

**MASTER AGREEMENT #102325****CATEGORY: Public Safety Training and Simulation Equipment and Technology****SUPPLIER: Action Target 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 Action Target Inc., 3411 S. Mountain Vista Pkwy., Provo, UT 84606 (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 February 13, 2030, unless it is cancelled or extended as defined in this Agreement.
1. **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.
  2. **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #102325 to Participating Entities. In Scope solutions include:
1. Sourcewell is seeking proposals for Public Safety Training and Simulation Equipment and Technology, including but not limited to:
    - a. Facilities, structures (fixed or mobile);
    - b. Equipment, props, supplies, rentals, and consumables;
    - c. Augmented or virtual reality, interactive, and digital simulation technology and related software, hardware, and equipment;
    - d. Instructional, educational, training programs, incident-based training, and learning management systems with directly related materials and supplies; and,
    - e. Services, equipment, and software directly related to the offering of the solutions described in Sections 1. a. – d. above, including design, installation, maintenance, repair, training, integration, support, and customization.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

**13) Supplier Representations:**

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

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

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

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

- a. **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.

- b. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by 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.
- c. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, 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.
- d. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to

Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

- e. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.
- f. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. 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.
- g. **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).
- h. **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.
- i. **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.

- j. **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.
- k. **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.
- l. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- m. **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.
- n. **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.
- o. **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.
- p. **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.
- q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcwell, 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, Sourcwell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

- r. **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.
- s. **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.
- t. **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.
    - \$1,000,000 each occurrence Bodily Injury and Property Damage
    - \$1,000,000 Personal and Advertising Injury
    - \$2,000,000 aggregate for products liability-completed operations
    - \$2,000,000 general aggregate
  - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
  - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
  - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses

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

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

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

### **Article 3: Supplier Obligations to Participating Entities**

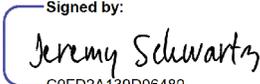
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

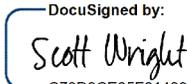
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within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

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

Sourcewell

Action Target Inc.

Signed by:  
  
 C0FD2A139D06489...  
 By: \_\_\_\_\_  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 2/15/2026 | 1:22 PM CST

DocuSigned by:  
  
 C70D9CE85F61488...  
 By: \_\_\_\_\_  
 Scott Wright  
 Title: CFO  
 Date: 2/14/2026 | 4:28 PM PST

# RFP 102325 - Public Safety Training and Simulation Equipment and Technology

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## Vendor Details

Company Name: Action Target Inc  
Does your company conduct business under any other name? If yes, please state: ATI  
Address: 3411 S Mountain Vista Parkway  
Provo, Utah 84606  
Contact: Jennifer Ware  
Email: jware@actiontarget.com  
Phone: 801-705-9181  
Fax: 801-377-8096  
HST#: 26-2492705

## Submission Details

Created On: Monday September 15, 2025 12:36:01  
Submitted On: Wednesday October 22, 2025 11:22:11  
Submitted By: Jennifer Ware  
Email: jware@actiontarget.com  
Transaction #: fcb2bcf-2694-42dc-9de4-8df3d9c55284  
Submitter's IP Address: 147.243.119.15

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**Specifications**

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

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

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

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Action Target 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).	Action Target
4	Provide your CAGE code or Unique Entity Identifier (SAM):	F75LMLT8CGM5
5	Provide your NAICS code applicable to Solutions proposed.	332999, 332312, 332313, 333319, 333518, 423490
6	Proposer Physical Address:	3411 Mountain Vista Pkwy Provo, UT, 84606
7	Proposer website address (or addresses):	www.actiontarget.com and www.shop.actiontarget.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):	Scott Wright – CFO – 3411 Mountain Vista Pkwy Provo, UT, 84606 – swright@actiontarget.com - (801) 705-9181
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tyler Mousser – Northeast Territory Manager – 3411 Mountain Vista Pkwy Provo, UT, 84606 – tmousser@actiontarget.com - (801) 396-1246
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jennifer Ware – Executive Assistant – 3411 Mountain Vista Pkwy Provo, UT, 84606 – jware@actiontarget.com - (801) 705-9181  Kevin Tomaszewski – Senior VP & General Manager – 3411 Mountain Vista Pkwy Provo, UT, 84606 - (801) 705-9181  David Blocker – Associate Range Sales Consultant – 3411 Mountain Vista Pkwy Provo, UT, 84604 – dblocker@actiontarget.com - (801) 396-1203  Brooklyn Hale – Associate Range Sales Consultant – 3411 Mountain Vista Pkwy Provo, UT, 84606 – bhale@actiontarget.com - (801) 396-1219

