

Solicitation Number: 011221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and U.S. Armor Corporation, 10715 Bloomfield Ave., Santa Fe Springs, CA 90670 (Vendor).

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

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

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires February 19, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

- B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.
- C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

- B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid taxexemption certification(s). When ordering, a Participating Entity must indicate if it is a taxexempt entity.
- C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.
- C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.
- D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:
 - 1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
 - 2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
 - 3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.
- E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

- A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.
- B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.
- F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

- 1. *Grant of License*. During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
- 2. Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. Use; Quality Control.

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
- 5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.
- C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.
- D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

- A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:
 - 1. *Notification*. The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
 - 2. Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
 - 3. Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.
- B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:
 - 1. Nonperformance of contractual requirements, or
 - 2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

1. Workers' Compensation and Employer's Liability.

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. Commercial Automobile Liability Insurance. During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits: \$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

- C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

19. COMPLIANCE

- A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.
- B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

- A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
- B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by nonfederal 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. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.
- C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

- D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.
- E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.
- F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

- H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.
- L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

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

Sourcewell

By: Live Schwarts

Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 2/17/2021 | 9:05 AM CST

Approved:

By: Liab Coautte

Title: Executive Director/CEO

Date: 2/17/2021 | 12:37 PM CST

U.S. Armor Corporation

-Docusigned by:

Stephen E. Armellino

Title: President

2/17/2021 | 11:33 AM MST Date:

RFP 011221 - Body Armor with Related Accessories, Equipment, and Services

Vendor Details

Company Name: U.S. Armor Corporation

Does your company conduct

business under any other name? If California

yes, please state:

10715 Bloomfield Ave. Address:

Santa Fe Springs, California 90670 Contact: Harold Sturgeon

Email: haroldsturgeon@usarmor.com

Phone: 562-207-4240 Fax: 562-207-4238 HST#: 95-4068319

Submission Details

Created On: Wednesday November 25, 2020 12:23:16 Submitted On: Tuesday January 12, 2021 14:54:20

Submitted By: Harold Sturgeon

Email: haroldsturgeon@usarmor.com

Transaction #: 5f9d0437-26d5-4383-af2e-e33c560541a3

Submitter's IP Address: 64.60.195.98

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	U.S. Armor Corporation
2	Proposer Address:	10715 Bloomfield Ave., Santa Fe Springs California 90670
3	Proposer website address:	www.usarmor.com *
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Stephen E. Armellino / President / 10715 Bloomfield Ave., Santa Fe Springs California, 90670 / stevea@usarmor.com / (562) 207-4240
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Harold Sturgeon, Project Manager, 10715 Bloomfield Ave., Santa Fe Springs California, 90670 / haroldsturgeon@usrmor.com / (562) 207-4240
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	David Miller, Engineer, 10715 Bloomfield Ave., Santa Fe Springs California, 90670 / david@usarmor.com / (562) 207-4240

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Founded in 1986, U.S. Armor is firmly established as the most trusted name in body armor. Its roots dates to Richard Armellino Sr., father of current U.S. Armor president and owner, Stephen Armellino. Richard Armellino pioneered the very first body armor patents and designs and founded one of the first body armor companies in America, American Body Armor (ABA), in 1969. Stephen Armellino has continued his legacy, establishing U.S. Armor Corporation as one of the most highly respected, major suppliers to domestic and international armor markets. Our products are unmatched in comfort, quality, and performance. U.S. Armor ballistic products are currently being utilized by all branches of the Military (USAF, USA, USMC, & USN), along with Federal, State, and local Law Enforcement agencies throughout the continental U.S. and the world. Today, U.S. Armor continues to create and provide the most comfortable and technologically advanced ballistic products available (Concealable Carriers, Tactical Vest, Helmets, etc.). Our rapidly expanding client base includes, but not limited to: Local Law Enforcement (Sheriff Departments, Police Departments, etc.), FBI, SWAT, DEA, Border Patrol, Correctional, Military, Rescue, State Police, Highway Patrol, Fire Departments, National Park Service, and private security personnel just to name a few. An increasing number of international agencies are now choosing the comfort and quality of U.S. Armor products. We look forward to improving your experience on the job with our comfortable, high quality, and high-performance ballistic products. U.S. Armor Corporation is an ISO 9001:2015 and 14001:2015, Environmental and Quality Management Systems certified corporation. As a certified manufacture for quality control processes and environmental procedures, specifically for the design and manufacture of personal body armor and related products, we continue to strive and excel in the following areas: Comfort, Longstanding Experience, MADE IN THE USA Quality, and Customer Satisfaction. These are

