

**MASTER AGREEMENT #091924****CATEGORY: Body Armor with Related Accessories, Equipment and Services****SUPPLIER: GH Armor Systems Inc.**

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 GH Armor Systems Inc., 13386 International Parkway, Unit 2, Jacksonville, FL 32218 (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

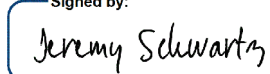
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

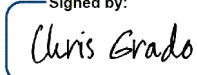
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within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

Sourcewell

GH Armor Systems Inc.

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 12/23/2024 | 4:23 PM CST

Signed by:

 7578D94032684BE...
 By: _____
 Chris Grado
 Title: Vice President/General Manager
 Date: 12/23/2024 | 3:38 PM CST

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

Vendor Details

Company Name: GH Armor Systems Inc.
Does your company conduct business under any other name? If yes, please state: GH Armor
Address: 13386 International Parkway
Unit 2
Jacksonville, FL 32218
Contact: Chris Grado
Email: cgrado@gharmor.com
Phone: 606-219-5159
Fax: 866-920-5941
HST#: 20-4998424

Submission Details

Created On: Thursday August 01, 2024 10:49:26
Submitted On: Wednesday September 18, 2024 17:54:57
Submitted By: Chris Grado
Email: cgrado@gharmor.com
Transaction #: 08db0dba-e0bc-41de-b39a-1f1a139f4c3c
Submitter's IP Address: 71.176.221.18

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.	Chris Grado
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):	4KDN7
5	Provide your NAICS code applicable to Solutions proposed.	339113
6	Proposer Physical Address:	13386 International Parkway, Unit 2, Jacksonville, FL 32218
7	Proposer website address (or addresses):	www.gharmor.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):	Chris Grado, Vice President/General Manager 13386 International Parkway, Unit 2, Jacksonville, FL 32218 cgrado@gharmor.com 866-920-5940 606-219-5159 cell
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Chris Grado, Vice President/General Manager 13386 International Parkway, Unit 2, Jacksonville, FL 32218 cgrado@gharmor.com 866-920-5940 606-219-5159 cell
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Emily Waddle, Sales & Marketing Manager 13386 International Parkway, Unit 2, Jacksonville, FL 32218 ewaddle@gharmor.com 866-920-5940 606-305-5430 cell

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.	GH Armor is a leading provider of high-performance protective solutions to the military, federal and law enforcement communities. With more than 40 years of experience, GH offers a comprehensive portfolio of advanced armor solutions that includes concealable, tactical and correctional products designed for superior wearability and protection. All GH Armor products are precision-engineered to meet the highest industry standards for quality, reliability and safety. GH Armor is officer focused and all decisions are made with the safety of the wearer in mind, from initial design, manufacturing/QA, sizing, service, delivery, and post-sale support. GH Armor offers a wide range of National Institute of Justice (NIJ) compliant products, including NIJ Standard-0101.06 Level IIA, II and IIIA ballistic armor; NIJ Standard-0115.00 Level 1, 2 and 3 spike armor; Level II/2 dual-purpose armor; concealable, external and tactical carrier systems; trauma plates, special threat plates, rifle plates, ballistic helmets and shields, and K-9 armor. GH is ISO 9001:2015 certified and meets all of the rigorous Quality Assurance protocols that are necessary to manufacture products that meet NIJ certification and follow-up independent testing requirements, as evidenced by the more than 53 models listed on the NIJ Compliant Products List (CPL). GH Armor offers innovative products that meet current standards and is poised to offer new products meeting NIJ 07 protocols when testing and certification is available. GH Armor is a service company with the safety and satisfaction of the wearer paramount in all aspects of business operations.	*
12	What are your company's expectations in the event of an award?	GH Armor recognizes notable value in purchasing vehicles that allow end users to acquire protective products in an efficient and cost-effective manner. Purchasing contracts, be they single award, multiple award, or cooperative, allow agencies to avoid the notable time and expense of individual solicitations while taking advantage of volume pricing. GH will maintain the Sourcwell contract to ensure compliance while partnering with customers to ensure access to an efficient purchasing vehicle. GH will offer Sourcwell as a procurement vehicle the same way it offers NASPO Master Agreement 164713 for Body Armor (2020-2025), with current term sales totaling appx \$14.4M since award and implementation approximately 3.5 years ago. The addition of Sourcwell will broaden the contract options available to end users and be a discriminator during supplier selection that will increase the overall GH customer spend though cooperative contracts, including Sourcwell. GH is excited to offer another cooperative contract to its portfolio that may be a better fit for existing and future customers	*
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.	Please see attached documentation demonstrating financial longevity and stability.	*
14	What is your US market share for the Solutions that you are proposing?	GH Armor's estimated share of the domestic body armor market is 4% and growing. Delivery and cost effective solutions are critical to life-saving equipment and GH Armor has continued to grow by offering innovative products at budget-friendly prices with excellent service. In addition to the Law Enforcement (LE) market, GH has grown recently in the Fire/EMS, healthcare, and higher-education communities to meet expanding First Responder demand.long	*
15	What is your Canadian market share for the Solutions that you are proposing?	GH Armor's estimated share of the Canadian body armor market is 0% however, GH Armor's jointly-owned company is Pacific Safety Products of Arnprior, Ontario, with an estimated 75% market share.	*
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 Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	N/A	*