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

Line Item	Question	Response *
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<p>11</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>A wholly owned subsidiary of Safety Training Solutions and headquartered in Provo, Utah, Action Target has redefined shooting range design, installation and operation for law enforcement, military, and commercial clients. We combine innovation and expertise to engineer advanced firearms training technology while applying operational experience to address today's training challenges, all supported by industry-leading service and customer support.</p> <p>Action Target's business is organized into three integrated units: Core Range Products, After Market Services (AMS), and our Online Store. Each unit works collaboratively to deliver comprehensive, industry-leading solutions. Where appropriate, we will address each question by unit to provide clear context regarding our ability to meet the needs of Sourcewell participating entities.</p> <p>Founded in 1986, Action Target's first project involved creating a specialized pneumatic turning-target system for the Provo Police Department's training curriculum. Soon thereafter, we began applying armor-steel engineering to develop patented innovations, including the steel bullet trap known today as the Total Containment Trap™. This system efficiently collects spent rounds and lead particulates, providing an eco-friendly, low-maintenance solution that has transformed how range operators approach bullet containment, target retrieval, and portable steel targets.</p> <p>The Total Containment Trap™ and subsequent innovations set a new standard for shooting range technology, expanding from law enforcement to commercial, military, and residential applications. In 1995, Action Target further advanced firearms training with the development of the Modular Armored Tactical Combat (MATCH™) shoot house, offering a ballistic live-fire environment for close-quarters (CQB) instruction and scenario-based training. This foundation continues to fuel our growth as we deliver specialized solutions to commercial range owners, law enforcement agencies, and military organizations worldwide.</p> <p>Today, Action Target provides start-to-finish solutions for firearm owners, police officers, and military personnel. Our services encompass every step, from initial range design and engineering to manufacturing, product development, and final installation. We design, manufacture, and install turnkey and custom shooting ranges, tactical combat houses, and portable steel targets to support versatile firearms training needs.</p> <p>Through Action Target Shop, our online store, customers have convenient access to a full range of steel, paper, and cardboard targets, range inventory, cleaning supplies, personal protective equipment, and other essential training tools.</p> <p>Action Target is built on the strength of a dedicated team of experienced executives, skilled engineers and machinists, knowledgeable sales representatives, and committed customer service technicians. This team ensures unmatched support before, during, and after the sale, delivering a seamless customer experience.</p> <p>Our company mission reflects our commitment to both innovation and training excellence: "As shooting enthusiasts ourselves, we use the entrepreneurial spirit of our team and the market-leading position of our company to build the best shooting ranges possible and create the ultimate shooting experience for gun owners around the world."</p>
<p>12</p>	<p>What are your company's expectations in the event of an award?</p>	<p>In the event of an award, Action Target looks forward to the opportunity to expand our service to law enforcement agencies, educational institutions, and other participating entities across the Sourcewell network. We view this partnership as a meaningful avenue to provide access to modern, innovative training environments that elevate the safety, preparedness, and effectiveness of today's officers and trainees.</p> <p>Many police departments and training centers across the country continue to rely on equipment and training methodologies that are decades old. Through this cooperative contract, Action Target seeks to help these organizations modernize their facilities with advanced range systems, realistic training solutions, and integrated technologies that better prepare officers for the challenges they face in the field. Our goal is to empower agencies and educators to provide safer, more effective training that not only enhances operational performance but also protects the lives of those who serve their communities.</p> <p>Ultimately, our expectation is to build lasting partnerships with Sourcewell members based on trust, reliability, and shared purpose. By delivering world-class products, comprehensive support, and proven expertise, Action Target is committed to helping participating entities achieve their mission of safety, readiness, and professional excellence.</p>

<p>13</p>	<p>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>	<p>Action Target has established a proven record of financial strength and long-term stability, supported by more than four decades of successful operations in the design, manufacturing, and installation of shooting range systems. Since our founding, we have completed over 3,000 range installations worldwide and continue to serve a broad customer base that includes all branches of the U.S. military, U.S. and Canadian law enforcement agencies.</p> <p>Each year, Action Target successfully delivers more than 100 new range facilities, demonstrating our ability to manage complex, large-scale projects with precision and fiscal responsibility. At any given time, we maintain over 200 active shooting range projects with a combined contract value exceeding \$180 million USD. This sustained level of performance reflects our strong operational capacity, disciplined project management, and reliable financial oversight.</p> <p>Action Target's annual revenues exceed \$70 million USD, and the company consistently delivers projects on or below budget. We are backed by a private equity fund with over \$1 billion USD raised, providing significant financial backing and strategic resources to support continued growth and innovation. In addition, Action Target maintains robust banking relationships, including a \$5 million USD line of credit, further reinforcing our liquidity and ability to support large-scale, multi-phase projects across multiple customer segments.</p> <p>Together, these factors demonstrate that Action Target possesses the financial strength, operational stability, and institutional backing required to successfully execute Sourcewell projects of any scope and scale. Supporting documentation will be provided in the designated upload section to further substantiate our financial capability and performance record.</p>
<p>14</p>	<p>What is your US market share for the Solutions that you are proposing?</p>	<p>Action Target is recognized as the industry leader in live-fire range design, equipment manufacturing, and turnkey installation across the United States. Our proven track record and longstanding partnerships with law enforcement, military, and commercial range operators have positioned us as the most trusted name in firearms training solutions.</p> <p>Within our Core Range Sales division, Action Target commands an estimated 80% share of the U.S. market, reflecting our unmatched experience, innovation, and reliability in range design and construction.</p> <p>Our Aftermarket Services division supports approximately 60% of all Action Target-built ranges nationwide, providing ongoing maintenance, system upgrades, and range enhancements that ensure continued performance, safety, and compliance.</p> <p>Through our Action Target Online Store, we serve a broader community of commercial ranges, law enforcement agencies, and individual firearm enthusiasts, representing approximately 25% of the U.S. market for range consumables, targets, and training accessories.</p> <p>Together, these divisions reflect Action Target's enduring commitment to quality, innovation, and customer trust—defining the standard for modern firearms training environments across the country.</p>
<p>15</p>	<p>What is your Canadian market share for the Solutions that you are proposing?</p>	<p>Action Target maintains a strong and growing presence within the Canadian market, where our reputation for quality, reliability, and performance has made us a trusted partner for law enforcement and government agencies. While specific market share data is difficult to quantify due to the unique regulatory environment surrounding range construction and firearms training facilities in Canada, Action Target has completed numerous high-profile projects across the country, including multiple installations for the Royal Canadian Mounted Police (RCMP) and various provincial and municipal law enforcement agencies.</p> <p>Canada's stringent firearms and range development regulations naturally limit the total number of new range projects completed each year. Despite these challenges, Action Target continues to be recognized as a leading provider of advanced training environments that meet or exceed all applicable safety and environmental standards. Our experience navigating these regulations, combined with our engineering expertise and proven performance, enables us to deliver exceptional, fully compliant range solutions for Canadian clients.</p> <p>Through continued collaboration with law enforcement organizations and government partners, Action Target remains committed to supporting the training and readiness of Canada's public safety professionals with the same dedication and innovation that define our work in the United States.</p>