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8	What are your company's expectations in the event of an award?	U.S. Armor Corporation expectations in the event of an award from Sourcewell includes but not limited to: assisting in opening new opportunities in Law Enforcement, Fire, School, Corrections, Tribal Agencies, etc Anywhere lifesaving products are needed. U.S. Armor plans to work with Sourcewell's team to continue to find and develop new, past, and current customers. The ultimate objective is to supply a better fitting, more comfortable product line to all Sourcewell customers at a more affordable price.
9	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.	U.S. Armor Corporation is a privately held company and as such hereby request a Non-Disclosure Agreement upon award of Sorucewell contract, and at that time shall release specific financial records with U.S. Armor bank of record, City National. U.S. Armor also states that it has been in business for over 34 years and currently averages approximately 7-10 Million in annual sales per year. Attached is our Financial Stability Statement from 2018 through 2020 We also have a \$500,000.00 (1/2 million) dollar line of Credit. References from some of our over 1700 currently active clients/customers are also uploaded to include detailed contact information.
		U.S. Armor Corporation will forward financials as need. As a privately held company, U.S. Armor Corporation would like to request a Non Disclosure Agreement (NDA) upon award of contract and at that time shall supply a direct "contact" in regards to our financials, specifically, City National.
10	What is your US market share for the solutions that you are proposing?	U.S. Armor Corporation current market share in the United States includes over 1700 active contracts with various agencies and departments, Some of these agencies and departments are as follows (but not limited to): All Branches of the Military (USAF, USA, USMC, USN, USCG), Border Patrol, DEA, Corrections, Fire and Rescue, Department of Homeland Security, IRS, State Police, Highway Patrol, National Park Service, Private Security Firms and Over 1000 local Police and Sherriff agencies and/or departments.
11	What is your Canadian market share for the solutions that you are proposing?	U.S. Armor Corporation current Canadian market share includes, but not limited to: Frontline Outfitters, Calgary Police Department, Halifax, Distribution Elite Canada, and Summit Canada Distributors. We also have dealer and/or representatives for all Canadian Provinces.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	U.S. Armor Corporation is the sole manufacture of all its products. U.S. Armor maintains one manufacturing facility in Santa Fe Springs California. U.S. Armor employs customer service representatives at its main manufacturing facility in Santa Fe Springs, California as well as independent third-party dealers for the entire continental United States, Canada, Europe, Mexico, and Asia. These dealers are vetted and adhere to all of U.S. Armor's Environmental and Quality Management Policies and procedures as well as all International, Federal, State and Local governing laws and policies.
14	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.	U.S. Armor Corporation products are certified by the National Institute of Justice (NIJ), and U.S. Armor Corporation adheres to the following ISO Standards; ISO 9001:2015 and 14001:2015 (see uploaded Certificates), as well as the National Fire Protection Association (NFPA) 3000 Standard. Prior to any product release, extensive testing is conducted inside our on-site test facility to ensure our ballistic products surpass the National Institute of Justices Compliance Testing Program requirements. Once testing is completed then required samples are sent to the National Institute of Justice testing facilities for certification. U.S. Armor also annually conducts Internal Audits and request an outside source to evaluate its Environmental and Quality Management Programs to ensure continued compliance.
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There have been no "Suspension or Debarment" applied to U.S. Armor Corporation in its history.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	U.S. Armor has documented over 550 Compliments from satisfied customer from 2018 to Present. International Standard Organization Quality Management System International Standard Organization Environmental Management System	*
17	What percentage of your sales are to the governmental sector in the past three years	U.S. Armor Corporation Sales to the Governmental Sector account for approximately 95% of all Sales. Any private individual (i.e. Private Security Firm, Private Business, are vetted before any sales are authorized).	*
18	What percentage of your sales are to the education sector in the past three years	Less than 10% of U.S. Armor Corporation Sales have been to the education Sector.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA: 2018-\$139,516,87 / 2019-\$129,163.76 / 2020-\$88,541.01 NASPO: 2018-\$661,232.55 / 2019-\$400,629,75 / 2020-\$190,854.50 National Park Service: 2018-\$52,879.90 / 2019-\$61,068.56 / 2020-\$77,353.98 Pennsylvania State Police: 2018-\$420,368.00 / 2019-%722,908.00 / 2020-\$1,460,453.00 Between Approximately 100-200 contracts with various agencies (specific agencies/departments, etc.) account for the balance of Sales in each specific year.	*
20	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?	GSA - Contract Number - GS07F072DA GSA: 2018-\$139,516,87 / 2019-\$129,163.76 / 2020-\$88,541.01	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
National Park Service	Robert Zimmer	(202) 513-7084	*
Colorado Springs Police Department	Andrea Fix	(719) 385 5252	*
Montana Highway Patrol	Sgt. John Spencer	(406) 444-1935	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Domestic Dealers (State,Local and Federal)	Government	California - CA	Ballistic Body Armor, Ballistic Carriers, Tactical Ballistic Vest, Tactical Carriers, Helmets, Plates, Ballistic Blankets and Accessories	\$10.00 - \$50,000.00 +	2018-2020 Total \$7,565,41.68
Police Departments	Government	California - CA	Ballistic Body Armor, Ballistic Carriers, Tactical Ballistic Vest, Tactical Carriers, Helmets, Plates, Ballistic Blankets and Accessories	\$10.00 - \$50,000.00 +	2018-2020 Total \$5,629,491.04
International Dealer	Government	BC - British Columbia	Ballistic Body Armor, Ballistic Carriers, Tactical Ballistic Vest, Tactical Carriers, Helmets, Plates, Ballistic Blankets and Accessories	\$10.00 - \$50,000.00 +	2018 - 2020 Total \$3,309,175.18
Government Agencies (i.e. State Police, Highway Patrol, etc.)	Government	Pennsylvania - PA	Ballistic Body Armor, Ballistic Carriers, Tactical Ballistic Vest, Tactical Carriers, Helmets, Plates, Ballistic Blankets and Accessories	\$10.00 - \$50,000.00 +	2018 - 2020 Total \$1,993,282.68
Sheriff's Departments	Government	California - CA	Ballistic Body Armor, Ballistic Carriers, Tactical Ballistic Vest, Tactical Carriers, Helmets, Plates, Ballistic Blankets and Accessories	\$10.00 - \$50,000.00 +	2018 - 2020 Total \$1,848,683.42

