

**MASTER AGREEMENT #091924****CATEGORY: Body Armor with Related Accessories, Equipment and Services****SUPPLIER: HighCom Armor Solutions, 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 HighCom Armor Solutions, Inc., 2901 E. 4th Ave., Unit J, Columbus, OH 43219 (Supplier).

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

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

**Article 1:
General Terms**

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

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

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

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

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

8) Supplier Representations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

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

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

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

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

19) **Grant of License.**

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

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

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

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

c) **Use; Quality Control.**

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

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

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

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

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

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

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

Article 3:

Supplier Obligations to Participating Entities

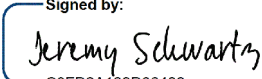
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

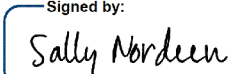
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within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

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

Sourcwell

HighCom Armor Solutions, Inc.

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 1/14/2025 | 1:00 PM CST

Signed by:

 6751F2F7D8DE443...
 By: _____
 Sally Nordeen
 Title: CEO
 Date: 1/14/2025 | 12:50 PM CST

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

Vendor Details

Company Name: HighCom Armor Solutions, Inc
Address: 2901 E 4th Ave
Unit # J
Columbus, Ohio 43219
Contact: Jamie McCormick
Email: jamie.mccormick@highcomarmor.com
Phone: 540-421-6555
Fax: 540-421-6555
HST#: 94-3266279

Submission Details

Created On: Tuesday August 06, 2024 12:13:23
Submitted On: Wednesday September 18, 2024 12:51:33
Submitted By: Jamie McCormick
Email: jamie.mccormick@highcomarmor.com
Transaction #: 2aeab768-604f-46a2-ae82-45f7b907820d
Submitter's IP Address: 131.226.36.66

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.	HighCom Armor Solutions, Inc.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
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).	HighCom will be the only entity that will execute a master agreement with Sourcewell.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	HighCom Armor Cage Code – 1VHQ3 Unique Entity Identifier (SAM): DMNKN1CHDFV1
5	Provide your NAICS code applicable to Solutions proposed.	NAICS Codes: 315250, 315990, 316998, 332216, 332999, 334519, 339113
6	Proposer Physical Address:	2901 E 4th Ave Unit J Columbus, OH 43219
7	Proposer website address (or addresses):	https://www.highcomarmor.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):	Sally Nordeen CEO 2901 East 4th Ave. Unit J Columbus, OH 43219 sally.nordeen@highcomarmor.com 614-500-3065 Ext:101
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Jamie McCormick Director of Sales 2901 East 4th Ave. Unit J Columbus, OH 43219 jamie.mccormick@highcomarmor.com 540-421-6555
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Mark Lodge VP Business Development 2901 East 4th Ave. Unit J Columbus, OH 43219 mark.lodge@highcomarmor.com 804-370-9440

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.	<p>HighCom Armor Solutions, Inc. (HighCom) was founded in 1997 and is a global provider of body armor and personal protective equipment. HighCom is a leader in advanced ballistic armor design, manufacturing, and distribution. From our Columbus Ohio manufacturing and distribution facility we currently serve thousands of law enforcement and military end users throughout the world. Our primary focus is on "Saving Lives" through the design and distribution of high quality and affordable body armor and personal protective equipment.</p> <p>HighCom serves a wide range of customers throughout the world. These customers have trusted their life to HighCom for over 27 years. We currently have protective systems deployed with the U.S. Military, Department of Defense, Federal, State, and local law enforcement, correctional institutes, Fire-Rescue departments, and Emergency Medical Services throughout the United States and world. HighCom is considered a critical supplier within the body armor supply chain delivering many original equipment manufacturer (OEM) products to nearly all of the body armor manufacturing in the United States.</p> <p>HighCom is a vertically integrated operation including the control of concept to design and development to commercialization. Within our nearly 63,500 square feet of operating space, including a state-of-the-art ballistic laboratory where products are tested through research and development, quality production, and ongoing lifecycle management and analysis. HighCom is deeply rooted in numerous Research and Development projects according to National Institute of Justice (NIJ) and Military Specifications (MIL-SPEC) body armor standards and testing protocols. Many of our products far exceed these standards and span across multiple special agency standards including DEA protocol, FBI protocol, VPAM, and other international body armor standards and special threat testing to ensure operator safety is never compromised.</p> <p>In 2014, HighCom became the FIRST company in the world to achieve BA 9000 certification. The National Institute of Justice ("NIJ") assembled a collaborative team to address the issue of body armor safety and the needs of criminal justice agencies. NIJ decided to increase the amount of testing needed for body armor to meet their standards, including 1) more extensive and frequent testing; 2) environmental testing; and 3) implementation of BA 9000, a body armor quality management standard. BA 9000, released in January 2012 and revised in 2016, is an extension of ISO 9001. See attached files: HighCom Armor Info Sheet and HighCom Capability Statement 2024_02 located in the Marketing Plan document upload folder.</p>	*
12	What are your company's expectations in the event of an award?	<p>HighCom expects to continue successfully expanding its dealer partner network utilizing the Sourcwell contract. HighCom will continue to promote, educate, train and authorize its dealers to ensure compliant participation. HighCom is committed to exceeding the expectations of its customers by delivering the best life-sustaining ballistic solutions available on the market today with accurate and on-time delivery. See Document-Sourcwell Slides-Partnersv2 in Marketing Plan Samples File Folder. HighCom also intends to utilize the Sourcwell contract as our primary "Better Buying Power" / cooperative purchasing contract to State, Local, Tribal, and Territorial law enforcement agencies.</p>	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>See the attached independent auditors report for fiscal years 2020-2023 and HighCom Entity Structure Chart located in the Financial Strength and Stability Document folder.</p>	*
14	What is your US market share for the Solutions that you are proposing?	<p>HighCom holds 4-5% of the US market share for body armor and with continued success utilizing the Sourcwell Contract, expects to see further market share gains.</p>	*
15	What is your Canadian market share for the Solutions that you are proposing?	<p>HighCom currently holds less than 1% Canadian market share for body armor.</p>	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	<p>HighCom has no current or completed bankruptcy proceedings to disclose within the last seven years.</p>	*