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>GH Armor is a body armor manufacturer, utilizing a two-tiered service model of more than 140 distributors with 300+ locations nationwide and 10 territory sales representatives covering all 50 states. Distributors offer local sales, sizing, and service while territory sales representatives provide preand post-sale service, technical expertise, product evaluation assistance, and all other aspects to ensure an efficient and seamless purchasing experience. GH territory sales representatives are experienced in the public safety sector with up to 25 years of experience with GH Armor. These representatives are long-tenured independently contracted representatives that are corporately trained to offer comprehensive sales and technical support to end users.</p>	*
18	<p>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.</p>	<p>GH Armor is ISO 9001:2015 certified, being necessary to meet NIJ certification standards. The company also achieves NIJ certification standards for soft and hard armor products, which are a prerequisite discriminator for most customers. These certifications are listed on the NIJ Complain Products List (CPL). NIJ standards are the most rigorous body armor protocols in the world and GH Armor is successful in meeting these requirements as evidenced by the 53 active models on the NIJ CPL. GH also falls under the BA 9000 standard for NIJ Follow-Up Testing (FIT) that tests each model annually to ensure continual compliance of previously certified products.</p>	*
19	<p>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.</p>	<p>N/A</p>	*
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>GH Armor is a member and supports a number of state law enforcement organizations, such as state Chiefs of Police and Sheriffs associations. GH has exhibited annually for more than 25 years at International Chiefs of Police (IACP) and other industry trade shows.</p>	*
21	<p>What percentage of your sales are to the governmental sector in the past three years?</p>	<p>GH Armor offers products to the public safety/governmental sector, including law enforcement, FIRE/EMS, higher education, private security, etc; these products are not made available to commercial accounts or private individuals. Approximately 85% of sales are to government end users and 15% of sales to companies that provide authorized/contracted services in support of public safety/government agencies.</p>	*
22	<p>What percentage of your sales are to the education sector in the past three years?</p>	<p>Approximately 10% of sales are to public safety end users associated with the education sector, most notably law enforcement and security teams at higher education institutions such as universities/colleges, school/campus security, and hospitals.</p>	*
23	<p>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?</p>	<p>GH Armor holds more than 30 state contracts via stand-alone state and cooperative contracts, including NASPO and NPP League of Oregon Cities (LOC). Notably, GH was the top-scoring awardee amongst 17 applicants and 12 awarded vendors based on the committee technical evaluation for the NASPO Master Agreement 164713 for Body Armor (2020-2025), with current term sales totaling appx \$14.4M since award and implementation approximately 3.5 years ago. 28 states have executed active Participating Addendums with GH under the current NASPO Master Agreement, including Alabama, Alaska, Arkansas, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Iowa, Minnesota, Missouri, Montana, Nevada, New Mexico, North Carolina, Oklahoma, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Virginia, Washington, West Virginia, Wisconsin, and Wyoming, as well as multiple municipalities/political subdivisions. GH has been a WSCA/NASPO awardee for the past four 5-year contract terms and is extremely well-versed in meeting the requirements and helping customers fully realize the value of national cooperative contracts. GH previously served as the representative of the armor industry portfolio to the NASPO Supplier Advisory Council. GH was awarded a Master Price Agreement with NPP League of Oregon Cities (LOC) in July 2024. GH also holds stand-alone state contracts in other states, including New York, New Jersey, Ohio, etc. GH Armor believes that contract vehicles offer immense value through budget and procurement expense savings to participating entities and makes every effort to encourage end users to utilize contracts to their fullest benefit. GH markets available contracts as a discriminator to customers when selecting a provider of choice.</p>	*