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell 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 *
23	Sales force.	Approximately 100 agents and/or distributors(See attached Agents and Distributors List) *
24	Dealer network or other distribution methods.	Approximately 100 agents and/or distributors (See attached Agents and Distributors List)
25	Service force.	Approximately 50 employees.
24	Dealer network or other distribution methods.	Approximately 100 agents and/or distributors (See attached Agents and Distributors List) Approximately 50 employees. U.S. Armor strives for Quality to enhance our Customer Service and Process related to the manufacture of Ballistic Body Armor and associated accessories. In the pursuit of this objective U.S. Armor has adopted and integrated ISO 9001 and ISO 14001into an Environmental and Quality Management System (EQMS). This is a strategic decision for U.S. Armor that will help improve its overall performance and provide a sound basis for sustainable business and development initiatives and growth. The benefits to U.S. Armor of implementing an integrated Environmental and Quality Management System (EQMS) based on International Standards are: a) the ability to consistently provide products and services that meet customer and applicable statutory and regulatory requirements. b) facilitating opportunities to enhance customer satisfaction c) addressing risks and opportunities associated with its context and objectives d) the ability to demonstrate conformity to specified Environmental and Quality Management Systems requirements: Consistently meeting federal, state, local and customer requirements and addressing future needs and expectations poses a challenge for U.S. Armor in an increasingly dynamic and complex environment. To achieve this objective, U.S. Armor finds it necessary to adopt various forms of improvement mechanisms in addition to: 1. Internal Audits 2. Preventative Action Reports 5. Quality Management Meetings Continual improvement, such as breakthrough change, innovation and re-organization are critical components used in U.S. Armor daily activities and overall mission. U.S. Armor Corporation understands the adoption of an Environmental and Quality Management System should be a strategic decision of an organization and should be looked at as a Principles and Process Approach. The Principles and Process Approach is based upon ISO 9001 and 14001. Part of the descriptions should include a mission
		Evidence-based Decision Making (Management Meetings and Customer Feedback) Relationship Management
		The Scope and Objectives of U.S. Armor's Environmental and Quality Management System (EQMS) shall be available to all employees, customers, and vendors as documented information. The scope (documented information) shall state the types of products and/or services covered and provide justification for any Standard that U.S.

Armor determines is not applicable to the scope of its Environmental and Quality Management System.

Conformity to the Standards contained within this manual as well as those that are considered documented Information, may only be claimed if the requirements determined are applicable and affect U.S. Armor's ability or responsibility to ensure the conformity of its products and services and the continued enhancement of "Customer Satisfaction". This will be accomplished by establishing, minimum Environmental and Quality Management Objectives.

It is U.S. Armor's Top Management's responsibility to ensure that customer requirements are understood and met, by requiring compliance with documented information through customer communication and procedures. Customer and Vendor requirements are determined, converted into internal requirements, and communicated to the appropriate people in U.S. Armor.

Top management shall demonstrate leadership and commitment with respect to customer and vendor focus by ensuring that:

- Customer/vendor applicable statutory and regulatory requirements (i.e., NIJ) are determined, understood, and consistently met and documented in SAP, Business Partner or G Drive, ISO-NSF
- The risks and opportunities that can affect conformity of products and services and the ability to enhance customer satisfaction are determined and addressed through the Mission Statement and Environmental and Quality Management System Objectives and monitored using, but not limited to:
- SAP (Query Results)
- Business Partner
- G Drive, EQMS-1, Documented Information iii.
- Work Instructions (Processes) iv.
- The focus on enhancing customer/vendor satisfaction is maintained through Customer feedback, Internal Audits, Surveillance Audits, Preventative Action Reports, Discrepancy Action Reports, Corrective Action Reports, and Supplier surveys. All is maintained as Documented Information and maintained according U.S. Armor's Environmental and Quality Management System.
- All Documented Information is communicated and understood within U.S. Armor along with all associated documented information (preferred form of communication email) to include but not be limited to:

Procedures Processes (Work Instructions) Procedural Change Notices New Forms Environmental Impact statements Discrepancy/Corrective/Preventative Action Reports

Is reviewed for continuing suitability and application

Delivery Times are stated in the Procedures within the EQMS and can be adjusted to meet the customer requirements. Standard Delivery Time is 60 Days from receipt of Purchase Order.

27 Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.

U.S. Armor Corporation has always been known for its excellent Customer Service and the ability to provide products and services to any client in all 50 states to over 1700 current agencies and/or clients. U.S. Armor Corporation will continue this proud tradition with any Sourcewell participating entity. U.S. Armor upon receipt of a request for goods and/or services, assigns a designated "Customer Service Representative", for every individual customer, no matter how small or big the order may be. As the Manufacturer (made in the USA) and main distributor of our products, U.S. Armor Corporation has developed distribution channels that deliver our products and services, to include but not limited to, direct sales, retailers, dealers and agents that number over 100, vested by U.S. Armor, that work directly with clients to full fill all their unique requirements for all 50 states. Contracts with United Parcel Service (UPS), FedX, and United States Postal Service (USPS) allows U.S. Armor to deliver any product, if necessary, next day. Access to all U.S. Armor Corporations goods and services can be easily found through but not limited to: Our main manufacturing and sales facility located in Santa Fe Springs California, web site portal (www.usarmor.com), Toll Free Numbers, Email designated for all Customer Service and Sales. U.S. Armor has demonstrated it has the resources available, throughout the United States to satisfy any entity that participates with Sourcewell.

