



MASTER AGREEMENT #092525

CATEGORY: Boats and Watercraft Solutions with Related Equipment and Services

SUPPLIER: SAFE Boats International, LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and SAFE Boats International, LLC, 8800 SW Barney White Road, Bremerton, WA 98312 (Supplier).

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

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

**Article 1:
General Terms**

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

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

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 28, 2030, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #092525 to Participating Entities. In Scope solutions include:
 1. Sourcewell is seeking proposals for Boats and Watercraft Solutions with Related Equipment and Services, such as:
 - a. Rescue Boats;
 - b. Response/Patrol Boats;
 - c. Fireboats;
 - d. Research and Environmental Boats;
 - e. Work and Utility Boats;
 - f. Transportation and Public Service Boats; and,
 - g. Complementary solutions directly related to the offering of 1. a. - f. above, including but not limited to: personal watercraft; purpose-built watercraft trailers and associated hardware, and related equipment, electronics, accessories, parts, and services.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

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

13) **Supplier Representations:**

- a) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- b) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- c) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

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

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

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Sourcewell and Supplier agree that Supplier will pay a .5% (one-half percent) Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement, and this supersedes the administrative fee proposed in Line Item 70 of the attached response. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

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

or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

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

19) **Grant of License.**

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

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

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

c) **Use; Quality Control.**

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to

the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

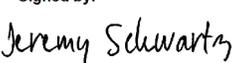
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

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

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

Sourcewell

SAFE Boats International, LLC

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 2/2/2026 | 2:43 PM CST

Signed by:

D5DDD63D6829464...
By: _____
Rob Goley
Title: Chief Revenue & Customer Officer
Date: 2/4/2026 | 4:49 PM CST

RFP 092525 - Boats and Watercraft Solutions with Related Equipment and Services

Vendor Details

Company Name: SAFE Boats International, LLC
Address: 8800 SW Barney White Rd
Bremerton, WA 98312
Contact: Cole Christensen
Email: bids@safeboats.com
Phone: 360-674-7161
Fax: 360-674-7149
HST#: 91-1737896

Submission Details

Created On: Thursday August 14, 2025 11:08:48
Submitted On: Thursday September 25, 2025 12:39:39
Submitted By: Cole Christensen
Email: bids@safeboats.com
Transaction #: b206ec7a-3fac-4b8e-9472-848d48ba7e92
Submitter's IP Address: 147.243.242.151

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

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

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

| Line Item | Question | Response * |
|-----------|---|---|
| 1 | Provide the legal name of the Proposer authorized to submit this Proposal. | SAFE Boats International, LLC (SBI) |
| 2 | In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N. | Y |
| 3 | Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell). | SBI does not have any subsidiaries, D.B.A., authorized affiliates, or any other entities that will be responsible for offering and performing delivery of Solutions within this Proposal. |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | CAGE Code: 1RSZ1 Unique Entity Identifier: NG5DSM9C8EE7 |
| 5 | Provide your NAICS code applicable to Solutions proposed. | NAICS (boat building): 336612 |
| 6 | Proposer Physical Address: | 8800 SW Barney White Road Bremerton, WA 98312 |
| 7 | Proposer website address (or addresses): | https://safeboats.com/ |
| 8 | Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer): | Richard Schwarz, Chief Executive Officer 8800 SW Barney White Rd Bremerton, WA 98312 Rschwarz@safeboats.com (360) 674-7161 X1202 |
| 9 | Proposer’s primary contact for this proposal (name, title, address, email address & phone): | Troy Knivila-Ritchie, Marketing & Sales Specialist 8800 SW Barney White Road Bremerton, WA 98312 Tknivila-ritchie@safeboats.com (360) 674-7161 x1017 |
| 10 | Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone): | Rob Goley, Director, Business Development & Strategy 8800 SW Barney White Road Bremerton, WA 98312 rgoley@safeboats.com (360) 674-7161 x1246 Scott Clanton, Director of Business Development – East Coast & Caribbean 8800 SW Barney White Road Bremerton, WA 98312 sclanton@safeboats.com (360) 674-7161 x1037 Cole Christensen, Business Development – US West 8800 SW Barney White Road Bremerton, WA 98312 cchristensen@safeboats.com (360) 633-0368 Amanda Hanson, Inside Sales Specialist 8800 SW Barney White Road Bremerton, WA 98312 ahanson@safeboats.com (360) 815-0577 |

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

| Line Item | Question | Response * |
|-----------|---|--|
| 11 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions. | <p>SBI was founded in 1996 with one bold idea: build the safest, most durable boats in the world for those who protect and serve on the water. The name SAFE – short for Secure Around Floatation Equipped – came from the company's patented floatation collar system, a breakthrough that provided stability, shock absorption, and true unsinkability.</p> <p>Within the first years SBI caught the attention of law enforcement and fire/rescue agencies across the Pacific Northwest. By 1997, local police and fire departments were putting SBI platforms to the test. The rugged aluminum hulls paired with the patented collar floatation system was a clear differentiator setting the company apart from fiberglass competitors.</p> <p>The company gained national recognition in the wake of September 11, 2001, when America's need for homeland security and port protection surged. SBI was ready. And in 2002, SBI secured its first major U.S. Coast Guard contract to supply the Response Boat – Small (RB-S) fleet, cementing the company's role as a trusted partner in national security. Thousands of SBI vessels were deployed across U.S. waterways, ensuring the safety of ports, boarders, and critical infrastructure.</p> <p>As word spread, SBI expanded internationally. By 2006, militaries and maritime agencies worldwide began procuring SBI boats for high-speed interdiction, border patrol and special operations. This era established SBI as not just an American leader but a global force in professional grade aluminum boats.</p> <p>Today, with over 2800 boats delivered or on order, SBI is the world's premier builder of custom military, law enforcement and commercial vessels. Every boat is custom built to meet the unique mission of its operator. The company is 100% employee-owned, reinforcing the pride and craftsmanship behind every vessel that leaves the factory floor. Made in America, every SBI boat is built in Washington State by skilled employee owners.</p> <p>SBI is trusted worldwide and is mission-driven. Whether it's a high-speed chase, a lifesaving rescue or defending freedom aboard, SBI boats are built for the professionals who demand the very best. With a legacy of innovation, American craftsmanship, and proven reliability, SBI remains the gold standard for professional mariners worldwide.</p> |
| 12 | What are your company's expectations in the event of an award? | <p>In the event of an award, SBI's expectation is to serve as a trusted, long-term partner to Sourcewell and its members. SBI anticipates building strong relationships with participating agencies by delivering mission-ready vessels tailored to their specific needs, while ensuring seamless procurement, clear communication, and reliable after-sale support.</p> <p>SBI's team expects to uphold the highest standards of performance, transparency, and accountability throughout the contract term. SBI views this opportunity as a shared commitment to public safety—providing law enforcement, fire/rescue, and municipal agencies with American-made, employee-owned solutions they can depend on.</p> <p>SBI's goal is not only to meet contractual obligations but to exceed expectations by offering responsive service, innovative craftsmanship, and a collaborative approach that enhances the overall value of the Sourcewell program for every member agency.</p> |
| 13 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION. | <p>Columbia Bank has provided SBI with a letter demonstrating the company's financial strength and stability. Refer to attachment Q13_Columbia Bank Reference Letter.</p> |

