency services throughout the United States and Canada.
22	What percentage of your sales are to the education sector in the past three years	5% of Ricochet's business is to the education sector, specifically to fire, rescue, EMS, and Emergency Services training and education. This is primarily in the form of providing Firefighting PPE to colleges, academies, and instructors who focus on the education and training of first responders and public safety personnel.
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?	Ricochet is listed on the following State Contracts: New York State Contract for Firefighting PPE with a past 3-year volume of approximately \$700,000. New Jersey State Contract for Firefighting PPE with a past 3-year volume of approximately \$400,000. Massachusetts State Contract for Firefighting PPE with a past 3-year volume of approximately \$400,000.
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?	Ricochet does not currently hold a GSA contract.

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Honolulu Fire Department	Hank Kaiwi Jr., Battalion Chief	808-478-8528
Detroit Fire Department	David Fornell, Director of Fleet and Facilities	313-573-4798
Indiana Air National Guard	Nicholas Southerland, Sargent First Class and Fire Chief	706-580-0968
FDNY Quartermaster - VF Imagewear	Rickey Singh - Sr Program Manager	718-352-2363
United States Air Force	Brian Bridgeford	719-229-5951

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 *
United States Air Force	Government	District of Columbia - DC	Contracted official manufacturer for all Firefighting PPE with the United States Air Force, Air National Guard, and Reserves in all 50 states and globally.	\$90 million multi-year contract first awarded in September 2017 and currently runs through March 2028	\$22,000,000
FDNY	Government	New York - NY	Supply customized USAR/Technical Rescue PPE for all squads and rescues of the FDNY.	Over \$2m in total USAR/Technical Rescue PPE, supplied in monthly and quarterly orders since 2011.	\$250,000
Honolulu Fire Department	Government	Hawaii - HI	Supply custom EMS PPE for all medics of the Honolulu Fire Department.	Over \$3m in total EMS PPE supplied in monthly and quarterly orders since 2008.	\$375,000
NY State Contract	Government	New York - NY	Supply custom structural fire, technical rescue and EMS PPE for any agency or municipality in the New York State.	Over \$2.0 million of structural fire, technical rescue and EMS PPE since 2018	\$700,000
NJ State Contract	Government	New Jersey - NJ	Supply custom structural fire, technical rescue and EMS PPE for any agency or municipality in the State of New Jersey.	Over \$1.5 million of structural fire, technical rescue and EMS PPE since 2017	\$400,000

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.	Ricochet has multiple designated sales positions strategically outlined and placed throughout North America in order to support customers, dealers, and distributors with sales and marketing initiatives as well as after-sales support. These positions include Ricochet direct employees, inside sales representatives, and outside sales representatives. Ricochet also has designated internal sales positions located in our Philadelphia, PA factory and headquarters to assist and process inbound direct leads and after-sales service. The full sales team is further supported by Ricochet's Vice President of Sales & Marketing, CFO, and President/CEO. Externally, the Ricochet sales team extends into the personnel of our authorized Dealer and Distributor network throughout North America. The Ricochet internal and external sales team combined provides a total dedicated sales force of several hundred well trained and highly qualified personnel throughout North America.
28	Dealer network or other distribution methods.	Ricochet has a vast and continuously growing Dealer and Distributor network throughout North America. Ricochet Dealers and Distributors undergo rigorous examination before being approved as a partner, and are supported by extensive initial and ongoing training and education programs in order to ensure that our highest levels of customer service are met. Ricochet Dealers and Distributors are strategically placed so that there is overlapping geographical coverage where and when applicable and possible. Ricochet also sells directly to customers in the event that a customer is not within range of a local Dealer/Distributor, or the customer wishes to purchase directly from Ricochet.
29	Service force.	The Ricochet factory service and support team is located at Ricochet headquarters in Philadelphia, PA. These front-line personnel are fully trained to assist, inspect, troubleshoot, and/or repair any potential service related concern, which includes any potential warranty repair and/or replacement evaluations. The Ricochet electronic RMA system has been designed to be simple, fast, effective, and painless for the customer with the coordination of the Ricochet Customer Service and Service teams.
30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Ricochet has implemented a highly successful electronic ordering process which allows for the fast and painless submission and processing of inbound orders. Customers may contact Ricochet directly, or an authorized Ricochet Dealer or Distributor via phone, email, or website submission to initiate the process. Quotations, if needed, are electronically generated within 24 hours. Upon customer acceptance of quotation and/or the issuance of a purchase order, a proper sizing/fitment appointment will be coordinated and scheduled at the customers' request. Upon completion of the sizing/fitment appointment, the order can be submitted electronically together with the customers' purchase order. Order confirmation will be provided to the customer directly within 24 hours, and the order is immediately submitted to the Ricochet production team at that time. Ricochet leads the industry with order lead times consistently at 8-12 weeks from the date of purchase order submission and approval. All orders include flat-rate shipping, and may be drop-shipped per the customers' request to any location within the United States and Canada.