16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None.
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>Action Target is a manufacturer and full-service provider that maintains complete control over every stage of the customer experience, from initial consultation through long-term maintenance and support. All aspects of our projects, including sales, project management, engineering, manufacturing, shipping, and installation, are managed and performed by Action Target employees. This vertically integrated structure allows us to ensure consistency, accountability, and quality across every phase of the project, eliminating the variability often associated with third party contractors or dealer networks.</p> <p>Our Core Business Unit manages projects from conception through final installation. Sales representatives and project managers work directly with each customer to define requirements, develop custom solutions, and oversee the buildout to completion. These teams collaborate closely with our in-house engineers, designers, and manufacturing personnel to ensure each range is delivered on time, within budget, and in full compliance with performance and safety standards.</p> <p>Following installation, our Aftermarket Services (AMS) team provides ongoing support to maintain and enhance range operations throughout its lifespan. This dedicated division includes its own sales staff and a nationwide network of Action Target employed field technicians who perform maintenance visits, provide replacement parts, and manage recycling and hazardous waste disposal programs. Because these technicians are direct employees, not third party contractors, they uphold the same high standards of service and expertise that define Action Target's core operations.</p> <p>This integrated, employee driven model ensures that every range built by Action Target benefits from the same level of precision, reliability, and long-term support, resulting in a seamless customer experience from project inception through the life of the facility.</p>
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Action Target maintains all required licenses and certifications necessary to design, manufacture, and install its range equipment and training solutions in full compliance with industry standards and applicable regulations. These certifications and credentials reflect the company's longstanding commitment to quality, safety, and professional integrity in every aspect of its operations.</p> <p>Action Target products hold UL ballistic certifications and IPO certifications, confirming adherence to rigorous performance and safety standards. The company's manufacturing processes are ISO 9001 certified and compliant, ensuring consistency, traceability, and continuous improvement across all production activities. In addition, Action Target materials are UL 572 certified, with ballistic protection ratings ranging from Level 3 to Level 7 depending on the specific application. These certifications ensure that all components meet or exceed recognized standards for durability, safety, and performance in live fire environments.</p> <p>Action Target also maintains strict compliance with Occupational Safety and Health Administration requirements, including OSHA Standard 1910.136 (a), which governs protective equipment and workplace safety. This adherence underscores the company's dedication to the well-being of its employees, partners, and clients throughout every phase of production and installation.</p> <p>From a regulatory standpoint, Action Target holds active business licenses in numerous states across the United States, including Alabama, Arizona, California, Connecticut, Delaware, Florida, Hawaii, Idaho, Indiana, Kansas, Louisiana, Minnesota, Montana, Nebraska, New Jersey, Oregon, South Carolina, Utah, Virginia, Washington, and West Virginia. This extensive licensing framework allows the company to operate seamlessly across multiple jurisdictions and efficiently deliver products and services to public safety and educational institutions nationwide.</p> <p>When a specific project requires additional or specialized licenses, Action Target is fully capable of obtaining the necessary credentials promptly to ensure compliance with local, state, and federal regulations. This proactive approach reflects the company's commitment to transparency, accountability, and the highest professional standards in pursuit of the business contemplated by this RFP.</p>

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	None.	*
21	What percentage of your sales are to the governmental sector in the past three years?	<p>Over the past three years, Action Target’s sales to the governmental sector have represented a significant portion of our overall business. Within our Core Range Division, governmental customers accounted for approximately 55 percent in 2022, 60.5 percent in 2023, and 66 percent in 2024. This steady increase reflects the continued confidence of government clients in Action Target’s ability to design, manufacture, and install world-class training environments that meet strict performance and safety standards.</p> <p>Our Aftermarket Services (AMS) Division has also experienced sustained growth within the governmental sector. Government-related maintenance, service, and parts contracts represented 82 percent of AMS sales in both 2022 and 2023, increasing to 89 percent in 2024. This consistent level of engagement demonstrates the trust our public safety and defense partners place in Action Target to provide ongoing range support, maintenance, and operational continuity long after initial installation.</p> <p>Additionally, our Action Target Store, which supplies paper and cardboard targets, steel targets, range consumables, and safety equipment, continues to serve a large base of governmental customers. Sales to these entities represented approximately 45 percent in 2022, 52 percent in 2023, and 54 percent in 2024.</p> <p>Collectively, these figures highlight Action Target’s long-standing commitment to supporting the readiness and safety of law enforcement, military, and government personnel. Through reliable products, comprehensive maintenance programs, and responsive service, Action Target continues to be a trusted partner in advancing the mission of public safety across the nation.</p>	*
22	What percentage of your sales are to the education sector in the past three years?	<p>Action Target is proud to support the educational sector through partnerships with police training academies, community colleges, and other institutions focused on public safety instruction. For the purposes of this RFP, these entities represent our education sector customers.</p> <p>Within our Core Range Division, education-related sales accounted for approximately 5 percent in 2022, 6 percent in 2023, and 6.5 percent in 2024, reflecting steady growth in this segment. Our Action Target Store has also served a variety of educational programs, with sales representing 5 percent in 2022, 3.5 percent in 2023, and 2.25 percent in 2024.</p> <p>Through these relationships, Action Target continues to support the training and development of future law enforcement professionals by providing advanced range systems, training equipment, and supplies that promote safety, efficiency, and excellence in instruction.</p>	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>Action Target currently maintains one active state cooperative purchasing agreement under the CoStar program for the State of Pennsylvania. This agreement facilitates streamlined procurement for participating public agencies and institutions, allowing them to access Action Target’s full range of range equipment, training systems, and support services under pre-negotiated terms and pricing.</p> <p>Over the past three years, annual sales volume through the CoStar agreement has averaged approximately \$844,000. This contract has proven to be an effective and transparent procurement vehicle, enabling Pennsylvania agencies to efficiently acquire high-quality, mission-critical training solutions while ensuring compliance with state purchasing requirements.</p> <p>At this time, Action Target does not utilize additional state or cooperative purchasing agreements outside of the CoStar program. However, the company remains open and willing to expand its cooperative contract participation as opportunities arise, particularly when doing so enhances accessibility for law enforcement, military, and educational entities seeking reliable, turnkey range and training solutions.</p>	*