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>HighCom Armor is an Original Equipment Manufacturer (OEM). HighCom maintains its manufacturing facility and in house ballistics testing laboratory in Columbus, Ohio and designs, develops, tests, manufactures and distributes life-sustaining body armor and personal protective equipment (PPE). HighCom employs customer service associates at its Columbus facility and sells primarily through its independent dealer partner network located across the continental United States, Canada, Europe, Mexico, and Australia. All dealers are vetted and comply with all HighCom Armor's core values, compliance and quality management standard operating procedures as well as all State, Federal, Local and International governing laws.</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>HighCom Armor is TRACE Certified. TRACE Certification is a heavily benchmarked and comprehensive due diligence review, analysis and approval process establishing that an individual or organization has been thoroughly vetted, trained and certified by TRACE, the world's leading anti-bribery standard setting organization. TRACE is a non-profit international business association dedicated to anti-bribery, compliance, and good governance. HighCom Armor currently holds ISO 9001:2015, BA 9000:2016 and ISO 14001:2015 certifications and will be looking to add IAS 9001 (aerospace) to our list of certifications. HighCom also holds multiple NIJ certifications for products compliant to ballistic body armor standards as required by our customers. See the attached document-ISO Certificates-located in the Financial Strength and Stability Document Folder.</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>HighCom has no debarments nor suspensions to report during the last seven years.</p>	*
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>HighCom was recognized by the US Customs and Border Protection Tactical Team (BORTAC) following the school shooting in Uvalde Texas, May 2022. BORTAC made entry into the classroom to eliminate the threat utilizing a HighCom Armor MTS Level III rifle shield. During the entry, the shield defeated 5 hits from the suspect's weapon saving the lives of the BORTAC team members. The shield was originally deployed with the Del Rio office of the US Marshals Service who provided it to the BORTAC team on that day.</p>	*
21	<p>What percentage of your sales are to the governmental sector in the past three years?</p>	<p>89% of HighCom's sales are classified as Government sector sales.</p>	*
22	<p>What percentage of your sales are to the education sector in the past three years?</p>	<p>Less than 1% of HighCom sales are to the education sector. However, various states and municipalities are considering pre-staging ballistic shields and offering training to school staff and school resource officers (law enforcement). HighCom is leading these initiatives.</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>HighCom Armor currently holds the following cooperative purchasing contracts: Sourcewell Contract # 011221-HCM Annual Sales Volume for Trailing 3 years: \$592K GSA Contract# GS-07F-9247S Annual Sales Volume for Trailing 3 years: \$720K NASPO Master Agreement# 164714 Annual Sales Volume for Trailing 3 years: \$0 City of Columbus Police Department Annual Sales Volume for Trailing 3 years: \$992K</p>	*
24	<p>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?</p>	<p>HighCom Armor GSA Contract # - GS-07F-9247S Annual Sales Volume Trailing 3 Years: \$720K</p>	*

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 *	
Glendale Fire Department-AZ	Douglas Carrington	623-293-1075	*
Columbus Police Department-OH	Iris Velasco	614-774-7750	*
City of Miami Fire Department-FL	Jose Almeida	305-563-2113	*
Springfield Fire Department-OH	Brian Leciejewski	937-408-0680	
Texas Attorney General Office	Wes Hensley	512-787-5324	