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 customer service inquiries are handled internally by dedicated, trained, and expert Ricochet Customer Service staff, located at our facility in Philadelphia, PA. The Ricochet Customer Service team is conveniently available via phone, email, or by contact submission through the Ricochet website. In order to provide the best service possible, as well as track and record the initiation and progress of any and all Customer Service inquiries, the Ricochet Customer Service team shares a common phone number and a common email inbox, assuring that all inquiries are addressed properly and in a timely manner. All Customer Service inquiries must be properly addressed by the Ricochet Customer Service team within 24 hours. Ricochet does not outsource any portion of our Customer Service.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Ricochet is willing, able, and motivated to provide our products and services to all participating Sourcewell entities throughout the United States, including Hawaii, Alaska, and US Territories. Customers are able to order through Ricochet Dealers, Distributors, or directly through Ricochet. All orders include flat-rate shipping, and may be drop-shipped per the customers' request to any location within the United States. Ricochet is proud to lead the industry with order lead times consistently at 8-12 weeks from the date of order submission and approval.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Ricochet is willing, able, and motivated to provide our products and services to all participating Sourcewell entities throughout the Canada. Customers are able to order through Ricochet Dealers, Distributors, or directly through Ricochet. All orders include flat-rate shipping, and may be drop-shipped per the customers' request to any location within Canada. Ricochet is proud to lead the industry with order lead times consistently at 8-12 weeks from the date of order submission and approval.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None. Ricochet intends to service all current and potential Members of Sourcewell's portfolio per the terms of the contract throughout the United States and Canada regardless of geographical location.	*
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?	None. Ricochet intends to service all current and potential Members of Sourcewell's portfolio per the terms of the contract throughout the United States and Canada regardless of customer/member sector or type.	*
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None. Ricochet already services customers throughout Hawaii, Alaska, and US Territories, and intends to service all current and potential Members of Sourcewell's portfolio per the terms of the contract, regardless of geographical location or customer/member type.	*