24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Action Target proudly serves government and military customers through its active General Services Administration (GSA) Contract, number GS-07F-0482Y. This contract allows federal, state, and local agencies to procure Action Target's complete range of live fire training solutions, range equipment, and maintenance services under preapproved pricing and terms. By utilizing this streamlined purchasing vehicle, agencies can ensure full compliance with federal procurement standards while gaining access to industry-leading products and support.</p> <p>Over the past three years, Action Targets GSA contract has generated consistent and growing sales, reflecting the trust and continued partnership of our government customers. Annual sales under this contract have totaled approximately \$1.8 million in 2024, \$1.5 million in 2023, and \$2.1 million in 2022.</p> <p>At this time, the GSA Schedule remains the only federal purchasing contract utilized by Action Target. This focused approach allows us to dedicate resources toward maintaining compliance, providing exceptional service to our government clients, and continually improving the efficiency and value of our offerings under the GSA program.</p>
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**Table 2B: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
Rosemount PD, MN	Chief Mikael Dahlstrom	(651) 322-3131
Gilbert PD, AZ	Ryan Barnhart	(480) 239-3148
Boone County Sheriff's Office, MO	Sheriff Dwayne Carey	(573) 875-1111
Broward County Sheriff's Office, FL	Andrew Baker	(954) 831-8226
Scottsdale PD, AZ	Sgt. Dan Serbalik	(518) 701-3389

**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 *
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<p>26</p>	<p>Sales force.</p>	<p>Action Target's sales organization is structured to provide personalized, knowledgeable, and locally responsive service to every customer. This structure ensures that each client, whether a law enforcement agency, educational institution, or commercial range operator, receives dedicated expertise and consistent support from project conception through the life of their range.</p> <p>The Core Range Team consists of four Territory Managers and two Sales Associates who collectively bring more than 60 years of industry experience. Each Territory Manager is responsible for a defined geographic region and travels frequently within their territory to meet clients in person, conduct site visits, and provide on-site consultations. This regional focus allows each manager to build long-term relationships with local agencies, understanding their specific training requirements, environmental considerations, and operational preferences.</p> <p>Action Target's sales force offers a wide range of services, including complimentary consultation on new and existing range projects, preliminary design guidance, budget development, proposal preparation, contract negotiation, and execution. Territory Managers also represent Action Target at national and regional industry trade shows and professional events, where they provide expert insight and connect directly with customers to discuss upcoming projects and innovations.</p> <p>By maintaining a strong in person presence and understanding the nuances of their territories, our sales professionals ensure that every range design reflects the local customs and training methodologies of the end users. They work closely with Action Target's in-house project management, engineering, and Aftermarket Services teams to deliver a seamless and personalized customer experience. Any member of the sales team is always willing to assist where needed, reinforcing the company's collaborative and service-oriented culture.</p> <p>Action Target views every customer relationship as a partnership rather than a transaction, and this philosophy drives the way our team conducts business. From first consultation through final installation, our Territory Managers are trusted advisors who remain actively engaged in ensuring client satisfaction and long-term success.</p> <p>The Aftermarket Services (AMS) Team mirrors this structure, with dedicated Territory Managers responsible for maintaining strong, ongoing relationships within their assigned regions. These managers regularly visit ranges to ensure customer satisfaction, evaluate performance, and coordinate maintenance services. Each AMS manager is supported by a Project Manager who assists with parts replacement, service scheduling, and system upgrades, ensuring prompt and efficient support.</p> <p>The Action Target Online Store completes our sales network, supported by a team of approximately seven sales representatives who manage accounts, oversee purchasing, and assist customers directly. Clients may purchase consumables, targets, and range supplies directly through the online platform or work with one of our dedicated representatives for personalized account management and order assistance.</p> <p>Together, these three divisions form a unified and customer focused sales organization that embodies Action Target's commitment to professionalism, responsiveness, and partnership. This structure ensures that every client, regardless of size or location, receives the same level of expertise, care, and long-term support that define Action Target's industry leadership.</p>
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<p>27</p>	<p>Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.</p>	<p>Action Target delivers its products and services through a carefully managed network designed to ensure accessibility, consistency, and quality for every customer. While Action Target's Core and Aftermarket Services (AMS) teams occasionally utilize a select group of authorized distributors and resellers to extend the reach of our products, all procurement and project management activities are directed and overseen by Action Target employees. This structure ensures that every customer benefits from the same high level of expertise, accountability, and service regardless of how the purchase is initiated.</p> <p>Our authorized resellers and distribution partners primarily assist in making Action Target's range equipment, steel targets, and consumables accessible to a broader base of law enforcement, military, and commercial range customers. These partners operate under the guidance of our internal sales organization to maintain pricing integrity, product quality, and compliance with Action Target's technical standards.</p> <p>Even when a customer's order originates through a distributor or reseller, an Action Target representative remains directly involved throughout the process. This representative becomes an active member of the project team, ensuring smooth coordination between all parties and a seamless experience for the end user. From consultation and design to delivery and installation, Action Target's internal sales and project management teams provide hands-on oversight to guarantee that the customer's needs are fully met.</p> <p>This hybrid model of direct engagement supported by an authorized distribution network allows Action Target to maintain strong relationships with customers while expanding the availability of our products to agencies and organizations across North America. It also reinforces our commitment to a consistent, high-quality experience that reflects the professionalism and reliability associated with the Action Target brand.</p>
<p>28</p>	<p>Service force.</p>	<p>Action Target's Aftermarket Services (AMS) team serves as a cornerstone of long-term customer satisfaction, providing comprehensive support well beyond the completion of a project. Headquartered in Provo, Utah, the AMS team operates nationwide to deliver troubleshooting, maintenance, and repair services for clients across the United States. Central to their capability is the SmartRange AXIS range control system—Action Target's proprietary platform that allows for instant service ticket submission and remote diagnostics. This technology enables rapid response and resolution, minimizes downtime, and enhances the overall ownership experience for every customer.</p> <p>The AMS organization is structured into three dedicated groups: customer service representatives, technical support specialists, and field service technicians. The customer service team manages day-to-day inquiries, processes orders from the Action Target online store, and ensures that client requests are routed efficiently to the appropriate department. The technical support specialists provide around-the-clock assistance with an average response time of less than 24 hours. Through remote troubleshooting, expedited parts replacement, and guided installations, they ensure that most issues are resolved quickly and effectively. When on-site support is required, the team dispatches trained technicians to deliver hands-on service and maintain the highest performance standards for every range system.</p> <p>Located strategically throughout the country, AMS field technicians maintain regular communication with customers to provide in-person assessments, preventative maintenance, and technical repairs. Their ongoing presence fosters lasting relationships built on reliability, transparency, and expertise. The AMS team works closely with the Core Range Sales Territory Managers to ensure clients remain informed and supported throughout the life of their range. This coordinated and customer-focused approach reflects Action Target's commitment to partnership—ensuring that every client continues to receive the full benefit of our experience, innovation, and service long after their range becomes operational.</p>