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?	GH Armor previously held a GSA Schedule 84 contract, however, now strategically partners with GSA distributors to offer GH products to federal and military customers. GH is able to facilitate GSA orders for FedGov entities that require.	*
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Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Aventura Police Department	Deputy Chief Chris Chastain	305-466-8989	*
Providence Police Department	Lt. Patrick Potter	401-258-7110	*
Maine State Police	Lt. Bruce Scott	207-624-8700	*

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

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

Line Item	Question	Response *	
26	Sales force.	GH Armor has 10 territory field sales representatives that provide comprehensive support to customers and distributors in all 50 states, ensuring an efficient, accurate, and customer-service centered experience. This team is backed by GH corporate employees that provide technical support, product demonstrations, sample and T&E services, marketing support and collateral as a force multiplier to ensure field sales representatives deliver the products and services for end user mission critical needs. This also includes guidance on purchasing, contract, and grant funding (ex, DOJ Bulletproof Vest Partnership BVP Grant) to assist agencies to assist end users in procuring products efficiently through time- and cost-saving contracts and within available budget.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	GH Armor has more than 140 distributors with 300+ locations serving all 50 states. Distributors offer local sales, sizing, and service to customers. GH territory sales representatives support these distributors and in-market agency service to ensure a positive customer experience. GH Armor ensures all distributors are trained in products and process to ensure a positive purchasing experience.	*
28	Service force.	Distributors are the first tier of local service; territory sales representatives are the second tier. These teams work together to ensure a positive and educated purchasing experience for the end user. GH Customer Service is available at 866-920-5940 x1 weekdays from 8am-5pm ET or at customerservice@gharmorsystems.com. Key personnel are available 24/7 to respond to emergency needs given the nature of products serving the law enforcement and first responder communities.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	GH Armor has more than 140 distributors with 300+ locations serving all 50 states. Purchase orders are placed directly by the end user to the distributor, who handles sizing, ordering, and invoicing. GH field sale representatives support the distributors in their territory to ensure a smooth and efficient process.	*
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.	GH Customer Service is available at 866-920-5940 x1 weekdays from 8am-5pm ET or at customerservice@gharmorsystems.com. A positive customer experience is the core goal of GH Customer Service. QA and reporting processes are utilized to ensure order accuracy, pricing accuracy, on-time order fulfillment, and order modification and management. Response times are usually the same day and the department is driven to resolve issues as quickly as possible and advocate for customer satisfaction. GH maintains customer satisfaction metrics in an effort for continual improvement. Orders are processed through distributors to offer local service. New orders are usually processed and confirmed within 72 hours and an expected ship date provided.	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities.	GH Armor is pleased to partner with Sourcwell to provide more customers access to efficient, cost-effective procurement contracts. Through decades of experience supporting other cooperative contracts (WSCA/NASPO) and single state contracts, GH understands the value of contract purchasing. GH will seek to publicize and engage with customers in all 50 states to ensure access to a cooperative contract. Contracts are advertised on the GH website, at trade shows, and through collateral to educate customers on available purchasing vehicles. GH understands the immense value that contracts offer in making the procurement process shorter, faster, and cheaper. These savings are passed along to the end user to ensure they obtain the best product and largest quantity within their budget constraints.	*