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.	Ricochet will assign top priority and directly commit resources to marketing the Sourcewell contract, ensuring that it is a leading initiative for promotion in our sales & marketing plan. The strategy will include a multi-channel effort to inform, educate, present, and promote the Sourcewell contract directly to end users as well as dealers and distribution partners. The multi-channel effort will include a strong online presence through multiple strategically designed and placed advertisements, white papers, press releases, and social media placements outlining why the Sourcewell contract is the right choice for the purchase of Firefighting PPE products and services. The Sourcewell contract will also be prominently displayed throughout the Ricochet website and all methods of Ricochet marketing and digital media. Marketing literature will be professionally developed to distribute throughout the industry to all relevant current and prospective contacts. Ricochet Team Members internal and external will be formally trained and educated on the Sourcewell contract details, the benefits of the contract, and will be tasked with direct face-to-face promotion in the field to end users and distribution partners. Ricochet will also prominently display Sourcewell contract media at related and relevant industry events to further promote the opportunity with Sourcewell.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Ricochet heavily utilizes technology and digital data as part of our overall corporate marketing strategy to enhance marketing effectiveness. Along with our dedicated in-house marketing team, we have partnerships with multiple third-party marketing agencies in order to utilize their highly qualified teams and specialized services to help advance and support our ongoing marketing initiatives. Our website, CRM, email, social media accounts, and other digital media presences have various interconnected attributes that allow us to maximize the reach, delivery, and tracking of marketing initiatives and individual marketing campaigns which help to continuously monitor, measure, and improve effectiveness and engagement. We combine these digital strategies to our ongoing and frequent updates, revisions, and application throughout all aspects of our electronic marketing including our website, social media channels, outward communications, digital marketing media, and electronic media shared with our partners.
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?	Ricochet welcomes any and all promotion assistance and support offered by Sourcewell in regards to this contract that would be mutually beneficial to the customer, Sourcewell, and Ricochet to further promote the Sourcewell contract and Sourcewell cooperative purchasing initiatives. This may include notifications, notices, and publications of the contract to current and prospective Sourcewell customers, as well as any media or marketing materials that Sourcewell is open to provide and/or share. Any assistance provided by Sourcewell will be incorporated into Ricochet's direct marketing initiatives in regards to the contract, and promoting Sourcewell and the Sourcewell cooperative purchasing system as a strategic partner for Ricochet.
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.	Ricochet currently holds multiple state e-procurement contracts such as the New Jersey and New York state firefighting PPE contracts. Ricochet is partnered on these contracts to be able to offer customers competitive, effective, and simplistic means to purchase the products necessary to them in a manner that is consistent with the overall benefits of cooperative purchasing agreements. Orders placed with these contracts are able to flow seamlessly through Ricochet's order, production, and shipping process, providing the customer with a seamless, painless, trouble-free experience in placing their orders. An added benefit to the customer is that these systems work when placing orders to Ricochet directly, as well as through the Ricochet Dealer/Distributor network. Our system is used by government customers (military and municipal fire, rescue, and EMS agencies) and educational customers (colleges, academies, universities, and training facilities related to fire, rescue, and EMS) to build specifications, obtain quotations, and place orders directly with Ricochet, or through an approved Ricochet Dealer or Distributor. The system has receive overwhelming positive feedback for its' simplicity, ease of use, effectiveness, and accuracy in assisting the customer with obtaining the necessary products while reducing their administrative burdens.

