

**MASTER AGREEMENT #091924****CATEGORY: Body Armor with Related Accessories, Equipment and Services****SUPPLIER: U.S. Armor Corporation**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and U.S. Armor Corporation, 10715 Bloomfield Ave., Santa Fe Springs, CA 90670 (Supplier).

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

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

**Article 1:  
General Terms**

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

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

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on December 23, 2028, unless it is cancelled or extended as defined in this Agreement.
- a **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
  - b **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 1) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 2) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #091924 to Participating Entities. In Scope solutions include:
- a Body armor offering ballistic, stab, blast, or blunt force resistance and protection or a combination thereof, such as:
    - i Body armor with concealable/covert carriers, or external/overt carriers;
    - ii Tactical vests;
    - iii Hard and soft armor plates, inserts, panels, and backers;
    - iv Bomb or blast-resistant suits;
    - v K-9 (and other service animal) protective gear; and,
    - vi Other protective armor including shields, helmets, ballistic blankets, and ballistic backpacks.
  - b Proposers may include accessories, equipment, and services related to their offering of body armor under Section 1. a. i.-vi. above to the extent that these solutions are complementary to the offering of the body armor being proposed.
- 3) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 4) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 5) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 6) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may

request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

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

**8) Supplier Representations:**

i **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

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

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

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

i **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935,

3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

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

iv **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit

organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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

- x **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- xi **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and

Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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

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

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

## **Article 2: Sourcewell and Supplier Obligations**

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

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



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

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

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

19) **Grant of License.**

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

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

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

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

c) **Use; Quality Control.**

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

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

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

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

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

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

### Article 3:

#### Supplier Obligations to Participating Entities

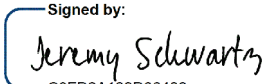
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

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

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

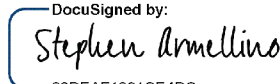
Sourcwell

U.S. Armor Corporation

Signed by:  
  
 By: \_\_\_\_\_  
C0FD2A139D06489...

Jeremy Schwartz  
 Title: Chief Procurement Officer

Date: 12/23/2024 | 11:54 AM CST

DocuSigned by:  
  
 By: \_\_\_\_\_  
60DEAF1381CE4DC...

Stephen E. Armellino  
 Title: President

Date: 12/23/2024 | 10:41 AM MST

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

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## Vendor Details

Company Name: U.S. Armor Corporation  
Does your company conduct business under any other name? If yes, please state: California  
Address: 10715 Bloomfield Ave.  
Santa Fe Springs, California 90670  
Contact: Harold Sturgeon  
Email: resources@usarmor.com  
Phone: 562-207-4240  
Fax: 562-207-4238  
HST#: 95-4068319

## Submission Details

Created On: Friday August 30, 2024 11:37:49  
Submitted On: Wednesday September 18, 2024 14:03:21  
Submitted By: David Miller  
Email: david@usarmor.com  
Transaction #: 665c9b54-e4c2-4a03-9032-1773e761b7d9  
Submitter's IP Address: 47.179.53.154

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**Specifications**

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

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

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

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	U.S. Armor Corporation
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	0BK28
5	Provide your NAICS code applicable to Solutions proposed.	315210, 315220, 315240, 315280, 315990, 339999, 453998
6	Proposer Physical Address:	10715 Bloomfield Ave., Santa Fe Springs California, 90670
7	Proposer website address (or addresses):	www.usarmor.com
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Stephen E. Armellino, President, U.S. Armor Corporation, 10715 Bloomfield Ave., Santa Fe Springs California, 90670, stevea@usarmor.com, (562) 207-4240.
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	David Miller, Director of Engineering, U.S. Armor Corporation, 10715 Bloomfield Ave., Santa Fe Springs, California, 90670. david@usarmor.com, (562) 207-4240.
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Harold L. Sturgeon, Consultant, U.S. Armor Corporation, 10715 Bloomfield Ave., Santa Fe Springs, California, 90670, resources@usarmor.com, (562) 207-4240.