32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	GH Armor services all 50 US states and may facilitate needs in Canada through a partner company, Pacific Safety Products, which maintains an estimated 75% market share.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	GH Armor services all 50 US states and may facilitate needs in Canada through a partner company, Pacific Safety Products, which maintains an estimated 75% market share.	*
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.	GH Armor products are focused nationally on public safety/law enforcement/first responder/government customers. Not-for-profit customers will be validated to ensure the end use aligns with GH Armor's best practices. These considerations are based on product access for legitimate need and are not restricted by geographic support limitations. GH does not sell to private individuals.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Prices FOB Destination CONUS. Freight beyond CONUS will be quoted separately. GH partners with FedEx and 3P LTL services to provide competitive rates for custom freight quotes. GH Armor employs a best-in-class logistics team who oversees more than 3 million combined pounds of shipments annually.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes. Not-for-profit customers will be validated to ensure the end use aligns with GH Armor's best practices. These considerations are based on product access for legitimate need and are not restricted by geographic support limitations.	*

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.	GH will utilize internal staff to obtain available existing Sourcwell materials as well as available marketing resources/content to create co-branded marketing collateral. All marketing materials will be used to drive awareness, participation, and understanding of the Sourcwell contract and associated value to customers. Sourcwell will be added to the Resources section of the GH website for visibility and access to relevant customer information; see NASPO example (https://www.gharmor.com/naspo/). GH will publicize the Sourcwell contract where appropriate to drive awareness, such as trade shows, website, social media, marketing collateral, etc. GH will also field a menu of contracts available by state and market segment to ensure end users are aware of all purchasing vehicles at their disposal to make procurement faster, easier, and cheaper.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	GH utilizes web, email, and social media channels to deliver marketing content to distributors and customers, ensuring awareness of available products and services, access points to customer service, and supplier evaluation benefit analysis. GH utilized internal ERP and CRM systems to track customer and end user data to ensure relevant information is provided for repeat purchases and complementary products. GH strongly supports cooperative contracts and constantly promotes contracts during procurement to reduce acquisition costs for the customer.	*
39	In your view, what is Sourcwell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcwell-awarded agreement into your sales process?	GH asks Sourcwell to provide core contract and relevant information, both at award and into the future to ensure GH is utilizing accurate information for marketing purposes. From there, GH Armor will be key driver in delivering that information to customers to promote contract use in an efficient, accurate manner. GH may request best-practice information from Sourcwell based on past experience gained from previous/similar contract launches and maintenance. Counter signs, logos, and educational information that may be seen as a value-add for end users when selecting a provider enhances the overall service solution offered by GH 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.	GH distributors process orders. Distributor contract orders are tagged with a contract code and agency name to enable GH to provide reports to all participating entities at the purchase order level. An e-procurement system is not currently utilized due to product configuration and sizing complexity and due to the fact the purchase orders are submitted to distributors, not directly to GH Armor. That said, GH utilized ERP and CRM systems, order confirmations, customer portals, and recurring reporting to ensure distributors have order status information available to keep end users up-to-date on order fulfillment.	*