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.	Ricochet requires extensive training to our own personnel and team members, as well as those of our Dealers and Distributors. Ricochet also provides free, no-cost training to both current and prospective end-users. These training programs focus on the construction, application, usage, care, inspection, and maintenance of fire, technical rescue, and EMS PPE, as well as any applicable NFPA standards and certifications. Training begins with all internal and external Ricochet sales, marketing, customer service, and service personnel, who undergo a rigorous training program to ensure competency, professionalism, and establish them as subject matter experts in the field. Upon certification, Ricochet personnel are then able to provide Dealer and Distributor team members with the same rigorous training and examination before being fully approved as a partner, and are supported by extensive ongoing training and education programs in order to ensure that our highest levels of customer service are met. Training at the end user level may be conducted by Ricochet personnel or by Dealer and Distributor personnel upon request and approval, and is provided at no-cost to the end user. These training and education programs are also available to any and all Sourcewell entities at no-cost.
42	Describe any technological advances, unique design, and/or feature attributes that your proposed products or services offer.	We take our responsibility of high-quality PPE very seriously. As tough as NFPA standards are, being just good enough to meet NFPA certification is not good enough for us. We engineer clothing that goes above and beyond the requirements of NFPA 1999 (EMS), 1951 (Technical Rescue), and 1971 (Structural Firefighting). Every detail is engineered for ultimate protection, comfort, and mobility. Designed for greater flexibility, comfort, and performance, Ricochet has developed patterning innovations throughout all layers of PPE that work with the dynamics of the human body in order to reduce heat stress, hobbling, and fatigue, while providing a greater range of motion. All Ricochet PPE is custom-built, as proper fitment lowers the risk of exhaustion and increases safety. We create value for our users by offering top-quality PPE with extensive options for customization at very competitive prices. From the selection of fabrics to the sealed seams to the type of stitching, every detail is engineered to meet the needs of the wearer for ultimate protection, comfort, and mobility.
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.	Ricochet works with local businesses to recycle some of the waste generated in our manufacturing operations. We work with a cardboard recycler to reuse and recycle all cardboard waste to reduce volume to the landfill. We also donate sample gear or gear from departments that have purchased new gear that has not yet expired to rental businesses as well as to departments that do not have adequate gear to properly outfit their volunteers.
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.	Ricochet has not received any third party ratings or certifications regarding sustainability or energy conservation relating to our facilities or the products offered in this proposal. We continue to work with all of our vendors and suppliers to eliminate PFAs from all of our PPE and have a policy, copied in the attachments, that outlines that commitment.
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.	Ricochet's is a small business with our sole manufacturing facility located in a Hub Zone in Philadelphia, Pennsylvania. We have not formally been certified as a small business, but we meet the criteria as outline by most municipalities and governmental agencies.
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?	Ricochet is a manufacturer that was founded on and continues to operate on principles that take our commitments to the customer very seriously. We fully understand that our customers are those who are risking their lives every single day for the safety and security of others, and our job is to keep these first responders and public safety personnel as safe and comfortable as possible to enable them to do their job safely and successfully. This commitment comes with multiple unique attributes offered by Ricochet that are not available through any other manufacturer in the industry. Ricochet dedicates significant resources to the innovation, technology, and engineering of the products necessary to meet these demands, which has led to the ongoing development and application of very specific patterning for the construction of Ricochet brand PPE. Ricochet provides transparent and detailed education and training at no-cost to all current and potential partners and customers, allowing them to make well-informed decisions on the choices that they make in regards to their PPE. Ricochet provides multiple product variations and options to meet the varying needs of the customer without sacrificing safety, comfort, or quality, while still exceeding the applicable NFPA standards associated with PPE. All Ricochet PPE is 100% custom made to the specific sizes of the wearer, inherently increasing the comfort, range of mobility, and safety of the garment. Ricochet leads the industry in order processing lead times, maintaining the fastest average production and shipping times of custom PPE for several years running. Ricochet offers highly competitive pricing to the end user, therefore increasing and maximizing the value of the increased safety and comfort that is gained when purchasing Ricochet brand PPE. Ricochet remains heavily involved in industry developments that lead to changes in how PPE is produced, worn, cleaned, and serviced, and remains on the front lines of positive change and advancement to help keep customers safe and protected from various hazards. Ricochet chooses partners very carefully, selecting only those who are able to share our passion and commitment to a mission of safety, quality, and service. These are attributes that are unique to Ricochet, and cannot be duplicated. Sourcewell entities will gain access to these attributes and commitments from Ricochet if we are awarded a contract with Sourcewell.

Table 9A: Warranty

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

Line Item	Question	Response *
47	Do your warranties cover all products, parts, and labor?	Yes. Ricochet products are warranted to be free from defects in materials and workmanship for the serviceable life of the product, including products, parts, and labor.
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No. Our warranty does define that the products must be used for the purpose for which they were designed, by trained personnel, per the products' proper usage, inspection, maintenance, and storage instructions, but there are no specific restrictions or limitations when the product is used as intended.
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Not applicable. Warranty repair for PPE cannot typically be completed in the field, and must be sent to a certified Independent Service Provider (ISP) per compliance with NFPA standards.
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?	No. Warranty repairs will be covered regardless of geographic region. In some cases, a local verified and certified ISP may be chosen to conduct the repair, in other cases, shipping may be necessary, but warranties will be honored appropriately regardless of geographic location.
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?	Yes. Ricochet will honor the warranty as stated for any item or component of an item provided by Ricochet per the terms of the Sourcewell contract.
52	What are your proposed exchange and return programs and policies?	Ricochet cannot accept returns or exchanges for custom Firefighting PPE products unless they have been deemed defective, as each item is tailored and manufactured to an individuals' specific sizing. In the event of a defect, we will gladly and promptly repair or replace the item.
53	Describe any service contract options for the items included in your proposal.	Ricochet offers cleaning, repair and inspection services within the proposal which are provided both directly by Ricochet and also through partnerships with multiple authorized and licensed third party ISPs that provide cleaning, repair, and service throughout the United States. This network will be available through Ricochet to provide these services to the Sourcewell customer or member based on location and type of services required.