**Table 2A: Financial Viability and Marketplace Success (50 Points)**

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	U.S. Armor Corporation was founded in 1986, but can trace it's roots to Richard Armellino (father of current President and Owner, Stephen Armellino). Richard Armellino, was the forerunner in body armor, having patented the first Body Armor Vest in 1969. Stephen Armellino has continued this rich heritage, manufacturing custom and tailored "MADE IN THE USA" body armor for all branches of the military (USAF, USMC, USN, and USA) as well as International, Federal, State, and Local. These agencies require unique and technologically advanced protection whose clients consist of; Law Enforcement, Fire, Corrections, Rescue, State Police, FBI, DEA, Border Patrol, National Parks, Private Security, etc.. In U.S. Armor Corporations efforts to continue to meet and or exceed customer satisfaction, it adheres to many standards, to include but not limited to: National Institute of Justice, International Standards (ISO 9001 Quality Management Systems, ISO 14001 Environmental Management Systems), etc.. These attributes coupled with U.S. Armor Corporation's own internal Quality Management Systems has enable to firmly entrench U.S. Armor as the leader in Technology, Quality, Comfort and Customer Satisfaction for nearly 40 years.	*
12	What are your company's expectations in the event of an award?	U.S. Armor Corporation shall continue to exceed industry standards related to body armor and accessories with current and new Sorucewell clients once the award is announced. Sourcewell's expectations and requirements shall be incorporated into U.S. Armor Corporation's Environmental and Quality Management Systems, thus enhancing the development of past, current and new customers. The ultimate objective, providing, "MADE IN USA" products that meet and or exceed Sorucewell's customer expectations and are the envy of the Body Armor industry.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	U.S. Armor Corporation, "Bank of Record" is City National, U.S. Armor further states that it has been in business for over 38 years and currently averages, between 7-10 Million in annual sales per year. A Financial Statement from 2018 through 2023 will be provided. U.S. Armor Corporation also has a \$500,000.00 (1/2 million dollars) "Line of Credit". Assorted References Letters from some of the over 1700 active clients shall be provided as well. Financial records demonstrating the strength and stability shall be sent upon award. As a privately held company, U.S. Armor Corporation requires a "Non-Disclosure Agreement (NDA)" before any financial documents and associated records mentioned above can be provided.	*
14	What is your US market share for the Solutions that you are proposing?	U.S. Armor Corporation includes over 1700 active contracts (Federal, State, and Local). This market share includes, but not limited to the following: Border Patrol, DEA, FBI, Department of Homeland Security, IRS, State Highway Patrol, Fire and Rescue, National Park Service, Military (USAF, USN, USMC, and USA), Private Security, as well as over 1000 domestic Police and Sheriff agencies and departments.	*
15	What is your Canadian market share for the Solutions that you are proposing?	The current Canadian market share that U.S. Armor services, include but not limited to the following: Summit Canadian Distributors, Elite Canada, Halifax, Calgary Police Department and Frontline Outfitters. U.S. Armor Corporation also has dealers and or representatives designated for all Canadian Provinces.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	N/A	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	As a "Sole Manufacturer" and "Service Provider". U.S. Armor Corporation is proud to describe its relationship with its sales, service, dealers, and delivery process, as second to none. All are considered employees and or employees as a third party (i.e. FedEx, UPS, USPS, authorized Dealers/Representatives, etc.). Policies and Processes are outlined in detail within U.S. Armor Corporation's Environmental and Management Systems and conveyed through training and briefings anytime an improvement is made. These are further documented with contracts and or service agreements.	*



18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The National Institute of Justice (NIJ) regulates all Ballistic Body Armor products and U.S. Armor Corporation adheres to these strict standards with all ballistic models by meeting or exceeding the certifications required by the NIJ. U.S. Armor Corporation also adheres to the following Domestic and International Standards: ISO 9001:2015 (Quality Management System), ISO 14001:2015 (Environmental Management System), National Fire Protections Association (NFPA) 3000 and Small Business License. U.S. Armor Corporation also conducts (at a minimum annually) Environmental and Quality Management System Audits, New Supplier Questionnaires, and other related forms and documents related to the certifications referenced above.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	U.S. Armor Corporation has upon request, hundreds of relevant recognitions to include, but not limited to: Summary of Certifications stating standards in the industry that were exceeded, Compliments from customers, and local business awards from agencies to include but not limited to Law Enforcement and Charities.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Governmental Sales (Contracts with International, Federal, State and Local agencies) represent approximately 95% of all U.S. Armor Corporation Sales in the past three years. Sales to Private agencies represent approximately 5% of total sales.	*
22	What percentage of your sales are to the education sector in the past three years?	The "Educational" represent approximately 10% of U.S. Armor Corporation sales (note, these sales, depending on the Educational Agency overlap and are considered "Governmental" sales as well (i.e. Department of Defense Educational Activity).	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	GSA: 2021-\$118,143.00 / 2022-\$92,223.00 / 2023-\$134,012.00 NASPO: 2021-\$100,795.00 / 2022-\$135,057.00 / 2023-\$111,297.00 National Park Service: 2021-\$102,018.00 / 2022-\$129,967.00 / 2023-\$142,788.00 Pennsylvania State Police: 2021-\$785,592.00 / 2022-\$234,912.00/ 2023-\$378,207.00 Note: There are approximately 100-200 contracts with various agencies that may be considered "Cooperative Purchasing Agreements", (specific agencies/departments, etc.) on file at any one time.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA - Contract Number - GS07F072DA  2021-\$118,143.00 / 2022-\$92,223.00 / 2023-\$134,012.00	*