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.	GH Armor offers technical support during the product selection and evaluation phase of procurement. Product specifications and use & care instructions are available for all products, including guidelines for proper wear and maintenance. Training beyond product performance, use & wear, and post-sale service is not offered as most end users have unique training protocols that are specific and private. GH Armor ensures the end user fully understands the purpose, functionality, and limitations of the product in support of varied end user missions.
42	Describe any technological advances that your proposed Solutions offer.	GH Armor offers products that meet and exceed the rigorous NIJ standards, including NIJ Standard-0101.06 ballistic and NIJ Standard-0115.00 spike protocols. NIJ standards evolve over time and require significant expertise to meet initial and maintain continuing certification. As such, only products that meets these high thresholds are listed on the NIJ Compliant Products List (CPL). To achieve a high level of performance, GH utilizes the latest ballistic fibers and manufacturing techniques combined with stringent QA and ISO procedures. GH is also well-positioned to be a leader in products that meet the new NIJ Standard-0107.01 ballistic protocol, which is pending release but not yet available for product testing and certification. NIJ 07 products will not be fully available until 2025 or later; as such, NIJ has indicated the NIJ 06 CPL will remain published until at least 2027 to ensure end user access to mature and varied products.
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	GH Armor offers a recycling program whereby Sourcewell customers may send used armor for controlled construction. This service is offered at no charge other than the customer responsibility for freight to the recycling location. Please see Attached Documents for complete recycling program details.
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.	N/A
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?	GH Armor offers a comprehensive product portfolio with 53 armor models on the NIJ CPL, 40 concealable/external/tactical carriers, and dozens of hard armor helmet, plate, and shield solutions. Industry-leading product breadth allows Sourcewell customers access to a multitude of configurations to meet every need. And while products are key, GH Armor separates itself by offering unparalleled customer service to ensure that all products are used to their full potential, including product evaluation, technical analysis, sizing, and more. Due to the highly standardized test protocols to obtain NIJ compliance, product is produced consistently and to the highest QA standard. As such, body armor is a commodity. GH Armor's obligation is to provide end users with products that meet or exceed standards, are more wearable and comfortable than others, and stellar service to get product into the hands of officers in the field. The only armor that works is armor that is worn.
46	Describe how your products meet applicable National Institute of Justice (NIJ) or industry specific Standards.	GH Armor offers products that meet and exceed the rigorous NIJ standards, including NIJ Standard-0101.06 ballistic and NIJ Standard-0115.00 spike protocols. NIJ standards evolve over time and require significant expertise to meet initial and maintain continuing certification. As such, only products that meets these high thresholds are listed on the NIJ Compliant Products List (CPL). To achieve a high level of performance, GH utilizes the latest ballistic fibers and manufacturing techniques combined with stringent QA and ISO procedures. GH is also well-positioned to be a leader in products that meet the new NIJ Standard-0107.01 ballistic protocol, which is pending release but not yet available for product testing and certification. NIJ 07 products will not be fully available until 2025 or later; as such, NIJ has indicated the NIJ 06 CPL will remain published until at least 2027 to ensure end user access to mature and varied products.
47	Describe how your company plans to meet future industry standards.	GH has a suite of new designs ready for testing and certification to NIJ 07, including HG1, HG2, and multi-threat products. The company is at the ready to be a leader in new technology that accentuates both experience and innovation. Due to the changing timeline and delays associated with lab certification, test IDs and registrations, and final testing protocol, availability of NIJ 07 products will occur after the launch of the awarded Sourcewell contract, however, GH Armor will move expeditiously within the constraints of the NIJ process to add compliant NIJ 07 products to the Sourcewell contract at the earliest convenience, making Sourcewell once of the first contracts where NIJ 07 products will be available.