Bid Number: RFP 011221

28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	U.S. Armor Corporation has always been known for its excellent Customer Service and the ability to provide products and services to any International client including Canada. U.S. Armor Corporation currently provides goods and services to several Government Agencies within Canada and has designated agents who assist with these clients. U.S. Armor Corporation will continue this proud tradition with any Sourcewell participating entity from Canada. U.S. Armor upon receipt of a request for goods and/or services, assigns a designated "Customer Service Representative", for every individual customer, no matter how small or big the order may be. As the Manufacturer (made in the USA) and main distributor of our products, U.S. Armor Corporation has developed distribution channels that deliver our products and services, to include but not limited to, direct sales, retailers, dealers and agents whom sole responsibility is working with our Canadian customers. Contracts with United Parcel Service (UPS), FedX, and United States Postal Service (USPS) allows U.S. Armor to deliver any product, if necessary, next day. Access to all U.S. Armor Corporations goods and services can be easily found through but not limited to: Our main manufacturing and sales facility located in Santa Fe Springs California, world wide web site portal (www.usarmor.com), Toll Free Numbers, Email designated for all Customer Service and Sales. U.S. Armor has demonstrated it has the resources availableto satisfy any entity that participates with Sourcewell from Canada	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no areas that cannot be fully serviced through this proposed contract.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no participating entity sectors except those excluded by the State Department or the Commerce Department that U.S. Armor Corporation can fully service.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no contract requirements or restrictions that would apply to any participating entity in Hawaii, Alaska and U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	U.S. Armor Corporation has its roots in providing superior body armor and protective products since Richard Armellino, Owner's Stephen Armellino's father founded one of the first body armor companies in America and pioneered the very first patents and designs for what has become commonly referred to as Body Armor. Our mission is simple, provide excellent customer service and continue through research and development to offer the most advanced protective body armor available. Stephen Armellino has excelled at this mission, building on his father's legacy, with the delivery of the most innovative body armor in the market and exceeding all customers' expectations. Due to the history and exceptional reputation of U.S. Armor Corporation, its name has become synonymous with excellence and is known throughout the industry as the most trusted name in body armor. U.S. Armor Corporation, located in Santa Fe Springs California, currently includes over 1700 clients, some (but not limited to); Department of Homeland Security, Border Patrol, All Branches of the Military, State Police, National Park Services, hundreds of local state law enforcement and fire departments and agencies. These agencies are serviced by our home headquarters and approximately 100 field representatives across the continental United Stated, Canada, Mexico, Europe, and Asia. U.S. Armor marketing strategy is simple; provide the best body armor and accessories through a combination of resources to include but not limited to: Direct Sales, Internet Sales, Catalog Sales, Agents and Dealers, Cooperative Agreements, and Referral Sales from current and past customers. U.S. Armor has documented proof that lives have been saved wearing body armor designed, manufactured, and distributed across the world (see uploaded marketing materials). U.S. Armor Corporation goals are uncompromising, to deliver the best, most innovative and safest body armor to all our current and future clients. We accomplish this by adhering to and exceeding the most extreme internal quali

		standards. U.S. Armor has made the buying experience straightforward, from our web-based portal	
		ordering system to just picking up the phone and calling using our toll-free number, where designated customer service representatives (with over 30 years' experience) will assist in answering any questions and fulfilling all order requirements. The main difference between U.S. Armor Corporation and the competition is simple, we	*
		offer more: More comfort – Our ballistic materials are the lightest, most flexible, and most breathable materials offered on the market. Your vest is going to fit properly and feel like no other body armor you have worn before. More time to choose – we offer a 60-day Custom Fit Guarantee to try on your vest and test its fit and comfort level. Our competition offers 30 days. Over 99% of our customers choose to keep their vests past the 60-day Custom Fit Guarantee time period. More quality – U.S. Armor uses DuPont, Honeywell, Teijin, & Dyneema high performance ballistic materials in our armor blends and we maintain a "Preferred Partnership" with all companies. In addition to the materials we use, our state of the art 28,000 sq. ft. manufacturing facility and ballistic test range in Southern California has been ISO 9001:2015 and ISO 14001:2015 certified. ISO is an international standardization organization, which ensures that the highest level of production methods and quality control	
		procedures are in use every day. More reliability – With over a quarter of a century in business, and over 40 years of body armor design and production experience, U.S. Armor is here to stay. You can feel safe knowing that the ballistic products we make are not only comfortable but have stood the test of time. Our products are street tested and operator approved. In over 30 years of business, U.S. Armor has never had a vest failure, a vest recall, or a lawsuit on any of our products.	
		U.S. Armor Corporation is positioned in the competitive market in an advantageous way. Our brand as stated earlier is "name that is trusted" throughout the industry. Since the first patents by Richard Armellino to the most recent additions to our long line of protective body armor, by Stephen Armellino, our products are unsurpassed in quality, fit and most importantly, protection. U.S. Armor incorporates several marketing channels to deliver our products to the front	
		lines. From Content Marketing, Social Media Marketing (Facebook, www.usamror.com (website), twitter, etc.), and Email marketing. U.S. Armor Corporation has also hired one of the most advance teams to assist in our Search Engine Optimization (SEO), which is the practice of increasing the quantity and quality of traffic to our website through organic search engine results. U.S. Armor Corporation tracks the progression of our marketing plan through the use of SAP Business One. Using live data to track the results of email campaigns, deliveries, customer compliments and complaints, new sales, productivity reports, and fresh leads. This information is used in conjunction with our Objectives as outlined in our Quality Management System to ensure we are meeting and exceeding these goals. In Summary U.S. Armor has positioned itself in the Body Armor sector as the leader, due to its rich history and legacy, current proactive Research and Development, use of the most advanced IT systems available, aggressive marketing plans, and a base of representatives/dealers across the globe.	
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	U.S. Armor has utilized social media and software technology in its endeavor to grow and outperform all its competition. The feedback and software technology is used to for trend and analysis, enabling U.S. Armor Corporation to continue to meet todays exceeding and challenging requirements. From Police Officers on the streets, firemen in the cities, and military in harms way. By utilizing the most up to day technology and digital data available, U.S. Armor Corporation continues to improve the products and customer service it provides, along with increasing its marketing effectiveness.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	U.S. Armor prides itself on its ability to adapt and change to the ever changing demands and growing market in "Body Armor". Once awarded a contract by Sourcewell, U.S. Armor Corporation shall inform all its dealers, agents, and customer service representatives across the United States and Canada of this new and exciting resource. Upon receipt of the Sourcewell-awarded contract, U.S. Armor shall appoint a representative within U.S. Armor to monitor and provide feedback, incorporating the results into our market analysis and digital data/technology system.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	All U.S. Armor's products and services can be utilized through it web based (e-procurement) system on the world wide internet. U.S. Armor's domain name, www.usarmor.com can handle any size order and boast innovative features, all designed to bolster the efficiency, effectiveness and experience of our current and future customers.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	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.	U.S. Armor offers a state of the art facility with its own testing lab on site. This affords U.S. Armor the opportunity to train any interested participating entity on how Ballistic Body Armor is designed and engineered, manufactured and ultimately shipped anywhere in the world. We also through our web based technology offer training videos, instructions, and an available customer service representative to answer any and all questions concerning our products and services. Our website includes information on but not limited to: Products (Ballistic Models, Rifle and Ballistic Plates, Concealable, External, Tactical, Corrections, K9 Carriers, Ballistic Shields and Blankets, Ballistic and Non-Ballistic Helmets, and all accessories associated with the aforementioned products). U.S. Armor also can send a representative to any entity wishing more detailed information, at their facility upon invitation.	*
37	Describe any technological advances that your proposed products or services offer.	U.S. Armor has an extensive In-House Research and Development program. We are also continually researching new materials and products to incorporate into our own ballistic body armor and accessories. U.S. Armor Corporation has partnered with Honeywell, DSM and Textech, thus utilizing their newest, strongest Ballistic fibers to assist us in the creation of some of the most technological advanced Ballistic Soft Armor packages available on the market today. U.S. Armor Corporation will have available by the third quarter 2021, Concealable Carriers and External Garment Carriers that will lead the industry in technological advances. In 2020, U.S. Armor Corporation began working with a company on the technological advance design, 3D spacer Fabric, that uses heat transfer technology. This material turns cool when an individual is "Hot" and turns warmer when and individual is "Cold". The technological system the "3D" spacer uses, moves the vest away from an individuals body and provides "Airflow", thus regulating the wearer's body temperature. U.S. Armor corporation is proud to say, this product is available today.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	U.S. Armor is proud to state, as the only certified ISO Environmental Management System manufacturer of Body Armor, it is ISO 14001:2015 certified. ISO 14001:2015 is an Environmental Quality Management System whose certification is achieved by showing compliance to strict guidelines when it comes to Environmental management issues. Part of this certification includes continual improvement in Recycling, Reducing and Reusing as it applies to environmental issues to include but not limited to, local, state, federal and international laws and guidelines. U.S. Armor has developed internal audits, polices and procedures, training programs, and local community activism programs all related to "green" initiatives.	*
39	Identify any third-party issued eco- labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	International Standard Organization (ISO) 14001:2015, Environmental Management System. U.S. Armor is currently certified in this specific ISO standard.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	U.S. Armor Corporation has received a HUBZone certification, and as such is recognized as a small business (according to SBA standards), is owned and controlled 100% by a U.S. citizen (Stephen E. Armellino), and located within a "Historically Underutilized Business Zone" and has more than the minimum,35% of its employees that reside in a HUBZone.	*
41	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?	U.S. Armor Corporation offers several unique attributes when it applies to Body Armor and accessories. The most definitive is our "Tailored Made" Concealable and Tactical Armor. This "Tailored Made" armor starts with (1/2) one half inch increment grading. The industry standard is (1) one inch increment grading. This (1/2) one half inch grading affords the officer more comfort in addition to more protection with greater ballistic coverage. This grading standard was started by Richard Armellino, the current owners father and has continued to this day. This is just one of the reasons U.S. Armor continues to be the choice for both small and large agencies. The unique grading coupled with U.S. Armor's rich history including the first patents of body armor, is the reason, U.S. Armor's products can be found through out the nation to include but not limited to: Local, Law Enforcement (Police, Sherriff, etc.), Fire Departments, FBI, Border Patrol, All branches of the military and other various local, state, federal and international law enforcement and security personnel. Another unique aspect, is U.S. Armor's hiring practices. U.S. Armor employs, military veterans and retired law enforcement officers to provide real time experience and enhance its innovative approach to product development and uses. These unique attributes enhance our ability to provide products and services to Sorucewell participating entities that cannot be duplicated.	*