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	Ricochet manufacturers protective garments that meet or exceed the strict standards of NFPA 1999, NFPA 1951 and NFPA 1971. We are audited on a quarterly basis and must go through annual recertification for each of these standard. Underwriter's Laboratory ("UL") is the third party that we have employed to certify all of our products to these standards.
55	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Ricochet is focused on customer service and providing personal responses in a timely manor. Ricochet measures the time it takes responding to a customers request for an order (submission of a PO or Quote) and the target is less than 24 hours. A response means not only do we acknowledge the receipt of the order, but we have also reviewed the order, process the order to be ready for production and responded with any questions or open issue we see with the order. Ricochet has a KPI that takes the response time for every order and keeps a running 8 week average of the result. In the first quarter of 2023, the KPI was running at 72-96 hours as a result of a huge influx of orders on February 1, 2023, to avoid a price increase. After May of 2023, this KPI remained within the target ranging between 24 for the remainder of the year!

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
56	Describe your payment terms and accepted payment methods.	Ricochet provides 30-60 day payment terms to all of our dealers and direct customers. Sourcewell members will be able to purchase directly from Ricochet or from one of our many experienced dealers across the country. Each of these dealers will have their own payment terms and conditions, but these dealers typically supply products to municipalities and provide 45-60 day terms. Ricochet accepts ACH payments, wire transfers, checks and credit cards as payment for services and products.
57	Describe any leasing or financing options available for use by educational or governmental entities.	Currently Ricochet does not provide any leasing or long-term financing options, but we work with several unrelated, financial companies that have provided financing for purchases in the past. Both Ricochet and our dealer base have recommendations available for financing options, if requested. Additionally, Ricochet is developing a rental program for short-term and long-term gear requirements. Many departments use rental gear to provide gear to new firefighters as they move through training and fire school, and wait to purchase new gear until the fire fighter has passed his or her certification requirements to become a full time fire fighter.
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.	Ricochet uses electronic and excel based order forms, a copy of one is attached, to develop the customer specifications. Each customer has a tremendous amount of information, from names to coat lettering to the sizing that must be entered and reviewed by both the customer and by Ricochet. Ricochet receives order forms that have been completed by dealers and customers and re-enters this data into our MRP system to prepare it for production. Typically, the order form is attached to a Purchase Order and becomes the control document for questions and clarifications for the order. A copy of Ricochet's terms and conditions are also attached.
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?	Yes, Ricochet would accept P-Card payments, and there is no additional cost for entities using this payment method.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Ricochet keeps a List Price Schedule for each product line, which reflects all of the descriptions, and part numbers for the main products (coats and pants) along with all of the customization options that have been documented to date. The List Price is used as the basis for our pricing model. All sales to dealers and end users are based on a "discount" from this List Price. The attached List Price Document provides the current, 2024, List Prices. This List Price is updated, when circumstances require adjustment, and the current List Prices for each product line are available on Ricochet's web link below. If a price is changed during the year, it will be reflected on the Price List on this link. We will also send e-mails to our dealer base and customers to make them aware of the pricing change in advance.</p> <p>https://ricochet-gear.com/page/Cooperative-Program-2024</p> <p>The List Price sheet is not an easy way to determine the cost for a fully customized product for a customer or dealer.</p> <p>We use detailed order forms (one order form is attached for the "Prime Package") that use the List Prices, the customers discount and all of the specific selections the customer requests to design the exact specification for their department. The attached order form provides the pricing for the Dealer, the Customer and also the Sourcewell Contract/Customer. They are all tied together, so information is only added to the "Dealer Pricing" tab of the spread sheet. Once this information is populated in the Dealer Pricing tab, the Customer and Sourcewell Contract pricing is automatically populated. s. to build actual specification that are Customers and Dealers can also see the Sourcewell pricing in Ricochet's order forms. There are some high level notes in each of the tabs of the attached order form that provide some instructions for how this document is used and the information that it provides.</p> <p>There are separate List Price sheets for Structural fire products, EMS and Technical Rescue products, Cleaning and Inspection Services and Purchased Products which include Bullard Helmets and Rocky Boots. The Purchased Products price list is the only price list that does not have a "List Price". It has an MSRP price form the manufacturer. We have provided the Sourcewell contract price on this price list, as it is the only Ricochet price list (products) that doesn't use the 40% discount from List Price model to determine pricing under the contract.</p>