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 re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	GH Armor is not a WMBE/SBE/Veteran owned entity but partners with 140+ distributors, many of which are WMBE/SBE/Veteran owned businesses.
49		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
50		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
51		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
52		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
53		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
54		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
55		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
56		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A

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.	Net 30	*
58	Describe any leasing or financing options available for use by educational or governmental entities.	N/A	*
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.	See attached files for examples of transaction-support documents, such as PO checklists, order forms, alteration and sizing forms. GH Armor does not require end user agreements as the procurement falls under the Sourcwell contract and purchase orders are submitted to distributors for processing. Distributors may require necessary documentation to establish end users as customers in their system for processing of purchase orders and invoices.	*
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?	As purchase orders are processed by GH Armor distributors, P-card acceptance may vary by distributor. However, P-cards are commonly accepted.	*

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.	GH will offer all products at a single discount percentage of 42% off MSRP. Prices FOB Destination CONUS. Price list attached.	*
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.	GH will offer all products at a single discount percentage of 42% off MSRP. Prices FOB Destination CONUS. Price list attached.	*
63	Describe any quantity or volume discounts or rebate programs that you offer.	GH distributors may charge at or below published contract pricing; volume discounts may be considered on an opportunity-specific basis at the discretion of the servicing distributor.	*
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.	GH will quote open market items on opportunity-specific basis at a price sufficient to support the sourcing of said items.	*
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.	Prices FOB Destination CONUS. Freight beyond CONUS will be quoted separately. GH partners with FedEx and 3P LTL services to provide competitive rates for custom freight quotes.	*
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.	Prices FOB Destination CONUS. Freight beyond CONUS will be quoted separately. GH partners with FedEx and 3P LTL services to provide competitive rates for custom freight quotes.	*
67	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Prices FOB Destination CONUS. Freight beyond CONUS will be quoted separately. GH partners with FedEx and 3P LTL services to provide competitive rates for custom freight quotes.	*
68	Describe any unique distribution and/or delivery methods or options offered in your proposal.	GH orders may be shipped to the servicing distributor or drop-shipped directly to the customer. The ship-to address is noted on the distributor purchase order to GH Armor.	*
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.	GH will designate a contract manager to work with GH Customer Service and Sourcewell to ensure customers receive comprehensive service. The contract manager will ensure that Sourcewell participating entities obtain accurate pricing, facilitate order flow and fulfillment, coordinate accurate quarterly sales reporting and remittance of quarterly administrative fees. The contract manager will correspond with Sourcewell on an intermittent basis to ensure that all contract requirements are met in a proactive manner.	*
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.	GH Armor tracks on-time delivery, return rate - which is indicative of quality and proper fit/coverage, and quality metrics that ensure compliance with NIJ certification and Follow-Up Testing (FIT) which require initial testing and annual testing thereafter to maintain active model status on the NIJ CPL. Any QA concerns are identified, root cause isolated, processes implemented and compliant product delivered to the end user.	*
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.	GH Armor proposes a 1.5% administrative fee as a percentage of contract sales, payable on a quarterly basis to Sourcewell. This proposed percentage is an average of administrative fees charged by states for body armor contracts nationwide, be they single-state awards or cooperative contract participating entities, such as NASPO.	*

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.	Pricing offered to Sourcewell customers as a discount percentage off MSRP is equivalent to the the discount percentage offered to state purchasing departments/state contracts and cooperative procurement organizations (ex, NASPO). This ensures that all contracts receive fair and equal discounts and best value to end users.