**Table 2B: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *	
National Park Service	John Leonard john_leonard@nps.gov	202-513-7162	*
Montana Highway Patrol	Sgt. John Spencer jspencer@mt.gov	406-401-4116	*
Department of Homeland Security	David Bak dave.bak@dhs.gov	304-724-5848	*

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

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 *	
26	Sales force.	U.S. Armor Corporation has designated specific Customer Service Representatives within U.S. Armor Corporation for each contract. These Customer Service Representatives work with over 100 Dealers/Agents and Distributors across the continental United States and Canada.	*

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	U.S. Armor Corporation network includes, but not limited, specific authorized "Agents/Dealers" (Authorized Sellers) for each state as well as Canada and it's associated provinces. These "Authorized Sellers", are trained in offering the necessary "Solutions" that abide by U.S. Armor Corporation's Policies, Procedures, Certifications, and all Federal, State and Local laws and provisions as associated with the various requirements of our customers.	*
28	Service force.	U.S. Armor Corporation has approximately 50 employees and over 100 Authorized Sellers.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The "Ordering Process" is specifically outlined with U.S. Armor Corporation's Environmental and Quality Management System in reference to all customers (proposer), employees, distributors, dealers and representatives. From the time an Order is initiated by the customer, it is entered into our Web Based Operating System (WBOS) and processed through our integrated IT system, SAP. All orders are automatically verified at the time of receipt, and continually quality controlled checked at various points in the ordering process until final receipt and delivery. The IT system conducts real time verification from order entry, production, and delivery. There are a minimum of 7 manual checks before the order is shipped.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>U.S. Armor Corporation processes and procedures as related to "Customer Service" are outlined within the Environmental and Quality Management System. In the pursuit of the highest customer satisfaction, objectives within U.S. Armor Corporation have adopted and integrated ISO 9001 and ISO 14001 into an Environmental and Quality Management System (EQMS). This is a strategic decision for U.S. Armor Corporation that helps improve its overall performance and provide a sound basis for sustainable business and development initiatives and growth. These procedures include but not limited to: EQSP-1004 Administrative Procedure, EQSP-1008 Support Procedure, EQSP-1010 Product and Service Provision Procedure, EQSP-1015 Corrective and Preventative Actions, EQSP-1019 Procedure for Review of Current Customer Base, SOP-2001 Return Authorizations, SOP-3001 and Sales Order Process. The following processes (described as Work Instructions (WI)) but not limited to: WI-SLS-040 Sourcewell Contract Sales Administrative Reporting, WI-SLS-005 Sales Order Status, WI-SLS-018 Sales Order Entry, WI-SLS-023 International Sales Order, and WI-SLS-030 Misc. Sales Order Notes. Key points of emphasis include but not limited to:</p> <ul style="list-style-type: none"> <li>Customer Focus <ul style="list-style-type: none"> <li>Top Management (Leadership)</li> <li>Engagement of all U.S. Armor personnel</li> <li>Its organizational environment, changes in that environment, and the risks associated with the Environment</li> <li>Varying needs/requirements (Customers/Suppliers/Vendors)</li> <li>U.S. Armor's Objectives,</li> <li>Products</li> <li>Process Approach</li> <li>Size and Organizational structure</li> <li>Improvement</li> <li>Evidence-based Decision Making (Management Meetings and Customer Feedback)</li> <li>Relationship Management</li> </ul> </li> </ul> <p>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.</p> <p>All Response Times to include Delivery Times are stated in Procedures contained within the Environmental and Quality Management System. Delivery Times can be adjusted based upon customer needs. Normal Delivery Time is 60 Days from receipt and approval of a Purchase and Sales Order.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	U.S. Armor Corporation currently supplies over 1800 customers and has the ability to increase that total by a minimum of 100%. Our Products and Services reach all the continental United States as well as Canada, Europe, Caribbean, and the Far East. U.S. Armor Corporation will be more than capable to extend it's products and services to any existing and new Sourcewell participating entities, by utilizing and incorporating the most technologically advanced software with our Web Based Ordering System. Each Sourcewell entity is assigned a specific Customer Service Representatives to ensure any unique requirements are satisfied. U.S. Armor Corporation also works with multiple delivery agencies to include FedEx, UPS, USPS, etc., to ensure that all participating entities needs are fulfilled in a timely manner.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	U.S. Armor Corporation has the ability and willingness to provide Sourcewell participating entities in Canada and has supplied our products and services to Calgary, Hay River, Fort Smith, and Yellowknife. We have already established the infrastructure and contacts to distribute our products to any part of Canada.	*