61	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Ricochet provides all Sourcewell members a minimum of 40% off List Price for all products and services within the scope of this contract, except for the Bullard Helmets and the Rocky Boots, which have specific Sourcewell pricing identified in the attached Price List as well as in the Sourcewell contract information page linked below. Ricochet purchases the Bullard helmets and Rocky boots for re-distribution to customers under the Sourcewell contract as well as to certain of our dealers. The link (landing page) below also has information about the specific Bullard Helmets and Rocky Boots that are available under this contract. These manufacturers have many products and options that are too numerous to add to our List Price sheet, but if a customer would like something from one of these manufacturers which is not on our Price List, Ricochet will provide a price quote for that specific item, reflecting a consistent discount from the MSRP identified by the manufacturer. Here is the Link to the Sourcewell Contract Landing Page: https://ricochet-gear.com/page/Cooperative-Program-2024
62	Describe any quantity or volume discounts or rebate programs that you offer.	Ricochet works with customers and dealers to provide competitive pricing for larger orders (100 garments or 50 sets) and will provide 2-5% discounts based on the dollar value and the delivery schedule for the order. Ricochet also provides up to 5% for long-term purchase agreements, in excess of 18 months, for a particular product or group of products.
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.	Ricochet provides quotes, an "RFQ", to price "non-standard items". Ricochet manufactures a wide range of custom products to meet the needs of our first responder customer base. Given the customer nature of our products, we do not have everything priced in our List Price sheets. When a new feature or requirement is requested by a customer, we develop pricing for this new requirement, using a similar product in the options in our price list - adjusted for any additional material, labor or purchased components needed and then we adjust all of these new cost with for our standard mark-up/margin. This new price is then reflected in the RFQ and is saved in the customers file. If this new RFQ item becomes a popular/recurring item, Ricochet will add the item to the List Price sheet as a standard option.
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.	Ricochet does not have any additional charges or cost associated with the delivery of the products offered under this proposal.
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All orders include flat rate shipping anywhere within the United States and Canada, but any "RUSH" or overnight shipping charges, shipping charges for cleaning and repair services and for any small orders, under \$200, will be billed to the customer. The cost charged to the customer is based on the UPS zone and weight billing rates.
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The shipping costs discussed above apply to all North American shipments, including Hawaii and Alaska. Any other offshore shipments would be charged to the customer at the rate billed by the carrier and include any duty or other charges associated with the shipment.
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	NONE