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.	HighCom Armor currently employs 11 full-time staff dedicated to Sales and Marketing operations.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	HighCom currently has 154 dealer partners throughout the United States, and abroad including 3 in Canada.	*
28	Service force.	HighCom employs 44 full-time staff in the following divisions: Operations, Logistics, Customer Service, Compliance and Engineering/Research and Development.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>HighCom educates and conducts regular training sessions with the HighCom sales team (direct sales) as well as dealer partners (dealer sales) who are authorized to use the HighCom Sourcwell contract. HighCom manages all Sourcwell sales opportunities in its Salesforce CRM system for proper management, quoting, tracking, pricing, reporting and to secure contract compliance. All quotes in a Sourcwell opportunity will contain the contract discounted item price, HighCom Sourcwell contract number, and the Sourcwell member number for the participating entity. All dealer partner quotes to participating entities are to have the same requirements in addition to providing HighCom with a copy of the participating entity quote to verify contract pricing compliance is met.</p> <p>Once the participating entity has reviewed their contract pricing quote and the bid requirement is satisfied, the dealer partner will submit a purchase order to HighCom referencing the Contract number and participating entity member number. If it is a direct sale with HighCom and the participating entity, HighCom requires the contract number and participating entity member number to be on the purchase order.</p> <p>HighCom receives an order from the participating entity and begins the internal workflow to enter the sales order and confirm with customer. Once entered from a sales order the logistics team creates a fulfillment and or work order depending on if the item is in stock or needs to be manufactured.</p> <p>Once the work order/fulfillment moves forward associates in our facilities act to get the items gathered, inspected, and packed for delivery to the customer.</p> <p>The order is automatically fulfilled and billed to the customer through workflow of our ERP/MRP systems.</p> <p>Our sales reporting system allows for capturing of sales contract identification daily, weekly, monthly, quarterly, annually or whatever timeline is required and reports on the detailed complete customer specifics, products, pricing, and related compliance of contract to provide in excel, pdf, or other forms as required by sourcwell.</p>	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>The leadership team of HighCom Armor demonstrates leadership and commitment with respect to customer focus by ensuring that:</p> <p>a.) Customer requirements and relevant regulatory and legal requirements are identified and satisfied;</p> <p>b.) The risks and opportunities that can affect service conformity and the ability to enhance customer satisfaction are determined and addressed;</p> <p>c.) And the focus on enhancing customer satisfaction is maintained</p> <p>HighCom Armor ensures that customer needs and expectations are identified, transformed into requirements, and fulfilled with the intent of achieving and exceeding customer satisfaction. HighCom Armor complies with all regulatory and legal requirements.</p> <p>HighCom Armor monitors customer perception of the degree to which requirements have been satisfied. HighCom Armor obtains information relating to customer views and opinions of our services through customer scorecards (when applicable) and direct customer feedback through meetings with customers, market-share analysis, and compliments/referrals.</p> <p>HighCom is committed to providing products and services that meet and exceed customer requirements. HighCom recognizes that to provide and maintain consistent high quality in the work it produces, an effective Quality Management System (QMS) is necessary to ensure compliance, proper communication, work control, and reliable records are generated. HighCom is committed to setting and achieving quality standards that are capable of meeting and exceeding the specified requirements and reasonable expectations of our customers.</p> <p>It is HighCom's policy to control and conduct its business by means of a formalized system of modern quality management. This quality management will be in accordance with the quality system requirements specified in ISO 9001:2015 and BA 9000/2016. Focused on customer/operator needs, HighCom designs, develops, produces, and distributes a unique range of life-sustaining ballistic solutions and personal protective gear. The company's management team has over 78 years of combined experience in the defense and law enforcement sectors with specialized knowledge of counter-terror strategies and expertise in tactical armor.</p> <p>Ballistic Resistant Products:</p> <p>HighCom delivers a diversified portfolio of thin, lightweight, and high-performing ballistic products at competitive prices. Our comprehensive catalog includes ballistic solutions for:</p> <ul style="list-style-type: none"> • Ballistic Resistant Body Armor: Hard Armor ballistic plates, soft armor ballistic vests/panels, ballistic shields, ballistic helmets, and ballistic blankets certified and tested to the following standards: NIJ 0101.04, 2005 IR, 0101.06, 0106.01,0108.01 and the pending 0101.07. <p>HighCom invests in innovation which is an ongoing effort to increase our product offering, filling the need of mission-focused operators across the globe. HighCom is committed to the highest standards recognized by the industry and therefore places a significant number of resources towards NIJ compliance and testing.</p> <p>HighCom operates a no-hassle return and customer satisfaction program that has seen satisfied customers globally remain loyal the HighCom brand for almost 3 decades. Our customer service team delivers knowledge and resources to end users/operators focused on guaranteeing successful deployment and assuring proper use and care of HighCom's life-sustaining ballistic solutions.</p> <p>Our customer service response times to customer inquiries are less than 24 hours and most often the same day. Service and support are performed through our RMA/warranty/repair program and in most cases, to keep operators in the field protected, HighCom will ship replacement/repairs the same day overnight.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities.	HighCom is excited at the opportunity to continue to offer its life-sustaining products to all participating entities. After 27 years in business and over 2 million pieces of armor deployed across the globe, HighCom is proud to have never had a failure, penetration, or recall of any of its products deployed with operators.	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	<p>HighCom is excited at the opportunity to continue to offer its life-sustaining products to all participating entities in the United States and Canada. After 27 years in business and over 2 million pieces of armor deployed across the globe, HighCom is proud to have never had a failure, penetration, or recall of any of its products deployed with operators.</p> <p>With operations in Columbus Ohio, United States, we are strongly positioned for distribution throughout Canada and in addition to our strong manufacturing and distribution capabilities we maintain a compliance program and team responsible for ITAR AND EAR regulatory compliance procedures and currently engage the largest trade compliance law firm and logistics firm in the United States for export and import compliance management.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	There are no identifiable geographic areas of the United States or Canada that HighCom will not be fully serving through this proposed agreement.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	If awarded an agreement, all account types of Participating Entities will have full access to HighCom Solutions.	*