| | | |
|----|--|---|
| 14 | What is your US market share for the Solutions that you are proposing? | <p>While no single source provides a comprehensive market analysis for the commercial and mission-specific boat building industry—and many state, local, and federal agencies are not required to publicly report their procurements—SBI monitors the market using the best available data.</p> <p>Based on analysis of NAICS Code 336612 (Boat Building) and reporting through platforms such as GovSpend.com, SBI is estimated to hold roughly 10–15% of the U.S. market share for mission-ready patrol, rescue, and security vessels on a rolling 60-month evaluation.</p> <p>This figure should be viewed as an informed estimate rather than a definitive calculation, as the fragmented nature of reporting and the inclusion of both recreational and commercial segments within NAICS codes make precise measurement challenging. Nonetheless, SBI's nearly 3,000 vessels delivered nationwide, combined with its longstanding presence in federal, state, and municipal fleets, position the company as one of the most trusted and established providers in the U.S. market. Refer to attachment Q14_SalesHeatMap.</p> |
| 15 | What is your Canadian market share for the Solutions that you are proposing? | <p>SBI's current market share in Canada is limited. Over the past five years, the company has delivered one vessel into the Canadian market. This is largely due to strong domestic competition, regulatory requirements favoring Canadian-built solutions, and past uncertainties related to tariffs that have made entry into the market more challenging.</p> <p>That said, SBI remains confident in its ability to compete on quality, performance, and service should new opportunities open. If Sourcewell's cooperative purchasing model extends to Canadian agencies, SBI would welcome the opportunity to bring its proven, American-made aluminum platforms to this market. SBI is fully capable of producing customized vessels that meet Canadian agency requirements, and would embrace the chance to grow its presence through Sourcewell's trusted procurement framework.</p> |
| 16 | Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation. | <p>SBI does not have any current or completed bankruptcy proceedings within the past seven years.</p> |
| 17 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | <p>SBI is a manufacturer of high-performance, customizable boats designed for a variety of professional applications. The company's sales and service operations are fully managed in-house, ensuring direct communication and seamless support throughout the entire process.</p> <p>Sales Force: The sales force at SBI consists of internal employees who are highly knowledgeable about the company's products and their capabilities, as well as the specific needs of customers. These professionals handle all customer inquiries, provide guidance on product selection, and oversee the purchasing process from start to finish. The team ensures that customers receive personalized service and expertise at every step.</p> <p>Service Force: The service force at SBI is also composed of internal employees, including highly trained technicians who specialize in the maintenance and support of the company's boats. These employees are directly employed by SBI and are skilled in both routine maintenance and specialized repairs. The company provides ongoing training for its team to ensure they remain up-to-date on the latest technologies and service protocols for its products.</p> <p>Conclusion: In summary, all sales and service operations at SBI are handled directly by its internal, dedicated employees. This structure allows the company to provide a high level of continuity, expertise, and customer support, ensuring that customers receive the best possible service throughout their entire experience with SBI products. SBI is a certificated ISO 9001:2015 Quality Management System organization. This is not a required accreditation but does speak to the company's commitment to management excellence. Additionally, SBI is a designated small business, as quantified by case SBA 06-2023-022.</p> <p>As a company, SBI is a member of American Boat and Yacht Council (ABYC) and maintains a high level of weld quality standards in addition to AWS D1.2/S1.2M structural welding codes. SBI can achieve any necessary certification to meet the requirements of its customers.</p> |