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.	The pricing offered here is consistent with the pricing we provide to all cooperative organizations and state purchasing departments, in order to keep the price consistent to all end users, and to avoid conflicts between entities that can use multiple contracts. All Ricochet Dealers and Distributors, and Ricochet, on a direct basis, can provide a more competitive price to a customer based on volume or other circumstances, but we would like to keep the playing field level at the start.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Ricochet currently tracks sales for both the New Jersey and New York State Contracts and reports revenue volume on a quarterly basis. We use Ricochet specific order forms, which have separate tabs reflecting the pricing for each contract, and purchase orders from dealers and direct customers to identify transactions that are intended and qualify for pricing under these contracts. We would employ the same process to track customers using the Sourcewell contract as well. When a customer places an order with one of our dealers or directly with Ricochet, the order form and quote will identify the fact that the customer is requesting pricing under the Sourcewell Contract. The Customer will then be instructed to identify this pricing option on the purchase order being submitted for the specific order. Ricochet's customer service team reviews each and every order, and if there is an inconsistency between the order form and the purchase order, it will be rectified and corrected to assure the proper specification and pricing is agreed upon by all parties. Upon completion of the order, the product is shipped, and an invoice is electronically sent to the customer. This invoice indicates that the order was priced using the Sourcewell Contract, giving Ricochet an easy way to track and account for the revenue earned from sales under this contract. A copy of a Ricochet order form, identifying Sourcewell pricing, has been attached.
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.	As one example, Ricochet tracks sales by dealer and by salesperson on a weekly, monthly and quarterly basis. Ricochet will add information regarding revenue, by dealer and by salesperson, generated from the Sourcewell contract, on a monthly basis to understand the trends and growth in this source of revenue.
71	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	If award a Sourcewell Contract, Ricochet will pay Sourcewell an administrative fee of 1% revenue generated from this contract for facilitating, managing, and promoting the Sourcewell 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.	Ricochet provides both standard and customized garment solutions for first responders. Solutions are designed to meet the individual specifications and "risk assessment" developed by each agency. The agencies range from fire departments, to rescue squads, to ambulance companies, and/or any combination of the above. Many factors, such as location (urban - rural, Honolulu or Minneapolis), and the tactics employed by the departments, are considered as they develop this specification. Ricochet has the broadest range of PPE to cover these specifications, whether they are entering a burning building using structural garments (NFPA 1971 Certified), performing rescue operations from a vehicle accident or building collapse using technical rescue garments (Dual Certified to NFPA 1951 & NFPA 1999), or responding to a medical emergency at the home of a patient wearing a blood borne pathogen protective garment (certified to NFPA 1999). Ricochet will also provide access to services relating to NFPA 1851 compliance including inspection, cleaning, repair, tracing, and training. Ricochet provides some of these services directly, and some are contracted with other certified ISP's based on the location, the urgency, and the nature of the services required. Ricochet has an expansive network covering the continental US, HI, and AK. We have not provided these services in Canada historically, but our network providers, with locations on or near the border, have provided service to Canadian customers, and will continue to do so. Additionally, Ricochet has access (through our extensive network of dealers and suppliers) to various accessories needed by these first responders including hoods, gloves, helmets and boots. Ricochet has a specific selection of these accessories, which will be included in this contract, and our partner base has access to many other options to assure that the customer has options to meet their needs.
73	Describe available options for customization of the products and/or equipment offered in your proposal.	Ricochet does offer some standard products and fabric combinations for some customers in order to simplify the ordering process while maximizing value and performance, however, 100% of Ricochet's orders are fully customized, which includes individual sizing and lettering, requiring every Ricochet garment to be built-to-order.
74	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	Ricochet recommends the use of sizing gear and we have trained all team members, including those of our dealers and distributors, to accurately perform sizing for our entire product line. All sizing will be conducted by an authorized Ricochet representative.
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Here are the Sub Categories that best Describe Ricochet's offering under this Contract/RFP: 76. Protective Clothing, 81. Cleaning and decontamination service and maintenance, 77. Helmets, 78. Other related equipment and accessories. We also have access, through our cleaning and Service provider network to these other items: 80. Extractors, laundry machines, mechanical dryers, drying and storing racks, 82. Firefighting PPE cleaning supplies, 83. Cleaning equipment for other firefighting equipment and tools