33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	There are no geographic areas that U.S. Armor Corporation cannot fully service in Canada or the United States through this agreement.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Only those "Entities" prohibited by the Department of Commerce or the Department of State will not have full access to U.S. Armor Corporation's products and or services.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no requirement restrictions to participating entities in Hawaii, Alaska, and or U.S. Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	As long as all terms of the master agreement with Sourcewell are applicable, U.S. Armor Corporation will extend it services and products to any nonprofit organization.	*

**Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>U.S. Armor Corporation's marketing strategy consist of a fluid marketing plan that is analyzed semi-annually. From Web portals working in conjunction with a Web Based Ordering System, Mission Statement and Objectives that puts the customer first. This marketing strategy consist, but not limited to the following:</p> <ol style="list-style-type: none"> <li>1. Extensive Market Research: By collecting and analyzing sales data, industry trends, technological advances, U.S. Armor Corporation has been recognized as a leader in technological advancements associated with its' products. Based upon the results of this data, U.S. Armor Corporation has maintained a "Fit and Wear" reputation and overall customer satisfaction in the Body Armor Industry that is the industry standard for nearly four decades.</li> <li>2. Focus on Customer Requirements. From Demographics, Market Segments, Market Targeting, Customer Needs, and Procurement Decisions, U.S. Armor Corporation meets and or exceeds all customer expectations.</li> <li>3. Products: U.S. Armor Corporation's products meet and or exceed NIJ standards and currently have the unprecedented "60 day Fit Guarantee". if a product is unsatisfactory, it is replaced with an equal or exceeding product, no questions asked.</li> <li>4. Sales: U.S. Armor Corporation has consistently been the benchmark in Sales for providing a superior product since its inception in 1986. All sales data is examined monthly, for trends and analysis for Continual Improvement.</li> <li>5. Benchmarks: U.S. Armor Corporation is proud to lead the industry with an unprecedented "60 Day Fit Guarantee". For whatever reason, U.S. Armor will replace a product free of charge for the first 60 Days. This "60 Day Fit Guarantee" is in conjunction with the 5 year standard warranty on all ballistic body armor and independent external audits ensures U.S. Armor sets the Benchmark for all products offered.</li> <li>6. Marketing Materials: Catalog (Electronic and Hard Copy), Brochures (Ballistic Body Armor and Accessories), Training Videos, Website (www.usarmor.com), Tradeshows, etc..</li> <li>7. Suppliers/Vendors: As part of U.S. Armor Corporation's marketing strategy, all Suppliers/Vendors are vetted and must adhere to strict quality control standards.</li> </ol>	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	U.S. Armor Coporation is constantly upgrading it's Web Based Ordering System and Web Site (usarmor.com) to ensure that the customer has easy access and real-time feedback for all their unique requirements. U.S. Armor Corporation also has designated partners to ensure it's social media, metadata, and other communicative resources are present throughout the cyberspace and net networks. By constantly monitoring this digital data resources, we are fully able to capitalize and enhance our marketing effectiveness.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Sourcewell's role has/will combine U.S. Armor Corporation's continued outreach in the government and Law Enforcement industry to streamline and simplify efforts which enable our current and future customers to save money and time when purchasing armor..	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	U.S. Armor Corporation utilizes a Web Based Ordering System as our primary e-procurement system. This computerized system allows governmental and educational customers to place orders online without having to visit a physical store. Customers can access this system through U.S. Armor Corporation's website, www.usarmor.com, wbos. Customers can place an order quickly and easily without having to call U.S. Armor (unless they have questions about a product or service).. It offers customers flexibility and a way to save time and money by ordering directly on-line and having their items shipped directly to their place of choice. This Web Based Ordering System is user friendly, highly responsive, creates a personalized account, records sales history, and most importantly is considered the state of the art.	*