35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific requirements or restrictions that would apply to participating entities in Hawaii, Alaska, and in US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	HighCom will extend terms of any awarded master agreement to nonprofit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>HighCom Armor's marketing strategy for promoting our participation in the Sourcwell Contract revolves around leveraging our established brand presence, targeted outreach efforts, and engaging content to reach our core audience of law enforcement, military, and first responders. Our approach includes the following key components:</p> <p>Digital Marketing Campaigns:</p> <ul style="list-style-type: none"> - Targeted Email Campaigns - Social Media Engagement - SEO and SEM Initiatives <p>Content Marketing:</p> <ul style="list-style-type: none"> - Educational Webinars and Videos - Case Studies and Testimonials <p>Trade Shows and Events:</p> <ul style="list-style-type: none"> - Participation in Industry Events - Onsite Demonstrations <p>Print and Digital Collateral:</p> <ul style="list-style-type: none"> - Brochures and Flyers - Dedicated Landing Page https://www.highcomarmor.com/how-to-buy/usa/sourcwell-partner/ <p>See Sourcwell Contract marketing materials in the marketing plan uploaded documents folder - Sourcwell-Marketing-Assets</p> <p>HighCom will continue to educate and train its vetted dealer network in utilizing the Sourcwell Contract with participating entities. Here are a few examples of this training: See attached documents located in the Marketing Plan Document upload folder: HighCom-SWMccormick Dealer Flyer, Sourcwell Partner Invitation to Participate, Sourcwell Slides-Partnersv2.</p>	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	HighCom Armor uses advanced technology and digital data to enhance marketing effectiveness by employing targeted social media campaigns, precision metadata usage, and sophisticated analytics. We use customer data platforms (CDPs) to segment our audience and tailor content, while behavioral analytics informs our strategies to optimize the customer journey. Our SEO efforts, combined with personalized content and automated email campaigns, ensure we deliver relevant, engaging messages to our core audience.	*
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?	<p>Sourcwell acts as a trusted partner, enhancing visibility and accessibility of awarded agreements through its extensive network and marketing efforts. By showcasing these contracts and providing resources, Sourcwell makes it easier for public sector entities to procure products efficiently.</p> <p>HighCom Armor will integrate the Sourcwell-awarded agreement by training our sales team to highlight its benefits, such as simplified procurement and pre-negotiated pricing. We'll create targeted marketing materials and a dedicated website section to guide clients through using the agreement, ensuring a seamless purchasing experience.</p>	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>HighCom Armor has developed a robust eCommerce platform designed to provide customers with a seamless and secure online ordering experience. The platform is built with advanced security protocols to protect customer data and ensure safe transactions. It features an intuitive interface that allows users to easily browse products, customize orders, and make purchases directly through the secure portal.</p> <p>The platform is integrated with our backend systems, such as inventory management and order processing, ensuring real-time updates on product availability and order status. Additionally, the portal offers features like account management, order history tracking, and secure payment options, making the online purchasing process straightforward and reliable. This eCommerce solution not only enhances the customer experience but also streamlines our operations, allowing HighCom to efficiently meet the needs of our clients.</p>	*

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

Line Item	Question	Response *	
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41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	HighCom's expert technical team provides comprehensive training on the sizing, proper use, and care of all our products. In addition to this personalized instruction, we offer a wealth of detailed collateral on use, care, and sizing to ensure that our clients have ongoing support. For added convenience, we also provide onsite assistance at participating agencies, offices, and locations worldwide. This support is available both through our in-house team and via trusted third-party uniform shops and dealer partners. Best of all, these valuable services are provided at no additional cost.
42	Describe any technological advances that your proposed Solutions offer.	<p>HighCom Armor partners with the world's leading supply chain and material science innovators, including DSM, DuPont, Honeywell, Barrday, and many others. This collaboration allows us to consistently deliver cutting-edge products that meet the highest standards. Our commitment to excellence is demonstrated by our significant investment in achieving ISO quality certification and BA 9000 certification, solidifying our reputation for quality and trust in the marketplace.</p> <p>We proudly hold numerous NIJ certifications for compliant products and provide unmatched resources for product testing and engineering support to our partners. During Q1 FY24, we took a major step forward with the successful relocation of the groundbreaking XTclave™ technology from Australia to HighCom Armor's facility in Columbus, Ohio. This transition required designing and implementing a new cooling system, shifting from air-based to water-based, to handle the climate extremes in Columbus compared to the previous Adelaide site. The final phase of this move involves constructing a new pressure vessel, certified by the American Society of Mechanical Engineers (ASME). This upgraded vessel, set for delivery at the beginning of Q1 2025, will have a larger capacity than the existing one. However, the order was strategically delayed until our financial position strengthened. Once installed, the re-commissioning of the XTclave™ is expected to be completed by early Q2 2025.</p> <p>The XTclave™ technology is a proven leader in manufacturing ultralight, thin, and exceptionally strong ballistic products, making it ideal for military, government agencies, and specialized police forces. It also excels in producing complex, curved hard armor solutions integrated with ceramic and other materials, offering a customized fit for diverse body types, genders, and applications, including aviation and vehicle armor. With its ability to create intricate contours and superior consolidation, the XTclave™ provides a distinct competitive edge in the U.S. market, delivering stronger, lighter products tailored to modern defense needs.</p>
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Since our initial contract award, HighCom Armor has taken significant steps towards environmental responsibility by achieving ISO 14001:2015 certification, demonstrating our commitment to sustainable practices. This certification, issued by the respected registrar Perry Johnson, reflects our ongoing efforts to minimize environmental impact through improved resource management, waste reduction, and eco-friendly operations. By adhering to these internationally recognized standards, we ensure that our products and services align with global environmental expectations while maintaining the highest quality.