<p>29</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>At Action Target, every project begins with a strategic and consultative approach designed to deliver a seamless experience from initial inquiry to final commissioning. The process starts with lead generation through a combination of inbound marketing, outbound outreach, and industry engagement. Once a qualified opportunity is identified, the Core Range or Aftermarket Sales team works directly with the client to assess their needs, define project goals, and develop a detailed proposal that aligns with their operational and training objectives.</p> <p>Upon contract award, the project transitions to the Project Management team for execution. A dedicated Project Manager is assigned as the client's single point of contact throughout the process, ensuring clear communication and accountability. Site visits are conducted as needed to obtain precise measurements and to coordinate with architects, contractors, and other project stakeholders. This information is used by Action Target's Drafting Team to create comprehensive 100 percent submittal drawings, which are reviewed and refined in collaboration with the client until final design approval is achieved.</p> <p>Following approval, the project moves into the Manufacturing Phase. All range components are fabricated in house at Action Target's state of the art facility under stringent quality control standards. This ensures every element meets the highest benchmarks for safety, performance, and durability. Once manufacturing is complete, materials are packaged, shipped, and scheduled for installation according to project timelines.</p> <p>Installation and commissioning are performed by Action Target's experienced field teams in accordance with contract specifications. Each system is assembled, tested, and verified to ensure full functionality and compliance with all performance requirements. From the first consultation through final handover, Action Target's integrated process ensures precision, consistency, and client satisfaction, delivering a complete, end to end range solution built to perform for years to come.</p>
<p>30</p>	<p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>At Action Target, customer service is a cornerstone of our commitment to long-term client satisfaction and operational excellence. Our dedicated support team is available during standard business hours and maintains a guaranteed response time of within 24 hours for all inquiries submitted by phone or email. This team administers our industry-leading Three-Year Trusted Partner Warranty using a structured, solutions-focused approach to identify root causes and deliver timely resolutions. For complex or high-priority issues, escalation protocols provide for direct involvement from the Customer Service Director, including on-site visits when necessary, ensuring personalized and hands-on support. This proactive approach helps minimize downtime and maintain continuous operational efficiency for every client.</p> <p>All customer service tickets are tracked and reported to the Vice President who manages the Aftermarket Services business unit. Action Target leverages these metrics not only to monitor response times, but also to identify patterns and address potential equipment concerns in future designs. This approach allows us to resolve localized issues proactively, often before they affect our broader customer base.</p> <p>In addition to warranty and technical support, the customer service team assists with quoting and processing orders through the Action Target Store, providing seamless access to parts, targets, and range supplies. Our representatives are equipped with the tools, knowledge, and authority to meet or exceed service expectations, ensuring each client receives professional and responsive support. The Action Target customer service program is built not only on resolving issues, but on delivering consistent, proactive engagement that strengthens the long-term partnership between our company and every client we serve.</p>