Table 9: Warranty

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

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	U.S. Armor Corporation has explicit warranties that cover all products, parts and labor. Some products are covered up to (10) Ten years from the date of manufacture.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, U.S. Armor Corporation impose no usage restrictions or other limitations that adversely affect coverage as long as the products are properly cared, maintained and used in accordance with their design capabilities.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	WARRANTY RETURNS / REPAIRS In the event that U.S. Armor determines that a product is defective during an applicable warranty period, U.S. Armor agrees to (at its election) replace, repair, or issue a pro-rated purchase price credit for such product, excluding any freight charges. All returns shall be made to U.S. Armor and must include: proof of issue/purchase, and documentation specifying the claimed defect and all relevant supporting information. A Return Authorization Number (RA) must be obtained from U.S. Armor prior to returning any product.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	There are no geographic regions of the United States or Canada (as applicable) for which U.S. Armor Corporation cannot uphold all applicable warranties. If a representative is not available, then all products that are found defective during an applicable warranty period, shall be returned (shipped) to U.S. Armor at no charge.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	U.S. Armor Corporation shall cover all warranty for items made by other manufacturers that are part of this proposal. Depending on the warranty issue, if U.S. Armor cannot resolve the issued at its primary facility located in Santa Fe Springs California, then it may be necessary to return it to the original equipment manufacturer.	*