<p>44</p>	<p>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.</p>	<p>Here are some of the green initiatives and sustainability efforts from HighCom Suppliers as of 2024: DSM has been heavily involved in sustainability through its commitment to climate action, including reducing greenhouse gas emissions and promoting renewable energy. DSM's products focus on energy efficiency and sustainable production, with initiatives aligned to the UN Sustainable Development Goals (SDGs). DuPont has made significant progress in sustainable practices, focusing on life-cycle design and energy efficiency in its product innovations. The company has committed to reducing its environmental impact by minimizing water consumption, lowering greenhouse gas emissions, and promoting the circular economy through recycling and waste reduction efforts. Honeywell has committed to carbon neutrality by 2035 across all its operations. The company has already reduced its greenhouse gas emissions intensity by 90% since 2004 and improved energy efficiency by 70%. Their focus includes sustainable aviation fuels, low-global-warming refrigerants, and circular economy solutions to improve material recycling. Barrday focuses on developing sustainable advanced materials, particularly in the defense and composite sectors. Their green initiatives include improving product life-cycle management, material recyclability, and energy-efficient manufacturing processes, which align with modern sustainability standards. Composites One is leading the charge in sustainable composites by providing environmentally friendly products and processes. The company offers eco-friendly resins and fibers, promoting materials with lower emissions and reduced environmental impact. They are also active in the development of renewable energy solutions such as wind turbine components. Industrie Bitossi emphasizes eco-sustainable production in ceramics. They focus on reducing energy consumption, water usage, and emissions in the manufacturing process while also optimizing the use of raw materials to minimize waste. Welch Packaging has built a strong commitment to sustainability by using recycled materials in their packaging solutions and promoting recycling within their operations. Their initiatives include reducing landfill waste and energy consumption, making their operations more environmentally responsible. Advantage Labels has been working on sustainable label solutions by using recyclable materials and reducing energy consumption in production. Their products focus on life-cycle sustainability and minimizing waste.</p> <p>These companies strongly committed to green practices, ranging from energy efficiency and carbon neutrality to waste reduction and sustainable product design.</p>
<p>45</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>HighCom Armor and our subcontract partners provide unique value to Sourcewell participating entities through a highly integrated and cross-functional approach. Our Integrated Product Team model is built on the same principles that drive successful military special operations. This approach, combined with the cooperative purchasing power of Sourcewell, enables HighCom and our distributor network to offer extensive coverage across over 85% of the continental United States, Alaska, Hawaii, and much of Canada. What sets HighCom apart is the deep operational experience embedded within our team, which includes veterans of the military, law enforcement, and first responders. These individuals not only bring technical knowledge but firsthand understanding of the importance of dependable gear. This blend of field expertise and operational know-how is reflected in every solution we provide. HighCom is much more than a typical OEM. We specialize in creating solutions where none previously existed, tackling critical equipment and technology shortfalls. With the integration of up to 8,000 commercial SKUs, we excel at delivering adaptable, kitted solutions that meet the specific needs of end-users while promoting cost savings and logistical simplicity. As a long-standing small business, we've cultivated a lean, agile operational structure that allows us to rapidly adjust to evolving requirements. Our ability to make decisions through cross-functional collaboration enables us to deliver innovative and creative solutions to challenges. Additionally, our partnerships are strategically chosen based on stringent standards, ensuring seamless collaboration and the highest value for our customers.</p> <p>Key highlights of HighCom's:</p> <ul style="list-style-type: none"> • Founded in 1997, operated in the USA • NIJ-certified products across multiple standards, including NIJ 0101.06 and NIJ 0108.01 • Six DEA-compliant rifle armor models • 10-year warranty on NIJ 0101.06 certified rifle armor • \$10 million in product liability insurance • First company globally to achieve BA 9000 certification • ISO 9001:2015 certified and BA 9000:2016 compliant • Monthly production capacity exceeding 20,000 armor pieces • Over a decade of distribution for more than 1 million ballistic armor units under DoD contracts • Extensive distribution network with over 90 OEMs and resellers worldwide • Federal, state, and local law enforcement contracts across the U.S. • GSA Contract in its fourth five-year cycle through 2025 <p>HighCom Armor is committed to delivering tested, proven, and reliable armor solutions to Sourcewell participating entities. With our in-house quality management, dedicated technicians, and expanded sales and government solutions staff, we are uniquely positioned to meet the diverse needs of Sourcewell members.</p>