**Table 5A: Value-Added Attributes (100 Points)**

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	U.S. Armor Corporation website (www.usarmor.com) offers many resources and or links related to products, equipment, maintenance and for training. U.S. Armor Corporation also has on-site tours that can be scheduled, showcasing its own manufacturing and testing facility. Our testing laboratory is used to test ballistic body armor, blankets, etc. We also offer (via website) training videos related to the maintenance and wear of body. When necessary and upon request, U.S. Armor Corporation can send a representative to any participating entity for more detailed instruction and training in the proper wear and maintenance of all body armor offered with associated accessories.
42	Describe any technological advances that your proposed Solutions offer.	U.S. Armor Corporation's state of the art, on-site, testing lab is used to ensure technological advances such as lighter, flexible, and enhanced performance are incorporated into all new ballistic armor products. Our ballistic Vests are designed with advanced ballistic materials that allow us to exceed all the National Institute of Justice (NIJ) requirements for Ballistic Body Armor. U.S. Armor Corporation also used a technological advance 3D spacer Fabric, that prevents heat transfer between the wearer and outside temperature. The "3D" spacer fabric moves the vest away from an individual's body and provides "Airflow", thus regulating the wearer's body temperature. U.S. Armor corporation is proud to say, this product is available today.
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	U.S. Armor Corporation incorporates the requirements of ISO 14001 (currently not certified) into its Environmental and Quality Management System. This system offers processes and solutions to include Reduction, Reuse, and Recycle as it relates to the products produce by U.S. Armor Corporation and the impact to the Environment. These initiatives are monitored through U.S. Armor Corporation's "Continual Improvement" procedures and processes.
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	U.S. Armor Corporation incorporates the requirements in ISO 14001 (currently not certified) into its Environmental and Quality Management System. U.S. Armor also has a vest recycling program for the destruction of expired vests.
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	U.S. Armor Corporation's unique attributes date back to its rich history, comprising the first patents of ballistic armor by the Armellino family. Also included in these unique attributes are the "Tailored Made" fit of Concealable and Tactical Body Armor. The industry standard is grading at 1" increments or standard sizing of Extra Large, Large, Medium and Small. U.S. Armor Corporation uses 1/2" increment grading and when necessary and or requested, down to exact measurement. U.S. Armor Corporation grading system results in more protection (greater ballistic coverage) and additional comfort. This industry leading, "Tailored Made" approach offers far greater fit and comfort.
46	Describe how your products meet applicable National Institute of Justice (NIJ) or industry specific Standards.	All of U.S. Armor Corporation ballistic products are certified by the National Institute of Justice (NIJ) voluntary compliance testing program. Currently the NIJ 0101.06 Ballistic Standard has expired. U.S. Armor is already enrolled in testing for the new NIJ 0101.07 Ballistic Standard and will proceed with testing when it is allowed.
47	Describe how your company plans to meet future industry standards.	U.S. Armor Corporation's has since its inception, designed armor using the best and most advanced materials available. The research and development department, which is overseen by a Director of Engineering, ensures that the company meets and or exceeds future industry standards (ie: the new NIJ 0101.07 Ballistic Standard). With the use of the state-of-the-art testing facility, technological advances are developed and analyzed immediately to include performance, safety, and customer feedback. This ensures that all products that are developed and designed are capable of meeting or exceeding future industry and customer standards.

**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment
48	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	
49		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
50		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
51		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
52		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
53		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
54		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	
55		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
56		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	

**Table 6: Pricing (400 Points)**

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
57	Describe your payment terms and accepted payment methods.	U.S. Armor Corporation current payment terms is Net 30 days. We accept all major credit cards, "P" cards, and purchase orders. We are currently looking into online payment plans like "SEZZLE", "AFFIRM", "ZIP" etc. *
58	Describe any leasing or financing options available for use by educational or governmental entities.	We are currently looking into online payment plans like "SEZZLE", "AFFIRM", "ZIP" etc. *
59	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Purchase Orders and Sales Orders are considered transaction documents (contracts) for the purpose of an award agreement. If however, an entity requires a separate contractual agreement, then this agreement must be approved by the entities agent and the President of U.S. Armor Corporation. *
60	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	U.S. Armor Corporation does accept P-Card procurement and payment process and there are no additional charges to Sourcwell participating entities. *