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>Action Target is fully committed and eager to provide our products and services to Sourcewell participating entities. We view this partnership as an opportunity to extend the benefits of our industry-leading range solutions, firearms training technology, and aftermarket services to a broader network of public safety organizations and educational institutions. Our solutions are an ideal fit for Sourcewell's customers because they combine turnkey design, in-house manufacturing, and professional installation with ongoing support, creating comprehensive, reliable, and safe training environments.</p> <p>We recognize that the scope and quality of our products directly affect the long-term safety of the individuals who rely on these training facilities. That responsibility motivates our commitment to making our solutions readily available to Sourcewell members. By providing advanced range systems, tactical training environments, consumables, and maintenance services, Action Target helps ensure that officers, students, and public safety personnel are trained in safe, efficient, and realistic conditions.</p> <p>Our unique ability to deliver these services stems from our vertically integrated model and highly experienced team. From initial consultation and design to fabrication, installation, and long-term support through our Core Range, Aftermarket Services, and Online Store divisions, every project is managed by Action Target employees with expertise in every aspect of the process. This approach ensures quality, consistency, and accountability, while our nationwide network of Territory Managers, project managers, and service technicians enables us to provide responsive, personalized attention to each Sourcewell participating entity.</p> <p>Action Target views our relationship with Sourcewell members as a true partnership, one that prioritizes safety, operational readiness, and long-term value. We are fully prepared and willing to leverage our experience, capabilities, and innovative solutions to support the needs of Sourcewell participating entities, ensuring they receive the highest level of service and the safest, most effective training environments possible.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Action Target is fully capable and committed to providing its complete suite of products and services to Sourcewell participating entities in Canada. Canadian clients have access to the same advanced shooting range equipment, custom design consultation, project management, and aftermarket support that have defined Action Target's operations across North America. Every project benefits from the same high standards of quality, safety, and performance that our U.S. clients have come to expect.</p> <p>While the size and composition of installation teams may be adjusted to accommodate logistical considerations, Action Target remains fully equipped to execute projects in Canada without compromising scope or quality. When necessary, we coordinate with trusted local resources to ensure that all installation and commissioning activities meet our rigorous safety and performance standards.</p> <p>Action Target also possesses the expertise and experience to obtain all required licenses, permits, and certifications for operation within Canadian jurisdictions. With a strong track record of navigating cross-border compliance requirements, including successful projects with the RCMP and other Canadian agencies, Action Target provides Canadian entities with a dependable, turnkey solution for live-fire range projects, ensuring seamless delivery and long-term operational success.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Action Target has the capacity to serve all geographic areas of the United States and Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	None.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Shipping to Hawaii, Alaska, and U.S. territories requires advance coordination on the terms and conditions of shipment prior to contract execution. These arrangements ensure that logistical, timing, and cost considerations are fully addressed while maintaining Action Target's standards for safe and secure delivery.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	No.	*

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

Line Item	Question	Response *
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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>Action Target will implement a comprehensive, multi-channel marketing strategy to promote the Sourcewell contract and ensure maximum visibility among law enforcement agencies, government organizations, and other eligible entities. The focus of this campaign will be on communicating the accessibility, cost efficiencies, and simplified procurement benefits made possible through the Sourcewell partnership.</p> <p>Promotion efforts will include a strong presence at industry events such as the SHOT Show, the International Association of Chiefs of Police (IACP) Conference, regional law enforcement expositions, and Action Target's own Range Design and Development Seminars. These venues provide direct engagement with decision-makers and end users who can benefit from the contract.</p> <p>Targeted email campaigns will reach Action Target's extensive subscriber network with contract announcements, detailed product overviews, and real-world case studies, supported by clear calls to action for quotes or consultations. Complementary outreach will occur through Action Target's social media channels, featuring promotional content such as infographics, videos, and success stories highlighting the value of the Sourcewell partnership.</p> <p>In addition, Action Target will launch a dedicated Sourcewell landing page featuring contract details, benefits, and contact information. The page will be supported by SEO-optimized content to improve discoverability and serve as an informative hub for Sourcewell members seeking streamlined purchasing options through Action Target.</p>	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Action Target strategically leverages technology and digital data to enhance marketing effectiveness and strengthen engagement with its target audiences. Through a combination of search engine marketing, digital advertising, and an active social media presence, Action Target showcases its range projects, innovative equipment such as wireless target retrievers and bullet traps, and honors significant events like Memorial Day and Armed Forces Day to connect authentically with the shooting range community.</p> <p>These efforts reach thousands of law enforcement agencies and government organizations across the country, allowing Action Target to communicate directly with the professionals who benefit most from its products and services. This established digital network will also extend valuable exposure to the Sourcewell partnership, amplifying awareness of the cooperative purchasing advantages available to participating entities.</p> <p>Metadata and analytics are utilized to categorize content, improve search visibility, and refine audience targeting. This data-driven approach ensures that marketing messages are precise, relevant, and timely—driving higher visibility, stronger engagement, and measurable results for both Action Target and Sourcewell.</p>	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Action Target views Sourcewell as a trusted partner in promoting cooperative purchasing solutions that simplify procurement and deliver exceptional value to participating entities. Sourcewell's role in this partnership is to provide a well-established contracting platform that helps law enforcement and government agencies access Action Target's products and services efficiently, without the administrative burden of traditional bid processes.</p> <p>Action Target will fully integrate the Sourcewell-awarded agreement into its existing sales process, ensuring that every customer interaction includes education on the benefits of purchasing through Sourcewell. Our sales approach typically begins with long-term engagement—often years before a project is approved—as we work with law enforcement agencies that are upgrading existing facilities or planning new range developments. This consultative approach allows our Territory Managers to introduce Sourcewell early in the planning stages and encourage agencies to take advantage of its streamlined purchasing options.</p> <p>Our After Market Services (AMS) team will also actively promote Sourcewell during their nationwide sales trips. AMS Territory Managers travel extensively, visiting numerous law enforcement agencies each month to provide on-site consultations and support. These personal interactions, combined with Action Target's long-standing relationships across the law enforcement community, will ensure that Sourcewell's cooperative purchasing benefits are consistently communicated and effectively integrated into every stage of our sales and customer engagement process.</p>	*

40	<p>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>	<p>Yes. Action Target offers e-procurement capabilities through our online store at shop.actiontarget.com, which allows customers to conveniently purchase range consumables and accessories directly through a secure and efficient ordering platform. The system is designed to support the needs of governmental and educational customers, providing an accessible and transparent purchasing experience.</p> <p>Customers can complete purchases directly online or, if preferred, utilize purchase orders for added administrative flexibility. To ensure smooth and timely order fulfillment, Action Target maintains a dedicated e-commerce support team of five representatives who specialize in managing online transactions and assisting customers with questions or special requests.</p> <p>All consumable products—including paper and cardboard targets and related range materials—are warehoused, packaged, and shipped directly by Action Target’s logistics team from our Minnesota facility. This vertically integrated process gives us complete control from order placement through delivery, ensuring reliability, accuracy, and quality in every shipment.</p>
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**Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)**