47	What are your proposed evolution and return	WARRANTY RETURNS / REPAIRS
47	What are your proposed exchange and return programs and policies?	In the event that U.S. Armor determines that a product is defective during an applicable warranty period, U.S. Armor agrees to (at its election) replace, repair, or issue a pro-rated purchase price credit for such product, excluding any freight charges. All returns shall be made to U.S. Armor and must include: proof of issue/purchase, and documentation specifying the claimed defect and all relevant supporting information. A Return Authorization Number (RA) must be obtained from U.S. Armor prior to returning any product. A more detailed follows:
		1. BALLISTIC PANELS & HARD ARMOR PLATES:
		U.S. Armor Ballistic Panels are warranted to be free from defects and workmanship for (60) sixty months or up to (specific models) (84) eighty four months.
		2. PERMANENT HAND WASHABLE COVERS:
		U.S. Armor's Hand Washable Permanent Covers are fully warranted to be free from defects and workmanship for (36) thirty-six months from date of issue.
		3. REMOVABLE MACHINE WASH ABLE OUTER CARRIERS:
		U.S. Armor's Removable Machine-Washable Carriers are fully warranted to be free from defects and workmanship for (18) eighteen months.
		4. 60 DAY FIT GUARANTEED - TAILOR MADE VESTS:
		If you are not fully satisfied with your U.S. Armor Tailor-Made vest, return it within (60) sixty days of manufacturing date for either free alterations or a full refund excluding any freight charges.
		The following Item is covered under as a special clause for "Tailored Made Vests" in conjunction with the 60 Day Fit Guarantee.
		1. AFTER 60 DAY FIT GUARANTEE (TAILORED MADE VESTS) EXPIRES:
		After the (60) sixty-day period you may request an alteration on a Tailored Made vest for a nominal fee.
48	Describe any service contract options for the items included in your proposal.	60 DAY FIT GUARANTEED - TAILOR MADE VESTS:
		If you are not fully satisfied with your U.S. Armor Tailor-Made vest, return it within (60) sixty days of manufacturing date for either free alterations or a full refund excluding any freight charges.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	U.S. Armor's current payment terms:	*
		Net 30	
50	Describe any leasing or financing options available for use by educational or governmental entities.	U.S. Armor Corporation through contact negotiations and ultimately signed contracts incorporates any leasing or financing options at time of sale for all entities (customers) to include but not limited to: educational or governmental.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	U.S. Armor Corporation processes all orders through its web based portal and other electronic submission mediums in conjunction with SAP Business One for all Orders and Quarterly Sales Reports. SAP Business One integrates Sales, Accounting, Purchasing, Inventory and Customer Relationships to operations, project management and human resources. Our order process system coupled with SAP allows U.S. Armor corporation to improve efficiency in order placement, improve operational control of assets needed to ensure an order is full-filled and improves customer service by customizing specific customer needs within SAP.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	U.S. Armor does accept the P-card procurement and payment process. There are no additional cost at this time to any Sourcewell participating entity.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	U.S. Armor Corporation is planning to offer a pricing model, exclusive to Sourcewell that includes discounts ranging from 38% - 43% off retail. There are approximately 400 line-items in the following (19) nineteen categories (See attached excel Price Book with SKUs) Concealable Ballistic Vest Panels Concealable Vest Carriers Uniform Shirt Carriers (Fits Concealable Ballistic Panels) Outer Carriers (Fits Concealable Ballistic Panels) Rifle Plate Carriers (Rifle Plates not included) Tactical Vests Tactical Vest (Ballistic Accessories) Fire Dept./EMS Vests and Carriers Corrections Vests and Accessories Trauma Plates Ballistic Shields Deployable Shields Deor Shields Ballistic Blankets Helmets K-9 Vests MOLLE Pouches Carry Bags
54	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.	U.S. Armor Corporation Pricing Book for Sourcewell represents a 38% to 43% discount off Retail (MSRP). This is an exclusive agreement for Sourcewell.
55	Describe any quantity or volume discounts or rebate programs that you offer.	U.S. Armor Corporation, in good faith and with the negotiating entity, can offer volume discounts based upon the amount of sales or contractual agreement for the products listed on the Pricing Book for Sourcewell.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	U,S. Armor Corporation has in place in its Quality Management Program, polices and procedures for "Open Market Items". Because U.S. Armor is able to design and manufacture all unique customer request, we do offer the same 38%-43% discount on all "Open Market Items" as on the Price Book for Sourcewell.
57	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 predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	U.S. Armor has no hidden fees or cost that are not included in the pricing submitted.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	U.S. Armor Corporation does not include shipping in the item cost. Freight, delivery, and/or shipping is charged to the participating entity. U.S. Armor Corporation has contracts in place with United Parcel Service (UPS), FedX, an United Postal Service. The participating entity can choose to select one of U.S. Armor's shipping partners if necessary.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	U.S. Armor abides by all Federal (ITAR, etc.), State and/or local laws governing the shipping of all of our goods. U.S. Armor specifically has personnel trained for the unique shipping requirements to Alaska, Hawaii, Canada, or any other offshore delivery. U.S. Armor currently has active contracts that are in place and ship goods on a regular basis to these states and Canada.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	U.S. Armor Corporation delivery times are all stated on the initial sales order. If there is any deviation due to unique requirements form the Sourcewell entities they are clearly outlined at the time of the initial sales order.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61		U.S. Armor Corporation has hereby offered Sourcewell entities a 38% - 42% discount from MSRP. This pricing agreement is being only offered to Sourcewell at this time for the products listed in the Sourcewell Price Book.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	U.S. Armor Corporation is ISO 9001 (Quality Management Systems) and ISO 14001 (Environmental Management Systems) Certified. As such, Internal Audits and Surveillance Audits (conducted by an independent third party) are conducted at a minimum of once per year. These Audits exam over 250 processes and all associated documented information, laws, policies and regulatory directives required by, Federal, State, and local municipalities, agencies, contracts, and cooperative agreements. Annual, Quarterly, and Monthly Reports, Reporting instructions and Documented information required by Federal, State, local municipalities, agencies, contracts and cooperative agreements are contained in the Quality and Environmental Management System Polices and Procedures. Surveillance Audits, independent Audits by Contract Holders and internal audits are documented and on file for review. These documented Reports and External and Internal Audits on file, demonstrate adherence to all contracts and cooperative agreements by all federal, state, local and cooperative agencies and agreements. All reports submitted are then filed with the contracting agency in SAP, Attachments, according to the processes described in U.S. Armor's Environmental and Quality Management System.	T. C.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	U.S. Armor Corporation hereby proposes a (1.5%) One and one half percent administrative fee, that will be paid to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract. in the event Sourcewell awards U.S. Armor Corporation a contract. U.S. Armor Corporation agrees to calculate this 1.5% fee as a percentage of total Sales under the Contract or as a per-unit fee. This fee will not be a line-item addition to any Member's cost of goods.	