| 18 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | SBI is a certificated ISO 9001:2015 Quality Management System organization. This is not a required accreditation but does speak to the company's commitment to management excellence. Additionally, SBI is a designated small business, as quantified by case SBA 06-2023-022. As a company, SBI is a member of American Boat and Yacht Council (ABYC) and maintains a high level of weld quality standards in addition to AWS D1.2/S1.2M structural welding codes. SBI can achieve any necessary certification to meet the requirements of its customers. | * | | | | | | | | | | |
|-------------|--|--|------|------------------|------|--------------|------|---------------|------|---------------|-------------|--------------|---|
| 19 | Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation. | SBI does not have any current and/or past debarments or suspensions within the past seven years. | * | | | | | | | | | | |
| 20 | Describe any relevant industry awards or recognition that your company has received in the past five years. | Over the past five years, SBI has earned distinguished recognition that underscores its unwavering dedication to manufacturing excellence, quality assurance, and community-focused innovation: AWB "Manufacturer of the Year" (2022) — Honored by the Association of Washington Business for resilience during extraordinary challenges, SBI's achievement of ISO 9001:2015 certification, and revitalization of its Tacoma production facility. This award reflects SBI's leadership across business operations, quality, and regional impact. ISO 9001:2015 Quality Management Certification (2022) — Achieved for SBI's Bremerton manufacturing and support operations, this globally recognized certification validates the company's commitment to rigorous processes, continual improvement, and delivering highly reliable vessels. U.S. Maritime Administration (MARAD) Grant Award – 2022 SBI secured a MARAD grant of approximately \$716,983 (August 2022) to support the reopening and retooling of its Tacoma large-craft facility—investing in equipment and adding around 50 maritime workers—further reflecting investment in capacity-building and regional economic impact. Washington Manufacturing Awards (2019) - Awarded by Seattle Business Magazine, SBI was awarded gold in the Manufacturing Company of the Year category, for outstanding products and innovative processes. This prestigious award honors SBI's impact as a premier Pacific Northwest manufacturer with advanced capabilities in aluminum boatbuilding. These awards reflect SBI's reputation as a trusted, innovative partner for agencies that depend on reliable, American-made vessels to fulfill their missions. | * | | | | | | | | | | |
| 21 | What percentage of your sales are to the governmental sector in the past three years? | As a government-focused manufacturing company, nearly 100% of all sales are to the governmental sector. | * | | | | | | | | | | |
| 22 | What percentage of your sales are to the education sector in the past three years? | SBI does sell to the education sector, primarily higher education (colleges/universities) purchasing vessels for academic research. | * | | | | | | | | | | |
| 23 | List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years? | Other than a GSA contract, SBI does not hold any other cooperative purchasing agreements. | * | | | | | | | | | | |
| 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? | SBI's GSA contract number is 47QSWA18D005J. <table border="1"> <thead> <tr> <th>Year</th> <th>GSA Sales Amount</th> </tr> </thead> <tbody> <tr> <td>2022</td> <td>6,034,890.63</td> </tr> <tr> <td>2023</td> <td>12,302,230.83</td> </tr> <tr> <td>2024</td> <td>12,224,236.00</td> </tr> <tr> <td>2025(Q1-Q2)</td> <td>6,718,649.00</td> </tr> </tbody> </table> | Year | GSA Sales Amount | 2022 | 6,034,890.63 | 2023 | 12,302,230.83 | 2024 | 12,224,236.00 | 2025(Q1-Q2) | 6,718,649.00 | * |
| Year | GSA Sales Amount | | | | | | | | | | | | |
| 2022 | 6,034,890.63 | | | | | | | | | | | | |
| 2023 | 12,302,230.83 | | | | | | | | | | | | |
| 2024 | 12,224,236.00 | | | | | | | | | | | | |
| 2025(Q1-Q2) | 6,718,649.00 | | | | | | | | | | | | |

Table 2B: 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 * | |
|-------------------------|------------------------|----------------|---|
| New York State Police | Trooper Fabio D. Daino | (631) 284-2216 | * |
| FWC Division of LE | Daryl Matthews | (850) 717-2122 | * |
| Leelanau County Sheriff | Cmdr. Wayne Edington | (231) 256-8650 | * |
| Cleveland Police Dept | Cmdr. Robert Simon | (216) 623-4340 | |

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

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

| Line Item | Question | Response * |
|-----------|---|--|
| 26 | Sales force. | <p>SBI’s Business Development and Sales Force is a dynamic group of maritime experts and seasoned sales professionals, each playing a critical role in serving both domestic and international markets. Supporting them is a dedicated in-house team of Sales Engineering, Project Management, and Finance representatives who provide the resources and coordination needed to streamline sales operations and drive consistent revenue growth. Below are the listed Business Development roles:</p> <ul style="list-style-type: none"> • Director of Business Development & Strategy • Business Development, Gulf Coast, East Coast, & Caribbean • Business Development, West Coast, Great Lakes, & Canada • Business Development, U.S. Federal • Business Development, Europe & Middle East • Business Development, South America & Asia • Business Development, U.S. & FMS Programs • Brand & Marketing Manager • Marketing & Sales Specialist • Inside Sales Specialist • Sales Engineer |
| 27 | Describe the network of Authorized Sellers who will deliver solutions, including dealers, distributors, resellers, and other distribution methods. | <p>SBI sells factory-direct to domestic customers. In certain cases, SBI may act as a subcontractor to a prime contractor, with those opportunities evaluated on a case-by-case basis. For international customers, some work with in-country agents who represent SBI; however, the assigned Business Development representative remains closely involved in all aspects of the opportunity.</p> |
| 28 | Service force. | <p>SBI’s industry-leading Service Force manages all post-delivery activities, including warranty response, training, parts sales, and service requests. The team is led by a Director of Customer Support, and includes a service/warranty manager, training specialists, and field service technicians. The Customer Support team is based at SBI’s headquarters with the ability to be dispatched worldwide.</p> |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | <p>SBI only sells factory direct to customers. The sales process begins with direct engagement between the customer and salesperson.</p> <p>SBI follows a detailed sales process outlined by the ISO 9001:2015 Quality Management System. Per our ISO 8.2 “Order Acceptance Process”:</p> <ol style="list-style-type: none"> 1. Customers contact the Sales team with a potential order for a single boat or small number of boats based on an existing SBI platform. Based on customer requirements, the Sales team identifies the best platform to meet the customer’s needs. 2. The assigned Sales Manager develops a quote based on the customer requirements. A team of internal stakeholders, including a Sales Engineer, Business Development, and the CEO review the technical, business, and cost details of the quote prior to delivery to the customer. 3. The Director, Business Development & Strategy provides authorization to the salesperson via email that the internal review is complete and that the quote is ready for delivery to the customer. 4. The customer reviews the quote and, if necessary, provides feedback to refine the quote to ensure that all customer requirements are properly identified. Significant changes are revision-controlled with new revisions of the quote issued and re-issued as needed. When quotes are revised, they are re-authorized via the Internal Review process. 5. Once the quote is finalized and both parties agree to its contents, the customer issues a contract or purchase order for SBI to review and sign. The Business Development team reviews the contract/PO to confirm that all customer and internal requirements from the quote are properly transferred to the contract. Contracts and purchase orders are signed, with signatory authority being determined by the Delegation of Authority policy. Signed contracts/POs are retained as records. |