Line Item	Question	Response *
41	<p>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.</p>	<p>Action Target provides comprehensive training programs to ensure that Sourcewell participating entities can confidently operate and maintain their shooting range equipment. Standard training is included at no additional cost for all new range builds and retrofit projects. Upon project completion, an Action Target representative spends a full day on site with the customer, providing hands on instruction specific to the installed systems such as target retrievers, control software, bullet traps, and ventilation equipment. Training covers system operation, maintenance best practices, and basic troubleshooting to ensure consistent and safe performance.</p> <p>To further support long-term success, Action Target offers optional follow-up training through our network of traveling technicians. These sessions are especially beneficial for agencies experiencing staff turnover or seeking refresher training to maintain optimal range performance. Optional training is offered at standard service rates, depending on the scope and location.</p> <p>Additionally, because Action Target designs and manages its own cloud-based control software, our technical team can remotely access connected systems to diagnose and resolve software issues quickly. This allows us to provide ongoing support, minimize downtime, and ensure every range continues to perform at peak efficiency.</p> <p>Through this combination of standard and optional training, ongoing maintenance support, and remote service capabilities, Action Target delivers a complete solution that prioritizes safety, reliability, and long-term customer satisfaction.</p>
42	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>Action Target continues to lead the shooting range industry by integrating advanced technology into every aspect of range operation, delivering smarter, more efficient, and more resilient solutions for Sourcewell participating entities.</p> <p>At the core of this innovation is SmartRange Axis, Action Target’s proprietary range control system. This powerful, user-friendly platform allows operators to seamlessly manage target systems, lighting, ventilation, and training programs from a single interface. Its intuitive design simplifies day-to-day range operations while providing advanced functionality such as customizable training scenarios, user performance tracking, and detailed reporting tools that enhance both efficiency and training outcomes.</p> <p>SmartRange Axis is supported by secure cloud connectivity, enabling facilities to access system data, software updates, and performance analytics from virtually anywhere. This ensures that customers always benefit from the latest features and system improvements without interruption to daily operations.</p> <p>In addition, Action Target’s remote diagnostics and support capabilities allow technicians to securely access range systems in real time to perform diagnostics, apply software updates, and troubleshoot issues. This proactive service model minimizes downtime, reduces the need for on-site visits, and lowers total cost of ownership.</p> <p>Together, these advancements exemplify Action Target’s commitment to innovation and operational excellence, ensuring Sourcewell members receive cutting-edge range technology that enhances safety, reliability, and performance.</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.	<p>Action Target is firmly committed to environmental responsibility and continually evaluates opportunities to reduce its environmental impact through sustainable business practices. One of the key initiatives in this effort is the transition from traditional metal halide lighting to energy efficient LED systems across both our manufacturing facilities and range installations. This upgrade not only significantly reduces energy consumption but also lowers maintenance requirements, supporting long term sustainability goals and demonstrating our dedication to resource efficiency.</p> <p>In addition to energy saving measures, Action Target has implemented comprehensive electronic waste recycling programs. By ensuring proper recycling and disposal of electronic components, we minimize landfill contributions and reduce environmental contamination, reflecting our commitment to responsible materials management. Similarly, scrap metals including steel and aluminum generated during the manufacturing process are recycled whenever possible. This approach reduces waste, promotes the responsible use of valuable materials, and underscores our focus on sustainable manufacturing practices.</p> <p>Beyond specific programs, Action Target actively works to reduce its overall carbon footprint through ongoing process improvements, energy efficient practices, and careful management of materials. While these initiatives are not currently certified by a third party agency, they reflect the company's consistent dedication to environmentally responsible operations and sustainable business practices. Through these efforts, Action Target demonstrates that environmental stewardship is an integral part of how we design, manufacture, and operate our solutions.</p>
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Action Target has not pursued formal third-party eco-labels or sustainability certifications for our range products. Nevertheless, our commitment to responsible design and manufacturing is evident through our ongoing efforts to minimize environmental impact and promote sustainability. For example, we have eliminated the use of oil-based paints in our products, reducing volatile organic compounds (VOCs) and supporting safer, more environmentally friendly operations.</p> <p>Our engineering and product development teams consistently evaluate opportunities to enhance energy efficiency, optimize material utilization, and improve the life cycle of our systems. These initiatives demonstrate that, while formal certifications are not in place, Action Target remains dedicated to producing high-performing solutions that prioritize environmental responsibility at every stage of design and manufacturing. Through these ongoing efforts, we ensure that sustainability is an integral part of how we develop and deliver our products.</p>
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Action Target delivers a truly comprehensive, end-to-end solution for Sourcewell participating entities, setting us apart within the industry. From the earliest stages of a project, we provide complimentary consulting to help define operational requirements, training objectives, and facility needs. Our in-house engineering and design team then develops detailed specifications and custom drawings tailored to each entity, ensuring every project meets precise standards for accuracy, compliance, and efficiency.</p> <p>What makes Action Target uniquely positioned is our full control over the entire process. We manufacture all products in-house, allowing us to maintain the highest quality standards and adapt solutions quickly as projects evolve. Our dedicated installation teams oversee the on-site buildout, managing every detail to ensure a seamless transition from design to completion. This integrated approach ensures that Sourcewell members receive not just products, but a complete solution delivered by a single partner accountable for every phase of the project. The result is facilities that are fully operational and ready for use immediately upon installation.</p> <p>Our commitment to supporting Sourcewell members extends far beyond initial installation. Action Target's After Market Services (AMS) team provides ongoing maintenance visits, replacement parts, metals recycling, and proper hazardous waste disposal. This proactive support helps maintain optimal operational efficiency, extend the life of installed systems, and ensures compliance with safety and environmental standards. Through the AMS program, we foster a lasting partnership, providing reliable service and expert guidance throughout the life of the range.</p> <p>In addition, Action Target's Online Store gives Sourcewell members convenient access to a full range of consumables, including paper and cardboard targets, training accessories, and replacement parts. This centralized resource simplifies procurement, ensures consistent access to high-quality materials, and helps keep training operations uninterrupted.</p> <p>By combining our turnkey project approach, ongoing AMS support, and a comprehensive Online Store, Action Target builds enduring relationships with Sourcewell participating entities. Our solutions are designed not only to meet immediate project goals but to provide lasting value, sustainability, and operational readiness over the lifetime of the facility.</p>