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

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	U.S. Armor is unique in many ways: On-Site Ballistic Test Range, Engineering, Research and Development conducted at U.S. Armor Corporation to ensure prior to any product being released, extensive testing at our test facility to ensure our ballistic products exceed the National Institute of Justice compliance testing program requirements. Because we have all the test and research equipment on-site in Santa Fe Springs California, U.S. Armor is also able to conduct quality assurance testing of used ballistic vests, special threat testing, field training program for customers and our field reps, shooting demonstrations, and quality control testing of ballistic materials. We have committed ourselves to producing the lightest, safest, and most dynamic armor. It is with comfort and performance requirements in mind that we select the most innovative, respected material suppliers and partners and seek to advance our offerings as applicable. U.S. Armor Corporation have partnered with the best ballistic material suppliers in the industry such as Honeywell, Dupont, DSM, etc., as to ensure that every new U.S. Armor vest design delivers lighter, thinner, cooler and more flexible body armor for ultimate comfort without sacrificing ballistic protection. As statistics state, an officer who does not wear body armor is 14 times more likely to be fatally injured than one who does. We are proud to know that no officer has ever been fatally injured by a round while wearing a U.S. Armor vest (certified for that round of ammunition). This significant success has only been achieved by scrupulously using material that has proven not to fail.	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	U.S. Armor Corporation offers approximately 400 line-items in the following (19) nineteen sub-categories (See attached excel Price Book with SKUs) Concealable Ballistic Vest Panels Concealable Vest Carriers Uniform Shirt Carriers (Fits Concealable Ballistic Panels) Outer Carriers (Fits Concealable Ballistic Panels) Rifle Plate Carriers (Rifle Plates not included) Tactical Vests Tactical Vest (Ballistic Accessories) Fire Dept./EMS Vests and Carriers Corrections Vests and Accessories Trauma Plates Rifle Plates Ballistic Shields Deployable Shields Door Shields Ballistic Blankets Helmets K-9 Vests MOLLE Pouches Carry Bags	*

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

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

Line Item	Category or Type	Offered *	Comments	
66	Concealable or covert vests	© Yes ○ No	See Attachment (Sourcewell Price Book)	*
67	Tactical Vests	€ Yes € No	See Attachment (Sourcewell Price Book)	*
68	Armor plate or insert carriers	© Yes ○ No	See Attachment (Sourcewell Price Book)	*
69	Hard and soft armor plates, inserts, panels, and backers	€ Yes € No	See Attachment (Sourcewell Price Book)	*
70	Bomb or blast-resistance suits	© Yes ○ No	U.S. Armor Corporation can offer Bomb or blast-resistance suits as an "Open Market" item.	*
71	K-9 (and other service animal) protective gear	ତ Yes C No	See Attachment (Sourcewell Price Book)	*
72	Other protective armor	ତ Yes ଠ No	See Attachment (Sourcewell Price Book)	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	U.S. Armor conducts Quarterly Management Meetings that exams all sales on a monthly basis. Some of the metrics used (but not limited to): Quarterly Sales Reports for all contracts, Delivery On-Time Reports, Quality of Goods Produced Internally, Discrepancy/Corrective/Preventative Action Reports, Internal Audits, and Customer Satisfaction Reports.	*
	Describe any performance standards that your products meet and how they are tested.	National Institute of Justice (NIJ). All U.S. Armor Corporation's Vest models have been tested and certified to NIJs' 0101.06 standard. ISO 9001:2015 Quality Management System,, ISO 14001:2015 Environmental Management System.	*

75 Provide an overview of your Quality Management System and identify any accreditations it has received.

- U.S. Armor Corporation Quality Management System incorporates NIJ's 0101.06 standard and follow up testing, to include but not limited to: Annual NIJ Fit Testing Protocol. This "Fit" testing protocol ensures that the vests being manufactured by U.S. Armor Corporation, continue to meet and/or exceed NIJ's 0101.06 requirements.
- U.S. Armor Corporation's Quality and Environmental System has been certified by an independent body and currently has on file ISO Certificates 9001:2015 and 14001:2015. U.S. Armor has incorporated ISO Quality and Environmental Management System Standards with local, state, federal and other international requirements to create, U.S. Armor's Environmental and Quality Management System (EQMS).

A brief overview of the ISO (the International Organization for Standardization). ISO is a worldwide federation of national standards bodies (ISO member bodies). The work of preparing International Standards is normally carried out through ISO technical committees. Each member body interested in a subject for whom a technical committee has been established has the right to be represented on that committee. International organizations, governmental and non-governmental, in liaison with ISO, also take part in the work. ISO collaborates closely with the International Electro technical Commission (IEC) on all matters of electro technical standardization.

- U.S. Armor and the International Standard concerning Quality and Environmental Systems employs the process approach, which incorporates the Plan-Do-Check-Act (PDCA) cycle and risk-based thinking.
- The process approach enables U.S. Armor to plan its processes and their interactions.
- The PDCA cycle enables U.S. Armor to ensure that its processes are adequately resourced and managed and those opportunities for improvement are determined and acted on.
- Risk-based thinking enables U.S. Armor to determine the factors that could
 cause its processes and its environmental and quality management system to deviate
 from the planned results, to put in place preventive controls to minimize negative
 effects and to make maximum use of opportunities as they arise.

Consistently meeting federal, state, local and customer requirements and addressing future needs and expectations poses a challenge for U.S. Armor in an increasingly dynamic and complex environment. To achieve this objective, U.S. Armor finds it necessary to adopt various forms of improvement mechanisms in addition to:

- Internal Audits
- 2. Preventative Action Reports
- 3. Discrepancy Reports
- 4. Corrective Actions Reports
- 5. Quality Management Meetings

Continual improvement, such as breakthrough change, innovation and re-organization are critical components used in U.S. Armor daily activities and overall mission.