| | | |
|-----------|--|---|
| <p>30</p> | <p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p> | <p>SBI delivers a structured, responsive customer service program designed to support clients at every stage. The program emphasizes prompt communication, clear escalation paths, and a strong focus on accountability and performance.</p> <p>Service Channels and Process</p> <p>SBI provides support through multiple channels:</p> <p>Phone & Email Support: Available during business hours (7:00 AM – 4:00 PM Pacific).</p> <p>Online Support Portal: 24/7 access to our web support portal allows customers to submit requests at any time. The ticket queue is reviewed daily, and requests are addressed in priority order. All customer interactions are tracked in a centralized CRM system. Issues are triaged into Warranty and Service/Parts:</p> <p>Warranty: Warranty tickets take priority. Response is within one business day.</p> <p>Service/Parts: Initial response is within two business days.</p> <p>Customer feedback is regularly gathered and used to inform improvements.</p> <p>Performance and Accountability</p> <p>To ensure service excellence, SBI implements KPI Performance reviews: KPIs such as response time, resolution rates, and customer satisfaction are reviewed by SBI's Management and Leadership Team monthly. In addition, SBI performs a customer satisfaction survey focused on Service and After-Sales Customer Support every two years. These results are used to improve the customer experience.</p> <p>Conclusion</p> <p>SBI's customer service program is built on responsiveness, structure, and continuous improvement—ensuring Sourcewell members receive reliable, high-quality support at every interaction.</p> |
| <p>31</p> | <p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities.</p> | <p>SBI is fully committed to providing its high-performance, customizable boats and related services to Sourcewell participating entities. The company has extensive experience working with a diverse range of government, municipal, and professional organizations, making it uniquely positioned to meet the needs of Sourcewell members.</p> <p>Ability:</p> <p>SBI has the manufacturing capacity, technical expertise, and operational infrastructure necessary to deliver high-quality boats and services to a wide range of customers. The company operates a state-of-the-art facility, staffed by skilled professionals who are capable of handling both large-scale orders and highly specialized, custom-built boats. Additionally, SBI's in-house sales and service teams ensure that Sourcewell participating entities will receive timely and expert guidance, from initial inquiries through to after-sales support.</p> <p>Willingness:</p> <p>SBI is not only able, but eager to collaborate with Sourcewell participating entities. The company values its relationships with public sector organizations and is committed to offering competitive pricing, flexible terms, and tailored solutions that meet the specific needs of these entities. SBI is dedicated to providing outstanding customer service and ensuring that all Sourcewell members receive the highest level of satisfaction and support throughout the life of their boats.</p> <p>Conclusion:</p> <p>In summary, SAFE Boats International has both the ability and the willingness to supply its products and services to Sourcewell participating entities. With a proven track record, strong infrastructure, and dedicated team, SBI is well-equipped to meet the needs of Sourcewell members and deliver exceptional value through its high-quality boats and services.</p> |

| | | | |
|----|--|--|---|
| 32 | Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada. | <p>SBI has worked with Canadian agencies in the past.</p> <p>Ability: SBI has experience working with Canadian agencies and is familiar with the unique requirements of the Canadian market. The company is well-versed in Transport Canada certification and have both the internal capabilities and external partnerships necessary to build, test, and certify vessels to meet these specific standards.</p> <p>Willingness: SBI has seen growing interest from Canadian agencies seeking high-performing, high-quality boats like those it manufactures. However, the company has encountered challenges when competing with in-country boat builders, who are often given preference during the bid evaluation process. Additionally, recent tariff fluctuations have created uncertainty in accurately pricing contracts, as tariff rates can change between the time of bid submission and the time of export. SBI believes that Sourcwell will serve as a powerful procurement tool for Canadian agencies, allowing the company to provide streamlined purchasing options, deliver the boats they need, and confidently price shipping and export fees based on current market conditions.</p> | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement. | SBI does not intend to deny service to any Sourcwell participating entities in the United States or Canada. | * |
| 34 | Identify any account type of Participating Entity which will not have full access to your solutions if awarded an agreement, and the reasoning for this. | SBI does not intend to deny service to any Sourcwell participating entities. However, there may be instances where a product is controlled by the U.S. Government and not available to all entities. | * |
| 35 | Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | Sourcwell participating entities in Hawaii, Alaska, and US Territories are eligible for all proposed products. However, there will be additional fees incurred for specialized shipping due to the size (weight and dimensions) of the products being sold. As with all products to all participating entities, SBI will quote shipping for every quotation. | * |
| 36 | Will Proposer extend terms of any awarded master agreement to nonprofit entities? | Yes, SBI intends to extend terms of any awarded master agreement to nonprofit entities, provided they are eligible to legally procure the offered products. | * |

Table 4: Marketing Plan (100 Points)

| Line Item | Question | Response * | |
|-----------|---|--|---|
| 37 | Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>SBI employs a multi-channel marketing strategy designed to reach and engage the public safety, defense, and commercial maritime sectors. While word-of-mouth and reputation have historically fueled much of the company's success, it is expanding its marketing investments to align with the company's 30th anniversary and the launch of a new, custom-built website in 2026.</p> <p>In the event of an award, SBI will actively promote the Sourcwell contract as a key procurement pathway for its customers.</p> <p>SBI's strategy includes:</p> <p>Website Integration – A dedicated section on the new website highlighting Sourcwell purchasing options, mirroring how SBI currently promotes GSA and other cooperative agreements.</p> <p>Digital Outreach – Regular promotion of the Sourcwell partnership across SBI's social media channels (LinkedIn, Instagram, and Facebook), where it spotlights mission success stories and procurement resources.</p> <p>Print Collateral – Inclusion of Sourcwell contract information in company brochures, sales sheets, and trade show materials to ensure visibility at industry events and customer meetings.</p> <p>Direct Engagement – SBI's sales and business development teams will incorporate Sourcwell into agency presentations, proposals, and customer briefings to streamline the procurement conversation.</p> <p>Through these channels, SBI will not only increase awareness of the Sourcwell contract but also reinforce the value it delivers—providing agencies with a trusted, simplified path to acquiring mission-ready boats built in the United States by an employee-owned company.</p> | * |