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.	GH Armor is a leading provider of high-performance protective solutions to the military, federal and law enforcement communities. With more than 40 years of experience, GH offers a comprehensive portfolio of advanced armor solutions that includes concealable, tactical and correctional products designed for superior wearability and protection. All GH Armor products are precision-engineered to meet the highest industry standards for quality, reliability and safety. GH Armor is officer focused and all decisions are made with the safety of the wearer in mind, from initial design, manufacturing/QA, sizing, service, delivery, and post-sale support. GH Armor offers a wide range of National Institute of Justice (NIJ) compliant products, including NIJ Standard-0101.06 Level IIA, II and IIIA ballistic armor; NIJ Standard-0115.00 Level 1, 2 and 3 spike armor; Level II/2 dual-purpose armor; concealable, external and tactical carrier systems; trauma plates, special threat plates, rifle plates, ballistic helmets and shields, and K-9 armor. GH is ISO 9001:2015 certified and meets all of the rigorous Quality Assurance protocols that are necessary to manufacture products that meet NIJ certification and follow-up independent testing requirements, as evidenced by the more than 53 models listed on the NIJ Compliant Products List (CPL). GH Armor offers innovative products that meet current standards and is poised to offer new products meeting NIJ 07 protocols when testing and certification is available. GH Armor is a service company with the safety and satisfaction of the wearer paramount in all aspects of business operations. All products are new and unworn; used products are not offered.
74	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The following is a list of all products included on the proposed Sourcewell Price List: Soft Armor Panels: NIJ 06 Level II & IIIA; NIJ 0115.00 Spike 1, 2, 3; Dual-threat II/2 Concealable Carriers: Low Profile, Low Visibility Executive (more than 20 color and style configurations in hundreds of sizes) External Carriers: Concealable Carriers: APB front-opening, CFC clean front, TCK top-load plate pocket, TCX cummerbund closure, TRX side closure, all with MOLLE or Laser-Cut MOLLE and multiple hook & loop or Tubes fastener systems, and USC uniform shirt carriers with functional pockets/buttons for a professional, non-tactical appearance (more than 600 color and style configurations in hundreds of sizes) Trauma Plates and Special Threat Trauma Plates: ranging from 5x7" to 10x12", enhanced protection for center mass, offering protection against elevated handgun, rifle, and spike threats. ID Placards & Name Tapes: Customized in 10 sizes, 12 colors, reflective and non-reflective, offering the officer name, agency name, or custom lettering included in the price. Badge Logos: Custom badge/agency insignia on ID's in select sizes. Soft Armor Inserts: For use in carriers and plate harnesses, adds protection in 8x10", 10x12", SAPI SM/MD/LG/XL, BALCS SM/MD/LG/XL and cummerbunds to up-armor any existing or new carrier. K-9 Vests: Protection for four-legged canine officers. Fire/EMS: PH4 & PH4.FR variants offer protection to Fire/EMS with high-visibility and mission-specific attachment, harnesses, carry bags. Hard Armor Rifle Plates: More than a dozen models in level III, III+ (M855), and IV in sizes 6x6", 6x8", 8x10", 10x12" in shooters and rectangle cut shapes compatible with any carrier, offering protection against rifle projectiles that are not defeated by soft armor handgun threats. Ballistic Helmets: Level IIIA handgun protection in ACH style, varied Full, Mid, and High-Cut styles and comms compatibility. Accessory NVG, rails, shroud, nape, velcro, carry bags, and ballistic or non-ballistic/riot face shields for enhanced protection. Hard Armor Shields: Level IIIA handgun and Level III rifle shields in 5 sizes, two grips, optional LED lighting and agency ID placard, carry bags. MOLLE Pouches: Offering accessory attachment to any vest, such as mags, baton, flashlight, handcuffs, grenade, smoke, flashbang, medical, admin, etc. Some product tech specs are included in the attached files but not all due to the large number; please visit https://www.gharmor.com/ for images and descriptions of all available configurations.