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	Ricochet has more than 25 years of experience producing sophisticated, high-tech gear for the rigorous and specialized needs of the military, industrial chemical workers and emergency first responders. PPE is Ricochet primary focus. We have the broadest offering of PPE for first responders ranging from light weight garments worn by ambulance drivers (providing blood borne pathogen protection under NFPA 1999) to the heavy structural garments worn to battle an interior structure fire (certified to NFPA 1971).
77	Helmets and related accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	Ricochet has access (through our extensive network of dealers and suppliers) to various accessories including Bullard helmets. Ricochet has a specific selection of Bullard helmets and helmet accessories, which will be included in this contract, but our dealer base has access to many other options to assure the end customer has options to meet their needs.
78	Other related equipment and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	Ricochet has access (through our extensive network of dealers and suppliers) to various accessories needed by these first responders including hoods, gloves, helmets and Rocky boots. Ricochet has a specific selection of these accessories, which will be included in this contract, but our dealer base has access to many other options to assure the end customer has options to meet their needs.
79	Firefighting apparel and station-wear	<input type="radio"/> Yes <input checked="" type="radio"/> No	Ricochet does not manufacture or supply station-wear or other non-certified apparel. Our Dealers may have access to these products and we would be happy to provide introductions to other companies that can supply these products if requested.
80	Extractors, laundry machines, mechanical dryers, drying and storing racks	<input type="radio"/> Yes <input checked="" type="radio"/> No	Ricochet has access to Extractors and other Cleaning Equipment, but this is not a primary focus for Ricochet at this time. We can direct customers to several options if requested.
81	Cleaning and decontamination service and maintenance	<input checked="" type="radio"/> Yes <input type="radio"/> No	Ricochet provides services relating to NFPA 1851 compliance, including inspection, cleaning, repair, tracing and training. Ricochet provides some of these services directly, and some are contracted with other certified ISPs, based on the location, the urgency and the nature of the services required. We have a network to cover the continental US, including HI and AK.
82	Firefighting PPE cleaning supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Ricochet has access to Cleaning Supplies and although not a primary focus for Ricochet, we can provide customers with a few options.
83	Cleaning equipment for other firefighting equipment and tools	<input type="radio"/> Yes <input checked="" type="radio"/> No	Ricochet has access to firefighting related Accessory and Tool Cleaning Equipment, but this is not a primary focus for Ricochet at this time. We can direct customers to several options if requested.
84	Services Related to the equipment described above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Ricochet provides many services, directly or through our dealer network, including warranty repairs, cleaning, alterations & repair, NFPA 1851 training, and development of PPE specifications. Ricochet's senior management is also very involved in the Fire and Emergency Manufacturers and Services Association ("FEMSA") and provides connections to other products and services through the relationships created there.

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](#) - 2024-Sourcewell-CONTRACT_Combined-Pricing-Docs_FINAL.pdf - Thursday January 04, 2024 09:44:10
- Financial Strength and Stability (optional)
- [Marketing Plan/Samples](#) - Marketing Example.docx - Wednesday January 03, 2024 18:18:18
- [WMBE/MBE/SBE or Related Certificates](#) - PFAS Statement -FINAL - 11-21-23.docx - Wednesday January 03, 2024 18:04:23
- [Warranty Information](#) - Ricochet Structural Fire Warranty - 2020.doc - Wednesday January 03, 2024 09:49:21
- [Standard Transaction Document Samples](#) - Terms & Conditions - Website 2023.docx - Wednesday January 03, 2024 09:48:22
- Requested Exceptions (optional)
- [Upload Additional Document](#) - RICOCHET 2024_New Prime Order Form - Final.xlsx - Wednesday January 03, 2024 17:38:52

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. - PETER ASKEY, President, Ricochet Manufacturing Company

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

Yes No

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

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

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

**AMENDMENT #1
TO
CONTRACT # 010424-RIC**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Ricochet Manufacturing Company LLC**. (Supplier).

Sourcewell awarded a contract to the Supplier to provide Firefighting Personal Protective Equipment with Related Equipment Cleaning to Sourcewell and its Participating Entities, effective Mach 26, 2024, through March 27, 2028 (Contract).

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

1. Section 18. Insurance–Subsection A. Requirements– Item 3. Commercial Automobile Liability Insurance of the Contract is modified to read:
Minimum Limits: \$500,000 for each accident, a combined single accident
2. Section 18. Insurance–Subsection A. Requirements– Item 5. Professional/ Technical, Errors and Omissions, and/or Miscellaneous Professional Liability of the Contract is deleted in its entirety.
3. Section 18. Insurance–Subsection A. Requirements– Item 6. Network Security and Private Liability Insurance of the Contract is modified to read:
Minimum limits: \$1,000,000 per occurrence and \$1,000,000 annual aggregate.

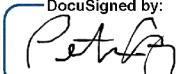
Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

By:  _____
DocuSigned by:
C0FD2A139D06489...
 Jeremy Schwartz, Director of Operations/CPO

Date: 4/9/2024 | 10:42 AM CDT

Ricochet Manufacturing Company LLC

By:  _____
DocuSigned by:
205389C983074E7...
 Peter M. Askey, President

Date: 4/9/2024 | 8:34 AM PDT