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| 38 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | <p>SBI leverages technology and digital data to ensure that its marketing is targeted, measurable, and effective. Its approach is built around a customer-centric model that aligns messaging with the specific needs of public safety, defense, and commercial maritime agencies.</p> <p>Through SBI's integrated CRM platform, it tracks customer interactions and utilizes segmentation tools to deliver tailored communications. This enables the company to run targeted email campaigns and drip sequences, ensuring that agencies receive information relevant to their mission—whether law enforcement, fire/rescue, or federal security operations. These campaigns incorporate metadata and engagement analytics, allowing SBI to continuously refine outreach for maximum impact.</p> <p>On the digital front, SBI uses social media platforms such as LinkedIn, Instagram, and Facebook to share mission success stories, highlight procurement pathways, and amplify key initiatives like cooperative purchasing agreements. It monitors performance metrics (reach, engagement, and click-through rates) to assess ROI and optimize campaigns.</p> <p>SBI also employs content marketing strategies, including video storytelling and thought leadership articles, to connect with skilled labor recruits and decision-makers alike. This dual approach reinforces brand visibility while building trust with end users.</p> <p>By integrating CRM-driven insights, social media engagement, and data-backed optimization, SBI ensures that its marketing efforts not only build awareness but also convert into meaningful opportunities—helping agencies quickly understand how to access its solutions through vehicles such as Sourcewell.</p> | * |
| 39 | In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process? | <p>In SBI's view, Sourcewell plays a vital role in promoting agreements arising from this RFP. SBI views this as a true partnership—where Sourcewell promotes SBI as a trusted solution provider, and in turn, SBI actively promotes Sourcewell as a streamlined avenue for vessel procurement. This shared visibility maximizes the value of the cooperative contract for participating agencies.</p> <p>If awarded, SBI will fully integrate Sourcewell into its sales process. This includes:</p> <p>Sales Training: Equipping the sales team to present Sourcewell as a streamlined procurement option during customer engagements.</p> <p>Marketing Integration: Featuring Sourcewell contract details on its website, brochures, and trade show materials, alongside the company's other cooperative purchasing vehicles.</p> <p>Digital Promotion: Incorporating Sourcewell into targeted email campaigns, social media outreach, and CRM workflows to ensure agencies are aware of this option.</p> <p>Customer Guidance: Proactively educating agencies on how to purchase through Sourcewell, making the procurement process faster, simpler, and compliant.</p> <p>This integrated approach ensures that Sourcewell is not only visible in SBI's marketing but becomes a tool in the company's sales process, empowering agencies to acquire SBI boats quickly and efficiently through a trusted cooperative channel.</p> | * |
| 40 | Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | <p>SBI does not currently offer an e-procurement ordering system. This is due to the highly custom and mission-specific nature of its vessels. Each platform is purpose-built and requires close collaboration between the customer and SBI's team of professionals, engineers, and craftsmen.</p> <p>Rather than "off-the-shelf" solutions, SBI delivers tailored designs that align with the unique requirements of each agency, whether for law enforcement, fire/rescue, or defense operations. This consultative approach ensures that every vessel is engineered to meet the highest standards of performance, safety, and mission success.</p> <p>That said, SBI fully supports streamlined procurement pathways. If awarded, it will work closely with Sourcewell and participating agencies to ensure that contract details, ordering procedures, and points of contact are clearly communicated—making the acquisition process as efficient and compliant as possible, while still preserving the engineering expertise and collaboration necessary for mission-ready outcomes.</p> | * |

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

| Line Item | Question | Response * |
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| 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. | SBI maintains dedicated trainers allowing tailored training of basic boat operations, or maintenance, as required. Training packages are separate from the base boat packages; SBI offers these either at its production facility or location of customer within the continental United States. Through SBI's partnership with the National Association of State Boating Law Administrators (NASBLA), advanced skills and specific OEM training can also be offered. | * |
| 42 | Describe any technological advances that your proposed Solutions offer. | SBI is ISO 9001 certified. With its Continuous Improvement (CI) program, SBI conducts reviews to current design and techniques to improve upon the company's proven design. Aside from CI, attributes of SBI vessels include proprietary concave lifting strakes, offering unmatched vessel lift, lateral stability and maneuvering. Performance fins along with a closed cell solid foam collar system that interacts with the running surface providing optimum acceleration and cornering, as well increased stability, ensuring safety of crew and personnel. | * |
| 43 | Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each. | SBI has developed a full line of electric and hybrid-powered vessels ranging from 23' to 45', available in Center Console, Walk Around Cabin, and Full Cabin configurations. To deliver zero- and reduced-emission solutions, the company partners with leading propulsion manufacturers and design vessels specifically for first responders. While this technology is still emerging, demand continues to grow as agencies look to lower operating costs and integrate environmentally responsible solutions into their fleets. There is no certifying agency available to reference at this time. | * |
| 44 | Describe how your proposed solutions comply with U.S. Coast Guard and Safety of Life at Sea (SOLAS) certifications, and all applicable Transport Canada regulations and standards. | SBI vessels have been trusted by the U.S. Coast Guard for more than two decades, consistently meeting their rigorous design and performance requirements. For SBI's broader customer base, all boats are built in compliance with U.S. Coast Guard regulations. SBI also offers a model specifically designed to meet SOLAS certification as a rescue boat. In addition, SBI has successfully delivered a vessel in compliance with Transport Canada regulations. With the resources and expertise in place, SBI is fully capable of ensuring future builds meet Transport Canada standards as needed. | * |
| 45 | Describe warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic regions covered. | <p>SBI's Express Limited Warranty is included as Attachment Q45_SAFE Boats – Express Limited Warranty – US – 10.20.</p> <p>A summary of the standard warranty is:</p> <ul style="list-style-type: none"> Hull – 15 years Fuel Tank – 5 years Superstructure – 2 years Collar System – 3 years Equipment Installation – 1 year <p>In summary, SBI provides a market-leading standard warranty. When a warranty claim is submitted, the Customer Service Team carefully reviews and validates that it meets the terms and conditions of the warranty. If approved, SBI collaborates closely with the customer to determine the most effective resolution. This may involve dispatching a technician to the customer's location, transporting the boat to SBI's headquarters, or coordinating with a local boatyard to complete the necessary work. This commitment applies worldwide, provided the vessel is located in a safe and stable environment.</p> <p>For components that are not manufactured by SBI (e.g. engines, electronics, seats, etc), all warranties will be transferred to the customer at the time of delivery.</p> | * |