46	Describe how your products meet applicable National Institute of Justice (NIJ) or industry specific Standards.	HighCom currently has 17 ballistic product Models that Comply with the NIJ Standard-0101.06 for Ballistic-Resistance of Body Armor that can be found on the NIJ compliant product list. https://cjtec.org/compliance-testing-program/compliant-product-lists/ HighCom is capable of testing armor and submits models to be tested and certified via NIJ-approved laboratories. In addition to tested to models HighCom holds certifications for products to the following standards: NIJ 0101.06, NIJ 0101.04, NIJ 0106.01, NIJ 0108.01, NIJ 0115.00, MIL-STD-662F V50, NATO STANAG 2920 FSP, NATO STANAG 4569 Level 1-3, UL 752, HOSDB, DEA and FBI protocols.	*
47	Describe how your company plans to meet future industry standards.	NIJ recently announced the release of new body armor standards, NIJ 0101.07 and 0123.00. HighCom is positioned and ready to submit models to the NIJ Compliance Testing Program for certification under the new standards as soon as NIJ allows submissions. The new standard contains improvements to the testing methods for armor designed for women, perforation-backface deformation testing on soft armor and hard armor plates. See Attached Document-NIJ 0101.07 Overview located in Uploaded additional Document Folder.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
48	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	HighCom is a long-time surviving small business. HighCom appreciates the unparalleled advantages small businesses bring to acquisitions. HighCom operates on a local, state, regional national continuum. All distributor / dealer partners of HighCom are small businesses. The diversity of inclusion spans all the below categories and some that are not represented, such as Alaska Native Corps, Pacific Islander, and others. HighCom Armor is a small business and has many dealer partners in its network with HUB ZONE set asides. See attachment which outlines a list of dealer partners and relevant set asides. See attached document-Dealer_Partner_SetAsides_JCM located in WMBE/MBE/SBE or Related Certificates Document Folder.
49		Minority Business Enterprise (MBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	See attached document-Dealer_Partner_SetAsides_JCM located in WMBE/MBE/SBE or Related Certificates Document Folder.
50		Women Business Enterprise (WBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	See attached document-Dealer_Partner_SetAsides_JCM located in WMBE/MBE/SBE or Related Certificates Document Folder.
51		Disabled-Owned Business Enterprise (DOBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	See attached document-Dealer_Partner_SetAsides_JCM located in WMBE/MBE/SBE or Related Certificates Document Folder.
52		Veteran-Owned Business Enterprise (VBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	See attached document-Dealer_Partner_SetAsides_JCM located in WMBE/MBE/SBE or Related Certificates Document Folder.
53		Service-Disabled Veteran-Owned Business (SDVOB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	See attached document-Dealer_Partner_SetAsides_JCM located in WMBE/MBE/SBE or Related Certificates Document Folder.
54		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	See attached document-Dealer_Partner_SetAsides_JCM located in WMBE/MBE/SBE or Related Certificates Document Folder.
55		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	HighCom nor any of its dealer partners are certified/considered a Small Disadvantaged Business (SDB).
56		Women-Owned Small Business (WOSB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	See attached document-Dealer_Partner_SetAsides_JCM located in WMBE/MBE/SBE or Related Certificates Document Folder.

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.	All Sourcewell Participating Entities will be extended Terms of Net 30 from time of shipment. HighCom accepts the following payment methods: Check, Credit Card, ACH and bank wire.

58	Describe any leasing or financing options available for use by educational or governmental entities.	HighCom is proud to offer leasing and financing options to government and educational entities via NCL Government Capital. NCL is a flexible, Sourcewell-awarded, competitive-bid financing and leasing option for public safety vendors and end users. NCL is a fast and effective procurement solution. I've attached the NCL marketing flyer in Pricing Folder-HighCom NCL-Sourcewell.	*
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.	HighCom utilizes the following standard transaction documents with participating entities in connection with Sourcewell Contract procurement. All files located in the Standard Transaction Document Folder. Files: GFD Sourcewell Quote, CRM SW Contract Example, Sales Terms Jan 2024, Tactical Measuring Form, Trooper K9 Measure Form, Hard Armor Size Guide, HighCom Armor Helmet Size Chart, HighCom Armor Soft Armor Measurement Form, HighCom Armor Solutions W9, Hard Armor Limited Warranty Care and Maintenance Guide, Helmet Limited Warranty Care and Maintenance Guide, Soft Armor Limited Warranty Care and Maintenance Guide, HighCom Cert of Insurance.	*
60	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	HighCom accepts the P-card procurement and payment system at no additional cost to Sourcewell participating entities.	*
61	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	HighCom will offer product category discounts off of MSRP. HighCom manufactured items will be discounted at our MFC (Most Favored Customer) pricing, 30% off MSRP. Non-HighCom manufactured items (sourced products) will be discounted at 10% off MSRP. This pricing includes delivery and related fees. See attached price list in Pricing Folder-091924 HCM Pricing and Sourcewell 091924HCM Price List MPNS.	*
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.	HighCom manufactured products:30% off MSRP Vendor-sourced items: 10% off MSRP See attached file 091924 HCM Pricing in Pricing folder. See attached file Sourcewell_091924_HCM_PricingDetail in Pricing folder.	*
63	Describe any quantity or volume discounts or rebate programs that you offer.	HighCom has experience working with Sourcewell participating entities on choosing the most suitable for mission ballistic armor solutions and providing discounted pricing. HighCom is excited to continue to work with Sourcewell Members to leverage deeper discounts for larger, higher volume orders based on their specific size and scope.	*
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.	Through HighCom's Integrated Product Team (vendors, OEM's, and distributors) there are countless thousands of available products and services to better support Sourcewell participating entities. These are too numerous to list here, but assuredly – can be sourced to provide best value to our customers. HighCom has placed sourced/open market products in the "Vendor" product category and offers a 10% discount to Sourcewell. See document 091924 HCM Pricing in the Pricing Document Folder.	*
65	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There are no additional fees, charges, or costs associated with a purchase that isn't already included in our pricing response to this proposal.	*
66	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All HighCom and Vendor products are priced/quoted as FOB Destination CONUS-Continental United States. Alaska, Hawaii, and Canada are treated as OCONUS and will be priced/quoted as FOB Origin.	*
67	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii and Puerto Rico are considered Outside of the Continental United States, OCONUS, and will be quoted per our government discount rates with our logistics options FedEx and UPS.	*
68	Describe any unique distribution and/or delivery methods or options offered in your proposal.	There are no unique distribution, delivery methods or options offered by HighCom in this proposal.	*