61	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	U.S. Armor Corporation pricing model for Sourcewell designates a 40% discount from our retail price.	*
62	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	U.S. Armor Corporation calculates the pricing discount represented in this proposal based upon 40% off the MSRP for each listed item.	*
63	Describe any quantity or volume discounts or rebate programs that you offer.	U.S. Armor Corporation offers pricing discounts based upon bulk or volume orders in reference to this pricing proposal. To qualify for a bulk or volume discount, the participating entity and U.S. Armor Corporation may negotiate any additional discount.	*
64	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	U.S. Armor Corporation does offer a method for related service and or products that fall outside of the scope of this proposal. These related services and or products are referred to as "Open Market Items" and are governed by EQSP-1020 Procedure for Contracts and Price Agreements. "Open Market Items" refer to items for sale which are not listed on the pricing schedule for this Sourcewell agreement and or proposal. Note, "Open Market Items" may have a different pricing schedule due to the unique material and or craftsmanship requirements.	*
65	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There are "No" elements of the total cost that are not included in the pricing proposal submitted with this response.	*
66	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All cost associated with Freight, Delivery, and or Shipping is considered FOB. Once the item is transferred over to the participating shipping carrier (i.e. FedEx, UPS, USPS, etc.), the buyer is liable for all goods ship in conjunction with the stated policies of the transportation agency. U.S. Armor Corporation shall provide the tracking number upon request.	*
67	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	U.S. Armor Corporation abides by all Federal (ITAR, Department of Commerce, Department of State, etc.), State and/or local laws governing the shipping. U.S. Armor specifically has personnel trained for the unique shipping requirements to all 50 states to include Alaska, Hawaii and associated territories. In addition to the 50 states, Canada, Europe, and Asia are part of U.S. Armor Corporation shipment and delivery territories.	*
68	Describe any unique distribution and/or delivery methods or options offered in your proposal.	U.S. Armor Corporation, upon request and approval offers expedited delivery methods and or options outside of the standard, 60 day delivery time for this proposal.	*
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	U.S. Armor Corporation adheres to the International Standard, ISO 9001 Quality Management System which conducts annual audits every year. In conjunction with the ISO audit, U.S. Armor conducts annual internal audits to verify all processes associated this proposed agreement. Part of these internal audits include but is not limited to: Contracts and Price Agreements, Reporting Procedures, Sales Orders, Delivery Schedules, etc.. This internal Audit process covers over 250 processes that are directly or indirectly associated with this Sourcewell proposal.	*
70	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	U.S. Armor Corporation shall use it's advanced IT system (SAP) to track, Sourcewell Sales to include but not limited to: Products (Items), Customer Satisfaction, On-Time Delivery, Quality of Product Delivered to Customers, etc..	*
71	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	U.S. Armor Corporation proposes an Administration Fee of 1.5% payable to Sourcewell.	*

**Table 7: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
72	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	See attached Pricing Schedule for Sourcewell proposal.