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| <p>46</p> | <p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p> | <p>SBI offers a combination of attributes that are unmatched in the industry and directly benefit Sourcewell participating entities.</p> <p>Employee-Owned Commitment – As a 100% employee-owned company, every SBI team member is personally invested in the success of each vessel, ensuring accountability, pride of workmanship, and long-term customer support.</p> <p>Purpose-Built Craftsmanship – SBI's boats are not off-the-shelf. Each platform is engineered to the unique mission requirements of agencies—whether for patrol, rescue, fire response, or defense—ensuring optimal performance, safety, and reliability.</p> <p>Proven Track Record – With nearly 3,000 vessels delivered to U.S. military, federal, state, and local agencies, SBI is one of the most trusted names in the industry, with decades of experience supporting critical missions.</p> <p>Made in America – All vessels are designed and manufactured in Bremerton, Washington, reinforcing quality, compliance, and confidence in supply chain integrity.</p> <p>Mission-Driven Partnership – SBI does more than build boats; it partners with agencies throughout the lifecycle—offering training, technical support, and sustainment services to keep fleets operational and mission-ready.</p> <p>ISO 9001:2015 Certification – SBI's ISO 9001 certification reflects our commitment to consistent quality, customer satisfaction, and continuous improvement. This third-party audited certification ensures SBI's processes meet rigorous international standards, supporting reliable performance and operational efficiency.</p> <p>These qualities make SBI's solutions unique: a combination of innovation, craftsmanship, and customer commitment that ensures Sourcewell participants gain not just a product, but a mission partner they can trust.</p> |
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Table 5B: Value-Added Attributes

| Line Item | Question | Certification | Offered | Comment |
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| 47 | Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply. | | <input checked="" type="radio"/> Yes <input type="radio"/> No | SBI is a Small Business Entity. |
| 48 | | Minority Business Enterprise (MBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | SBI does not hold an MBE certification. |
| 49 | | Women Business Enterprise (WBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | SBI does not hold a WBE certification. |
| 50 | | Disabled-Owned Business Enterprise (DOBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | SBI does not hold a DOBE certification. |
| 51 | | Veteran-Owned Business Enterprise (VBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | SBI does not hold a VBE certification. |
| 52 | | Service-Disabled Veteran-Owned Business (SDVOB) | <input type="radio"/> Yes <input checked="" type="radio"/> No | SBI does not hold a SDVOB certification. |
| 53 | | Small Business Enterprise (SBE) | <input checked="" type="radio"/> Yes <input type="radio"/> No | SBI does hold a SBE certification. Please see Attachment Q53_SBA Area VI Director Letter to SAFE Boats International LLC. |
| 54 | | Small Disadvantaged Business (SDB) | <input type="radio"/> Yes <input checked="" type="radio"/> No | SBI does not hold a SDB certification. |
| 55 | | Women-Owned Small Business (WOSB) | <input type="radio"/> Yes <input checked="" type="radio"/> No | SBI does not hold a WOSB certification. |

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

| Line Item | Question | Response * |
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| 56 | Describe your payment terms and accepted payment methods. | <p>SBI's standard payment terms are 40/30/30 progress payments at Net 30. A 40% deposit invoice is issued upon receipt of the signed contract to place orders for all long lead time materials. A 30% invoice is issued upon completion of welding. The final invoice for the remaining 30% is issued upon acceptance at customer location.</p> <p>SBI understands the unique procurement restrictions placed on government customers. Should the standard payment terms listed above be challenging to execute, SBI often negotiates alternative payment terms that are acceptable to the customer.</p> <p>SBI accepts checks, wires, and ACH as accepted methods of payment. SBI does not accept credit cards or government P Cards for boat purchases.</p> |
| 57 | Describe any leasing or financing options available for use by educational or governmental entities. | SBI does not offer any leasing or financing options for use by educational or governmental entities. |

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| 58 | Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities. | <p>Nearly all boat purchases are processed utilizing the agency's Purchase Order document. These vary widely but are the standard document obligating the funds and committing SBI to the order.</p> <p>Additionally, SBI utilizes a variety of standard documents to process transactions:</p> <p>Quote – All orders have an associated quote. A sample quote template is provided in the upload documents Q58_Sample Sourcwell Quotation.</p> <p>Boat Purchase and Construction Agreement – Should the customer require a detailed contract, SBI utilized a standard agreement. A sample agreement can be found in the upload documents Q58_Sample Boat Purchase and Construction Agreement.</p> | * |
| 59 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process? | SBI does not accept P Cards for boat purchases. | * |
| 60 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | <p>SBI's pricing model is based off its standard commercial pricing (MSRP), minus flat percentage discount on each product included on its Sourcwell contract. Discounts are not applied to "sourced" or "open market" products that may be quoted as part of a sale.</p> <p>Taxes, shipping, production visits, or any other cost that is not included as an offered Sourcwell product is not subject to discounted pricing.</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. | SBI proposes a flat 2% discount off the commercial sell price (MSRP). The discount only applies to products that are listed on the Sourcwell contract and does not extend to "open market" products. | * |
| 62 | Describe any quantity or volume discounts or rebate programs that you offer. | <p>SBI proposes the following volume discounts to all fully configured products (complete boats) on the Sourcwell schedule. Volume discounts do not extend to "open market" products sold on the same contract.</p> <p>3+: 2.25% 5+: 2.5% 10+: 3.0%</p> <p>Volume discounts are applied to the standard commercial price (MSRP) and are not in addition to the flat 2% discount noted in question 61. For example, a customer ordering 3 boats would be eligible for a total 2.25% discount off the commercial price.</p> <p>Discounts are only available for identical orders made on the same purchase order/contract.</p> | * |
| 63 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. | <p>SBI routinely includes "sourced" or "open market" products in other cooperative purchasing agreements, such as GSA. These products will be included in a Sourcwell quotation to a customer, and "sourced" products will be specifically noted as "open market" on the quotation.</p> <p>To be eligible for Sourcwell contract pricing, the base boat product, at a minimum, must be listed on SBI's Sourcwell price list. A "sourced" product cannot consist of a base boat. A base boat is the basic platform that other products are added to in order to achieve the full vessel configuration.</p> | * |
| 64 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Shipping is the only element of the total cost of acquisition that is not included in the pricing submitted within the response. | * |