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
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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	GH Armor is a leading provider of high-performance protective solutions to the military, federal and law enforcement communities. With more than 40 years of experience, GH offers a comprehensive portfolio of advanced armor solutions that includes concealable, tactical and correctional products designed for superior wearability and protection. All GH Armor products are precision-engineered to meet the highest industry standards for quality, reliability and safety. GH Armor is officer focused and all decisions are made with the safety of the wearer in mind, from initial design, manufacturing/QA, sizing, service, delivery, and post-sale support. GH Armor offers a wide range of National Institute of Justice (NIJ) compliant products, including NIJ Standard-0101.06 Level IIA, II and IIIA ballistic armor; NIJ Standard-0115.00 Level 1, 2 and 3 spike armor; Level II/2 dual-purpose armor; concealable, external and tactical carrier systems; trauma plates, special threat plates, rifle plates, ballistic helmets and shields, and K-9 armor. GH is ISO 9001:2015 certified and meets all of the rigorous Quality Assurance protocols that are necessary to manufacture products that meet NIJ certification and follow-up independent testing requirements, as evidenced by the more than 53 models listed on the NIJ Compliant Products List (CPL). GH Armor offers innovative products that meet current standards and is poised to offer new products meeting NIJ 07 protocols when testing and certification is available. GH Armor is a service company with the safety and satisfaction of the wearer paramount in all aspects of business operations. All products are new and unworn; used products are not offered.
76		Body armor with concealable/covert carriers, or external/overt carriers	<input checked="" type="radio"/> Yes <input type="radio"/> No	More than 20 carriers offering 600+ color/style configurations in hundreds of sizes. Carriers offered in concealable/low-visibility, external with front, side or cummerbund closure, harness or OSFA Fire/EMS external/

77		Tactical vests	<input checked="" type="radio"/> Yes <input type="radio"/> No	GH offers multiple tactical vest options, notable the Atlas tactical vest, configurable for any mission. Atlas tactical vests offer ancillary attachments for extremity protection, including bicep, throat, groin, collar, etc. Other tactical platforms are plate harnesses, active shooter kits, and external tactical carriers. These platforms are offered in multiple levels of soft armor packages and accessories to meet the needs of any mission.	*
78		Hard and soft armor plates, inserts, panels, and backers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Soft armor panels, hard armor plates, trauma plates and special threat plates, ranging from 5x7" to 10x12", Levels II, IIIA, III, III+ (M855), and IV, in numerous shapes such as rectangular, concealable, cummerbund, BALCS, SAPI, etc.	*
79		Bomb or blast-resistant suits	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
80		K-9 (and other service animal) protective gear	<input checked="" type="radio"/> Yes <input type="radio"/> No	GH Armor offers K-9 armor in Level II and IIIA for four-legged canines.	*
81		Other protective armor including shields, helmets, ballistic blankets, and ballistic backpacks	<input checked="" type="radio"/> Yes <input type="radio"/> No	GH Armor also offers Level IIIA helmets in three cuts and 5 colors, Level IIIA handgun and III rifle shields in 5 sizes and two handle options with optional LED lighting.	*
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	Variety of supplemental accessories, including MOLLE pouches, ID Placards and Name Tapes, customizable in many sizes and colors, optional agency badge insignia or officer name. Replacement straps and accessories.	*

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

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

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

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

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

- [Pricing](#) - GH Armor_2024 Sourcewell Price List_09-16-24.pdf - Wednesday September 18, 2024 12:37:37
- [Financial Strength and Stability](#) - GH Armor - Sourcewell - Financial Docs 9-16-24.pdf - Wednesday September 18, 2024 12:38:22
- [Marketing Plan/Samples](#) - GH Armor - Sourcewell - Marketing 9-16-24.pdf - Wednesday September 18, 2024 16:37:43
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - GH Armor - Sourcewell - Transaction Docs 9-16-24.pdf - Wednesday September 18, 2024 16:39:14
- [Upload Additional Document](#) - GH Armor - Sourcewell - Additional Docs 9-16-24.pdf - Wednesday September 18, 2024 16:36:02
- 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. - Chris Grado, Vice President/General Manager, GH Armor Systems Inc.

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
Addendum_4_Body_Armor_RFP_091924 Tue September 10 2024 04:19 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Body_Armor_RFP_091924 Mon September 9 2024 04:02 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Body_Armor_RFP_091924 Tue August 6 2024 10:57 AM	<input checked="" type="checkbox"/>	1
Addendum_1_Body_Armor_RFP_091924 Mon August 5 2024 01:22 PM	<input checked="" type="checkbox"/>	1