**Table 8A: Depth and Breadth of Offered Solutions (200 Points)**

Line Item	Question	Response *
73	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>U.S. Armor Corporation can offer solutions to any entities requirements to include but not limited to the following:</p> <ul style="list-style-type: none"> <li>NIJ 0101.06 Ballistic certified vest (tactical, non-tactical, and concealable)</li> <li>Ballistic and Non-Ballistic Accessories</li> <li>NIJ 0101.07 (new upcoming Standard) Ballistic certified vest (tactical, non-tactical, and concealable)</li> <li>Ballistic and Non-Ballistic Accessories</li> <li>On-Site Testing Lab/Facility</li> <li>Designated Customer Service Representative for each unique entity</li> <li>Technologically advance IT and Web Based Ordering System</li> <li>Independent External Auditing (NSF) and Testing Labs (NIJ)</li> <li>Internal Auditing System (Internal Processes, Preventative and Corrective Actions, Customer Feedback, etc.)</li> <li>Measurable Objectives (On-Time Delivery, Customer Satisfaction with Products, etc.)</li> <li>Vetted Vendors</li> <li>Tailored Made Ballistic Body Armor</li> <li>Training Videos</li> <li>Web Site - <a href="http://www.usarmor.com">www.usarmor.com</a></li> </ul>
74	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>U.S. Armor Corporation has nearly 500 products offered as part of the Sourcewell proposal and also has nineteen (19) sub-categories) and can accommodate upon request, "Open Market Items" that may not be included. The Sub-Categories include, but not limited to:</p> <ul style="list-style-type: none"> <li>Concealable Ballistic Vest Panels</li> <li>Concealable Vest Carriers</li> <li>Uniform Shirt Carriers (Fits Concealable Ballistic Panels)</li> <li>Outer Carriers (Fits Concealable Ballistic Panels)</li> <li>Rifle Plate Carriers (Rifle Plates not included)</li> <li>Tactical Vests</li> <li>Tactical Vest (Ballistic Accessories)</li> <li>Fire Dept./EMS Vests and Carriers</li> <li>Corrections Vests and Accessories</li> <li>Trauma Plates</li> <li>Rifle Plates</li> <li>Ballistic Shields</li> <li>Deployable Shields</li> <li>Door Shields</li> <li>Ballistic Blankets</li> <li>Helmets</li> <li>K-9 Vests</li> <li>MOLLE Pouches</li> <li>Carry Bags</li> </ul>

**Table 8B: Depth and Breadth of Offered Solutions**

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

Line Item	Category or Type	Offering	Offered *	Comments
75	Body armor offering ballistic, stab, blast, or blunt force resistance and protection or a combination thereof, such as:		<input checked="" type="radio"/> Yes <input type="radio"/> No	See attachment Sourcwell Price Agreement. *
76		Body armor with concealable/covert carriers, or external/overt carriers	<input checked="" type="radio"/> Yes <input type="radio"/> No	See attachment Sourcwell Price Agreement. *
77		Tactical vests	<input checked="" type="radio"/> Yes <input type="radio"/> No	See attachment Sourcwell Price Agreement. *
78		Hard and soft armor plates, inserts, panels, and backers	<input checked="" type="radio"/> Yes <input type="radio"/> No	See attachment Sourcwell Price Agreement. *
79		Bomb or blast-resistant suits	<input checked="" type="radio"/> Yes <input type="radio"/> No	Open Market Items *
80		K-9 (and other service animal) protective gear	<input checked="" type="radio"/> Yes <input type="radio"/> No	See attachment Sourcwell Price Agreement. *
81		Other protective armor including shields, helmets, ballistic blankets, and ballistic backpacks	<input checked="" type="radio"/> Yes <input type="radio"/> No	See attachment Sourcwell Price Agreement and Open Market Items *
82	Proposers may include accessories, equipment, and services related to their offering of body armor described in lines 75-81 above to the extent that these solutions are complementary to the offering of the body armor being proposed		<input checked="" type="radio"/> Yes <input type="radio"/> No	See attachment Sourcwell Price Agreement and Open Market Items *

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

**Line Item 83. NOTICE:** To identify any exception, or to request any modification, to Sourcwell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Master Agreement.

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

**Documents**

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”



- [Pricing](#) - Sourcewell Price Book - New Contract.pdf - Wednesday September 04, 2024 15:45:45
- [Financial Strength and Stability](#) - Financial Strength .pdf - Tuesday September 17, 2024 16:27:23
- [Marketing Plan/Samples](#) - 2019\_Master\_Catalog.pdf - Wednesday September 04, 2024 16:28:29
- [WMBE/MBE/SBE or Related Certificates](#) - ISO 9001 2015 (7.5.24).pdf - Wednesday September 18, 2024 14:00:06
- [Standard Transaction Document Samples](#) - Standard Transaction Documents.pdf - Friday September 13, 2024 09:43:18
- [Upload Additional Document](#) - Additional Documents.pdf - Tuesday September 17, 2024 13:15:27
- Requested Exceptions (optional)

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
  - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
    - (i) Those prices;
    - (ii) The intention to submit an offer; or
    - (iii) The methods or factors used to calculate the prices offered.
  - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
  - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_4_Body_Armor_RFP_091924</b> Tue September 10 2024 04:19 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Body_Armor_RFP_091924</b> Mon September 9 2024 04:02 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_Body_Armor_RFP_091924</b> Tue August 6 2024 10:57 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Body_Armor_RFP_091924</b> Mon August 5 2024 01:22 PM	<input checked="" type="checkbox"/>	1