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| <p>65</p> | <p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p> | <p>Shipping costs are calculated based on the size of the boat and the mileage from SBI's manufacturing facility to the customer's delivery location. A per-mile fee is applied based on the distance from SBI to the delivery zip code.</p> <p>Boats and trailers are typically transported as a single unit on a lowboy semi-trailer. If the customer has purchased a trailer with their boat, delivery may be made using that trailer.</p> <p>Before shipment, all completed boats go through a detailed preparation process, which includes the following steps:</p> <ol style="list-style-type: none"> 1) Disconnect batteries from electrical system. 2) Secure loose gear to prevent shifting during shipment. 3) Secure boat to trailers. (If applicable) 4) Secure equipment (e.g., motors, spotlight, etc.) as necessary to prevent movement during shipment. 5) Remove flammable liquids if required to comply with ocean transportation requirements. 6) Place radome and antennas in lowered position. 7) Ensure no more than 10 gallons of fuel remains in the fuel tanks. 8) Place boat cabin key in a secure hidden location accessible to the customer. 9) Protective shrink wrap. (Covers boat down to collar and outboard engines if applicable) <p>Once the boat has reached the customer's location, the customer is responsible for offloading the boat and activating the boat for service.</p> <p>The entire shipping process is managed by SBI's dedicated in-house Logistics Coordinator. Once a boat has been officially released for shipping, the coordinator works directly with the customer to confirm the delivery location, establish a delivery timeline, and ensure the customer has the necessary resources to offload the boat upon arrival.</p> <p>While the boat is in transit, the Logistics Coordinator maintains regular communication with the transportation company and the customer to track progress and proactively address any potential delays.</p> | <p>*</p> |
| <p>66</p> | <p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p> | <p>Deliveries outside the continental U.S. are quoted on a case-by-case basis. The assigned Business Development representative works with the customer to determine their shipping requirements using INCOTERMS and confirms whether delivery must be made via a U.S.-flagged vessel. Once these details are gathered, SBI's Logistics Coordinator engages with freight forwarders to obtain accurate delivery cost estimates. This cost is then incorporated into the customer's boat quote as the shipping fee.</p> | <p>*</p> |
| <p>67</p> | <p>Describe any unique distribution and/or delivery methods or options offered in your proposal.</p> | <p>SBI has delivered boats in virtually every way possible. With its wide range of boat sizes and an extensive list of international customers, SBI has successfully utilized nearly every delivery method available.</p> <p>What sets SBI apart is that it maintains a full-time, dedicated role specifically for managing shipping logistics. This ensures the highest level of professionalism and clear expectation management for both its customers and shipping partners.</p> <p>As outlined in SBI's proposal, the most common delivery method is hauling the boat (and trailer, if purchased) on a lowboy semi-trailer. In some cases, SBI may transport the boat and trailer on separate lowboy trailers to comply with height restrictions.</p> <p>When appropriate, the company may also deliver by towing the boat on its own trailer (if purchased) behind a semi-truck or heavy-duty truck. This "bumper pull" method is widely used by boat builders across the U.S.</p> <p>Finally, for certain projects, SBI may deliver via cargo ship. In this case, the boat is typically loaded onto the vessel either on its trailer (if purchased) or on a specially designed shipping cradle.</p> | <p>*</p> |

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| 68 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing. | SBI will implement quarterly Sourcwell contract reviews to ensure that pricing is accurate for each identified sales contract in the program by comparing the sales price to the Sourcwell pricing data. It will also ensure that the sales team is validating the quoted pricing against the allowed pricing prior to sending the quote to the customer. | * |
| 69 | If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement. | If awarded an agreement, SBI will track several key internal metrics to measure success. These include monitoring customer on-time delivery by contract to ensure the company consistently meets performance obligations, conducting budget-to-actual analysis to evaluate financial discipline, and assessing contract profitability to confirm the agreement is generating sustainable returns. In addition, SBI will review total sales by source to identify growth opportunities and measure the broader impact of the agreement and its overall business. | * |
| 70 | Provide a proposed Administration Fee payable to Sourcwell. The Fee is in consideration for the support and services provided by Sourcwell. The proposed Administrative Fee will be payable to Sourcwell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement. | SBI proposes a flat 0.25% administrative fee. This fee is calculated as a percentage of the total price of products listed on SBI's Sourcwell contract. "Sourced" or "open market" products on a quotation to an eligible participating entity are not subject to the administrative fee. | * |

Table 6B: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|-----------|---|---|
| 71 | The pricing offered does not fit the categories above. Please specify the basis for the pricing offered, including any unique circumstances or justifications that apply. | SBI's pricing offered is consistent with our discount philosophy. However, this is the first cooperative purchasing contract aside from GSA. Due to the current GSA contract terms and conditions, SBI is limited in the ability to offer similar discounts to GSA, as this could trigger a violation of the existing terms. Thus, SBI proposes a flat 2% discount and 0.25% administrative fee. This discount philosophy is consistent with the GSA discount, yet it does not violate any current pricing terms or conditions. |