U.S. Armor (using this Environmental and Quality Management System with the International Standard) promotes the adoption of a process approach when developing, implementing and improving the effectiveness of an Environmental and Quality Management System, to enhance customer satisfaction by meeting customer requirements. Specific requirements considered essential to the adoption of a process approach are included.

Understanding and managing interrelated processes that U.S. Armor uses (Work Instructions (WI)) as a system contributes to U.S. Armor's effectiveness and efficiency in achieving its intended results. This approach enables U.S. Armor to control the interrelationships and interdependencies among the processes of the system, so that the overall performance of U.S. Armor can be enhanced.

The "Process" approach involves the systematic definition and management processes, and their interactions, so as to achieve the intended results in accordance with the environmental quality policy and strategic direction of U.S. Armor. Management of the processes and the system as a whole can be achieved using the PDCA cycle with an overall focus on risk-based thinking aimed at taking advantage of opportunities and preventing undesirable results.

Bid Number: RFP 011221

76 Describe any design and manufacturing processes or materials utilized that contribute to enhanced protection, overall durability, and increased wearer mobility and safety that differentiate your offerings.

U.S. Armor Corporation exclusively partners with trusted companies such as, Dupont, Honeywell, and DSM for the most technological advanced ballistic materials used during the manufacturing processes. We also manufacture all our products within the United States, utilizing "American Made" material. Our external carriers are manufactured using a solution of dyed yarn so that they can resist fading while being worn in direct sunlight. And contributing to our excellent reputation, all of our products are tailored made, greatly enhancing protection, comfort and wear-ability. Last but not least, all our manufacturing and design processes include quality control checks at every station to ensure overall durability, increased wearer mobility and safety.

U.S. Armor has also established Environmental and Quality Objectives that are examined on a daily basis through out the manufacturing processes and include the examination of all material received. Through designated Procedures, Policies, Quality Control Checkpoints and Processes at each station in the Design, Engineering, Shipping & Receiving, Manufacturing, Delivery, and Customer Satisfaction Feedback program, U.S. Armor tracts the overall quality and customer satisfaction of all our products, to include but not limited to: exceeding Federal standards (NIJ) to ensure enhanced protection, overall durability, and increased wearer mobility and safety. U.S. Armor offers a (60) Sixty-day fit guarantee that exceeds all rival industry standards. U.S. Armor also establishes minimum Environmental and Quality Objectives that are scrutinized throughout the Research, Development, Manufacture, and Delivery process. Some of these Objectives:

Maximize "Recycle, Reuse, Reduce Waste" up to include 75% of goods and services as applicable, working in partnership through a multi-lateral collaboration between; employees, community, customers and vendors.

98% Customer Satisfaction, "Compliments" and less than 2% "Complaints". Method: Based on a partnership with customers for the goods and services provided, U.S. Armor through continual training, improvements to processes, coupled with integral Quality Control Checkpoints though out the customer service and production methods, shall monitor feedback, using Customer Surveys and associated software. Our objective to increase Compliments while reducing Complaints to near or at "Zero"

85% "On-time Delivery of Products" to Customers from U.S. Armor Method: Through increased efficiency by utilizing continual training and improvements to processes, U.S. Armor shall work with, customers, vendors and transportation partners to endeavor to increase "On-Time Delivery" by 1-2% each year. U.S. Armor shall monitor and achieve this objective of "On-Time Delivery" of Goods to Customers using the most up-to-date software.

85% On-time Received Goods from Vendors/Suppliers to U.S. Armor Method: Utilizing upgrades to our current software system and improvement of processes coupled with continual training, enables enhanced forecasting for purchasing, thus anticipating future customer requirements. By working with vendors, U.S. Armor shall strive to increase "On-Time Delivery" of received Goods from Vendors by 1% each year.

98% "Conforming" and 2% "Non-Conforming", Received Goods by Customers Method: Based on a partnership for the products provided to customers, U.S. Armor through continual training, improvements to processes, coupled with integral Quality Control Checkpoints though out the customer service and production, shall monitor returns. Our objective to increase Conforming goods while reducing Non-Conforming to near or at "Zero"

98% Quality of Goods Produced Internally (before shipped)
Method: U.S. Armor through continual training of all employees, improvements to processes, and integral Quality Control Checkpoints though out the customer service and production, shall endeavor to capture all Goods that do not meet or exceed customer requirements. Our objective to increase Quality of Goods produced internally to nearly 100% each year.

Bid Number: RFP 011221

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 77. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the Exceptions to Terms, Conditions, or Specifications Form immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

- 1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
- 2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
- 3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
- 4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
- 5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
- 6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
- 7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
- 8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
- 9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
- 11. Proposer its employees, agents, and subcontractors are not:
 - a. 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;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

 By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Stephen Armellino, President, U.S. Armor Corporation

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

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_Body Armor_RFP 011221 Tue January 5 2021 04:33 PM	M	3
Addendum_7_Body Armor_RFP 011221 Thu December 31 2020 02:24 PM	V	1
Addendum_6_Body Armor_RFP 011221 Tue November 24 2020 03:44 PM	₩	1
Addendum_5_Body_Armor_RFP 011221 Tue November 24 2020 09:47 AM	₩	1
Addendum_4_Body_Armor_RFP 011221 Mon November 23 2020 12:23 PM	₩	2
Addendum 3_Body_Armor_RFP_011221 Fri November 20 2020 11:12 AM	₩	2
Addendum 2_Body_Armor_RFP_011221 Thu November 19 2020 01:45 PM	₩	1
Addendum 1_Body_Armor_RFP_011221 Tue November 17 2020 11:05 AM	₩	2