69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	HighCom performs stringent quality assurance processes and received recertification by Perry Johnson Registrar to ISO 9001-2015 and ISO 9000-2016 recertification on July 07, 2023. A copy of this certification is provided. All manufacturing is controlled by our Quality Operations Manual (QOM). During production, HighCom ensures that all customer requirements are validated through a robust Quality Program (supplemented by Quality Manufacturing Plans, In-House Testing, Demonstration, Inspection, and/or Analysis Plans) and externally supported functional testing. Internal shield testing related to this program is conducted via two HighCom-published validation plans. Once Sourcewell (customer) awards the contract, the Configuration Management plan is released for appropriate action. Apart from non-conforming product or customer (Sourcewell) direction, the project specifications & configuration is locked. Internal Testing and Government Compliance - HighCom will comply with any request for Government testing and will provide testing support as needed.
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70	<p>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.</p>	<p>Management Plan. The HighCom contract management plan identifies high level functional elements of this contract. The HCA project/product development process utilizes the Integrated Product Team (IPT) structure. This enables visibility of the project status to the Program Office (Sourcewell), promotes an integrated schedule, and facilitates coordination with vendors, partners, sub-contractors and customers. A dedicated HCA Contract Manager is responsible for cost, schedule, technical and quality control for the project and is the central point of contact for both management and technical matters. The HCA Project Manager delivers periodic status and progress reports, while also facilitating weekly status meetings with the HCA team. The progress reports (monthly, quarterly, and annual reports) provide a periodic review of activities accomplished during the period, upcoming activities, and issues and risks. This process facilitates the project's success by enabling HCA to report progress, keep Sourcewell informed, provide/receive direction, and promptly identify and resolve key issues without jeopardizing the contract performance. The HCA Program Management Approach establishes the foundation for executing this proposed contract. The processes defined by this approach (such as risk management, issue management, quality management, Configuration Management, Performance Reporting, etc.) facilitates the execution of the Sourcewell contract. The HCA Sourcewell Contract Management document defines how the established processes, procedures and tools are applied and are maintained throughout the contract life-cycle. For example, a risk management approach is defined based on the program risk plan that identifies, categorizes, and prioritizes potential project risks specific to the Sourcewell customer. Using a dynamic risk tracking tool and the methods defined and accepted by our Integrated Program Team (IPT), risks are assigned to an appropriate owner who creates a cost-effective risk mitigation/reduction plan.</p> <p>Management Controls.</p> <ul style="list-style-type: none"> • Cost will be monitored on a weekly basis by Tom Kiefer, the Chief Finance Officer (CFO). Any known or suspected variances in total contract or pricelist cost will be reported to the Sourcewell Contracting Officer as immediately as they are recognized, and HCA will collaborate with Sourcewell in resolving the variance and executing a corrective course of action. • Labor Cost Control. HCA performs a weekly review of the upcoming orders, including a review of time sheets and labor costs from internal and external (accountant) to monitor performance against the proposed budget and pricelist. Any budget overages on specific Sub-Tasks or Activities are compared with the total Task budget to determine whether the Task can be completed within budget or if corrective action is required. HCA shall report any known or suspected variances in the monthly progress reports to Sourcewell. • Change in Scope. In the event a change in the scope of work is required by Sourcewell customer, HCA will provide an estimated cost and schedule for accomplishing the request and provide that information to the Sourcewell Contracts Administrator for approval before proceeding. • Cost Control of Supplies, Materials and Services. Quotes from vendors and suppliers will be compared with their line-item budgets. Where quotes are higher than budget, HCA negotiates price prior to issuing a purchase order. If any quote cannot be successfully negotiated, HCA shall determine cost impact of such aggregate variances upon the total equipment budget and if total costs are within budget, HCA shall issue the purchase order(s). Purchase deposits and final payments for each equipment item are invoiced for the month when the cost is incurred. Final cost for each equipment item is entered, with descriptive and identifying information set forth in the HCA project database 	*
71	<p>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.</p>	<p>We, at HighCom value the Sourcewell contract potential, reach, and scope. To this end, we are doubling our previously awarded administrative fee. HighCom proposes a 2% administrative fee (calculated as a percentage of sales) payable to Sourcewell for facilitating, managing, and promoting the Sourcewell contract. Fee to be calculated and remitted per contract terms.</p>	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
72	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	See attachment in Marketing Plan uploaded documents folder- 091924 HCM Pricing