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

| Line Item | Question | Response * |
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| <p>72</p> | <p>Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.</p> | <p>SBI proposes a variety of solutions, including "base boat" products and components necessary for configuring a completed boat.</p> <p>A complete product list has been uploaded as attachment Q72_Sourcewell Product List 9.25.2025.</p> <p>Base boat models include:</p> <ul style="list-style-type: none"> SAFE 23 Center Console SAFE 65 Full Cabin - Inboard SAFE 27 Walk Around Cabin Tow Boat SAFE 25 Center Console SAFE 27 Center Console SAFE 29 Center Console SAFE 25 Walk Around Cabin SAFE 27 Walk Around Cabin SAFE 29 Walk Around Cabin SAFE 25 Full Cabin SAFE 27ft x 8ft 6in Full Cabin Boat SAFE 27 Full Cabin SAFE 29 Full Cabin SAFE 25 Center Console - 10 Wide SAFE 25 Full Cabin - 10 Wide SAFE 35 Center Console SAFE 31 Walk Around Cabin SAFE 33 Walk Around Cabin SAFE 31 Full Cabin SAFE 33 Full Cabin SAFE 33 Full Cabin - 35'-8" (LOA) x 10'-4" (BOA) SAFE 31 Special Purpose - Medical Transport SAFE 33 Special Purpose - Medical Transport SAFE 33 Full Cabin - Fire Boat SAFE 35 Interceptor SAFE 35 Walk Around Cabin SAFE 31 Center Console SAFE 3812 Full Cabin SAFE 38 Full Cabin SAFE 36 Full Cabin - Inboard SAFE 44 Full Cabin - Inboard SAFE 45' X 12' Full Cabin - Inboard SAFE 39 Center Console Inboard Boat SAFE 41 Center Console – Offshore <p>SBI's component offerings include a wide variety of make/model components necessary to configure a completed boat. These components categories include:</p> <ul style="list-style-type: none"> 01 Hull & Deck 02 Super Structure 03 Console & Dash 04 Seating Seat Storage & Upholstery 05 Collar System 06 Coatings Coverings & Lettering 07 Towing Lifting & Attachment Points 08 Electrical System & Power Generation 09 Lighting 10 Electronics Navigation & Communication 11 Law Enforcement Equipment 12 Crew Comfort 13 Safety Rescue & Diving Equipment 14 Weather Protection 16 Outboard Engines / Installation 17 Outboard Engine Rigging; Controls; Gauges & Steering 18 Inboard Engines & Drive Systems 19 Inboard Engine Controls & Gauges 20 Weapons & Ballistics 21 Utility & Miscellaneous Equipment 22 Fire Fighting Equipment 23 Outfit & Commissioning Gear 24 Trailers 25 Training & Documentation 26 Shipping 28 Services |
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| 73 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | Subcategory titles that best describe SBI's products and services are as follows: <ul style="list-style-type: none"> • Patrol Boat • Law Enforcement Boat • Interceptor Boats • Fire Boat • Work/Utility Boat • Search and Rescue Boat • Response Boat • Research Boat |
|----|--|--|

Table 7B: Depth and Breadth of Offered Solutions

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

| Line Item | Category or Type | Offered * | Comments |
|-----------|--|--|--|
| 74 | Rescue Boats | <input checked="" type="radio"/> Yes <input type="radio"/> No | No additional comment required. |
| 75 | Response/Patrol Boats | <input checked="" type="radio"/> Yes <input type="radio"/> No | No additional comment required. |
| 76 | Fireboats | <input checked="" type="radio"/> Yes <input type="radio"/> No | No additional comment required. |
| 77 | Research and Environmental Boats | <input checked="" type="radio"/> Yes <input type="radio"/> No | No additional comment required. |
| 78 | Work and Utility Boats | <input checked="" type="radio"/> Yes <input type="radio"/> No | No additional comment required. |
| 79 | Transportation and Public Service Boats | <input checked="" type="radio"/> Yes <input type="radio"/> No | No additional comment required. |
| 80 | Complementary solutions directly related to the offering of 74 - 79 above, including but not limited to: personal watercraft; purpose-built watercraft trailers and associated hardware, and related equipment, electronics, accessories, parts, and services. | <input checked="" type="radio"/> Yes <input type="radio"/> No | <p>SBI is not including Personal Watercraft (PWC) in this proposal. However, if a customer requires PWCs as part of their procurement, SBI is willing to work with Sourcewell to submit a modification and include them as an offering. In such cases, SBI would source PWCs from a trusted third-party manufacturer.</p> <p>SBI partners with leading U.S. trailer manufacturers to custom-build trailers specifically for its boats. The proposal includes both aluminum and galvanized steel trailer options, all appropriately rated for their load capacity. Standard trailer configurations typically include spare tires, boarding ladders, and multiple connection options to ensure ease of use and operational readiness.</p> <p>Related Equipment: SBI's available equipment options are extensive, particularly for applications listed in categories 74–79. Examples of installed equipment include fire pumps, davits, generators, and dive support equipment.</p> <p>Electronics Packages: SBI offers a comprehensive range of electronics from leading brands trusted by first responders and military users. The proposal includes individually listed components, allowing customers to customize their electronics package to meet their operational requirements. Options include:</p> <ul style="list-style-type: none"> • Multifunction displays (various models and sizes) |

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| | | | <ul style="list-style-type: none"> • Radar (multiple power levels and array sizes) • Specialized antennas • Thru-hull and transom-mount transducers with various depth capacities • Boat and infrared cameras • VHF radios (variety of models) • Stereo systems • Specialized law enforcement electronics <p>Accessories and Outfit Kits: SBI's proposal includes commonly selected accessories such as offshore safety kits, docking kits, and anchor kits. Additional optional accessories include personal flotation devices (PFDs), fire extinguishers, flashlights, EPIRBs, and more, allowing customers to fully outfit their vessels before delivery.</p> <p>Training Services: Training is offered in SBI's proposal. SBI provides 2-day and 5-day training programs, available either at its headquarters or at the customer's location.</p> <p>Engineering/Design Services: SBI's proposal includes an hourly rate for engineering/design services. This is intended to be applied in conjunction with a boat sale and not for sole use as a service.</p> |
| 81 | Describe any service contract options or extended warranties being offered with your proposal. | <input type="radio"/> Yes <input checked="" type="radio"/> No | <p>Service Contracts: SBI is not offering service contract options under this proposal due to the highly variable and complex nature of service work.</p> <p>Warranty: SBI is not offering extended warranty options under this proposal. Its standard warranty is comprehensive and among the most competitive in the industry, providing strong coverage and peace of mind for SBI's customers.</p> |

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 82. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to

ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Q71_SAFE Boats Intl Sourcewell Product Price Schedule 9.25.2025.pdf - Thursday September 25, 2025 10:05:19
- [Financial Strength and Stability](#) - Financial Strength & Stability.zip - Wednesday September 24, 2025 18:10:58
- [Marketing Plan/Samples](#) - All SAFE Boats Data Sheets & trifold.pdf - Thursday September 25, 2025 12:38:03
- [WMBE/MBE/SBE or Related Certificates](#) - Q53_SBA Area VI Director Letter to SAFE Boats International LLC.pdf - Tuesday September 23, 2025 18:11:06
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Wednesday September 24, 2025 18:13:37
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Additional Documents.zip - Thursday September 25, 2025 11:50:51

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Richard Schwarz, Chief Executive Officer, SAFE Boats International, LLC

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

Yes No

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

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

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|--|--|-------|
| There have not been any addenda issued for this bid. | | |