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

Line Item	Question	Response *
73	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>HighCom Armor designs, develops, manufactures and offers for sale the following life sustaining ballistic solutions.</p> <p>HARD ARMOR PLATES- (GUARDIAN™) -NIJ Level IV, Level III, Level IIIA, RF1, RF2, RF3, HG2 and Rifle Special Threat Ballistic inserts. SOFT ARMOR- (TROOPER™) - NIJ Level II, Level IIIA, HG1 and HG2 ballistic inserts. CARRIERS- (TROOPER™)- Scalable and comfortable carriers systems engineered to be compatible with HighCom soft and hard ballistic inserts including concealable (covert) and outer (overt). HELMETS- (STRIKER™)- NIJ Level III, IIIA and HG2 ACH and PASGT Ballistic Helmets and Helmet Accessories. SHIELDS- (BELLFIRE™)- NIJ Level III, IIIA, RF1, RF2, HG2 Ballistic Shields and Shield Accessories. BLANKETS- (STINGRAY™)- NIJ Level IIIA and HG2 Ballistic Blankets. GEAR & ACCESSORIES-Rifle Armor Kit Bags, ID Placards, Pouches, Helmet Rails, Helmet Shrouds, Helmet Suspension Systems, Shield Handles, Shield Lights and various accessories for listed product categories. See attached document: HighCom Armor 2024 Digital Product Catalog Web in Pricing document folder.</p>
74	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>The above listed product categories include the following subcategories:</p> <p>HARD ARMOR PLATES- (GUARDIAN™) Level III/RF1/RF2 Level IV/RF3 Rifle Special Threat Plate Accessories</p> <p>SOFT ARMOR- (TROOPER™) Level II/HG1 Level IIIA/HG2 Spike/Stab Protectors - Groin, Deltoid, Neck/Collar, Yoke, Lower Abdomen, Shoulder Soft Armor Accessories</p> <p>CARRIERS- (TROOPER™) Plate Carriers Concealable/Covert Carriers Outer/Overt Carriers Tactical Carriers K-9 Carriers Carrier Accessories</p> <p>HELMETS- (STRIKER™) ACH PASGT Helmet Accessories - NVG Shrouds, Rail Systems, Ratchet Dial Harness System, Velcro and Bungee Systems</p> <p>SHIELDS- (BELLFIRE™) Level IIIA/HG2 Level III/RF1 Level III/RF2 Shield Accessories - Light Systems, Handle Systems</p> <p>BLANKETS- (STINGRAY™) Level IIIA/HG2</p>

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offering	Offered *	Comments
75	Body armor offering ballistic, stab, blast, or blunt force resistance and protection or a combination thereof, such as:		<input checked="" type="radio"/> Yes <input type="radio"/> No	See attached product category, sub category and accessory price list: Sourcewell 091924 HCM Price List MPNS located in the Pricing document upload folder.
76		Body armor with concealable/covert carriers, or external/overt carriers	<input checked="" type="radio"/> Yes <input type="radio"/> No	See attached product category, sub category and accessory price list:Sourcewell 091924 HCM Price List MPNS located in the Pricing document upload folder.
77		Tactical vests	<input checked="" type="radio"/> Yes <input type="radio"/> No	See attached product category, sub category and accessory price list:Sourcewell 091924 HCM Price List MPNS located in the Pricing document upload folder.
78		Hard and soft armor plates, inserts, panels, and backers	<input checked="" type="radio"/> Yes <input type="radio"/> No	See attached product category, sub category and accessory price list:Sourcewell 091924 HCM Price List MPNS located in the Pricing document upload folder.
79		Bomb or blast-resistant suits	<input type="radio"/> Yes <input checked="" type="radio"/> No	HighCom does not offer Bomb or Blast Resistant Suits. However, our ballistic blankets, helmets, soft and hard armor products are tested and rated against threats that include bomb/explosive fragments.
80		K-9 (and other service animal) protective gear	<input checked="" type="radio"/> Yes <input type="radio"/> No	See attached product category, sub category and accessory price list:Sourcewell 091924 HCM Price List MPNS located in the Pricing document upload folder.
81		Other protective armor including shields, helmets, ballistic blankets, and ballistic backpacks	<input checked="" type="radio"/> Yes <input type="radio"/> No	See attached product category, sub category and accessory price list:Sourcewell 091924 HCM Price List MPNS located in the Pricing document upload folder.
82	Proposers may include accessories, equipment, and services related to their offering of body armor described in lines 75-81 above to the extent that these solutions are complementary to the offering of the body armor being proposed		<input checked="" type="radio"/> Yes <input type="radio"/> No	See attached product category, sub category and accessory price list:Sourcewell 091924 HCM Price List MPNS located in the Pricing document upload folder.

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

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

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - Pricing.zip - Tuesday September 17, 2024 07:56:46
 - [Financial Strength and Stability](#) - Financial Strength and Stability Docs.zip - Tuesday September 17, 2024 07:58:47
 - [Marketing Plan/Samples](#) - Marketing Plan_Samples.zip - Tuesday September 17, 2024 08:12:27
 - [WMBE/MBE/SBE or Related Certificates](#) - WMBE_MBE_SBE or Related Certificates.zip - Tuesday September 17, 2024 07:55:20
 - [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Tuesday September 17, 2024 08:15:07
 - [Upload Additional Document](#) - Uploaded Additional Document.zip - Tuesday September 17, 2024 08:16:07
 - 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. - Sally Nordeen, CEO, HighCom Armor Solutions, 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