46	<p>Explain your licensing process and service agreements with end users.</p>	<p>Action Target does not require any licensing or ongoing service agreements with end users. Once products and systems are purchased and installed, Sourcewell participating entities retain full ownership and operational control without the need for recurring licensing or subscription fees.</p> <p>This approach ensures complete flexibility and transparency for our customers allowing them to operate, maintain, and manage their facilities independently, while still having full access to Action Target's Aftermarket Service Team and technical support as needed.</p>	*
47	<p>Describe your offering's compliance to applicable national standards such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI), Canadian Safety Association (CSA), and Technical Standards and Safety Association (TSSA)</p>	<p>Action Target designs, manufactures, and installs all range systems with strict adherence to applicable national and international standards, ensuring that our products and solutions meet or exceed the highest levels of safety, quality, and regulatory compliance.</p> <p>All manufacturing, installation, and on-site practices follow Occupational Safety and Health Administration (OSHA) standards, creating safe working environments for both our employees and customers. Our range designs incorporate principles from the National Fire Protection Association (NFPA), with particular attention to fire prevention and safety within ventilation systems, electrical components, and ballistic containment structures. Relevant American National Standards Institute (ANSI) standards are applied throughout the design and manufacturing process to ensure product quality, operational safety, and system interoperability. Structural components are reviewed and certified by locally licensed third-party engineers to confirm compliance with the International Building Code (IBC) and other regional structural requirements.</p> <p>For projects that involve international or cross-border operations, Action Target aligns with applicable Canadian Standards Association (CSA) and Technical Standards and Safety Authority (TSSA) guidelines, ensuring that all installations comply with recognized safety and technical standards.</p> <p>Through these rigorous design, manufacturing, and installation practices, Action Target demonstrates a consistent commitment to safety, regulatory compliance, and the delivery of reliable, high-quality range solutions for all customers.</p>	*
48	<p>Explain and provide information about any design services you offer.</p>	<p>Action Target provides comprehensive design services to ensure that every range solution meets the unique requirements of each Sourcewell participating entity. Our in-house engineering team delivers full mechanical, electrical, and software design capabilities, allowing us to customize and refine our standard product offerings to address the specific needs of each facility.</p> <p>Over the past year, Action Target has successfully completed more than 100 custom design requests, including 64 mechanical projects and 20 electrical and software projects. These have ranged from modifications such as custom-length downrange equipment and enhanced lighting to fully customized baffle structures and control systems designed for specialized training requirements. Each project demonstrates our ability to tailor solutions to unique operational objectives while maintaining the highest standards of safety, performance, and efficiency.</p> <p>By leveraging in-house expertise, Action Target ensures precise, project-specific designs without relying on external resources, providing full control over quality and consistency throughout the development process. Whether a project requires minor adjustments to standard equipment or a fully custom solution, our engineering team ensures that every design integrates seamlessly into the overall range environment, resulting in safe, effective, and highly functional facilities.</p>	*

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

Line Item	Question	Certification	Offered	Comment
49	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	Action Target does not hold a Small Business Certificate but is classified as one based on the SAM.gov criteria.
50		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
51		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
55		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Action Target does not hold a Small Business Certificate but is classified as one based on the SAM.gov criteria.
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
57		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
58	Describe your payment terms and accepted payment methods.	<p>The Action Target Core Business Unit offers a variety of payment terms to provide our customers with a streamlined and flexible procurement experience. Territory Managers work directly with end users to determine the most suitable option based on project scope and customer needs. Available terms include Purchase Orders with milestone payments, Schedule of Values, or Net 30/45 terms. For most projects, Action Target typically incorporates either a milestone-based Purchase Order or a Schedule of Values to ensure proper alignment and accountability throughout the project.</p> <p>The Action Target After Market Services team offers similar payment methods as listed above. The AMS Territory Managers would work directly with the end users to identify their preferred payment method. Typically payments are PO with milestones or a Schedule of Values depending on the project size.</p> <p>The Action Target online store primarily works with Purchase Orders with either Net 30 terms or Credit Card purchases. We are actively working on expanding payment methods in an effort to accommodate as many of our customers as possible.</p>

59	Describe any leasing or financing options available for use by educational or governmental entities.	Action Target does not directly offer leasing or financing options. However, we have experience collaborating with third-party providers introduced by our customers when these solutions are required. In such cases, our team is happy to coordinate and provide the necessary project information to support customers in working with their chosen leasing or financing partner.	*
60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>Projects that include new ranges, shooting range upgrades or site modifications should plan to use the Action Targets Minimum Terms and Conditions. As needed, a redline process between Action Target and each end user would be accommodated to ensure all contract terms are applicable to each specific project.</p> <p>Action Target's Minimum Terms and Conditions outline the key responsibilities, protections, and processes that guide every project the company delivers. These terms are designed to ensure projects are completed efficiently, safely, and to the highest quality standards while protecting both Action Target and the customer.</p> <p>The document defines how Action Target (ATI) and the customer work together, beginning with design and approvals, through fabrication, shipping, and installation. It clarifies that Action Target retains ownership of its drawings and designs, which are considered proprietary and may only be used for the specific project they were created for.</p> <p>Before manufacturing begins, customers must approve final drawings, make required milestone payments, and confirm that all necessary permits and site conditions are in place. Once materials are ready, shipping and installation are coordinated to match the project schedule, and customers are responsible for providing proper site access and readiness.</p> <p>The terms also explain how changes or delays are managed—if a project's scope or timeline is altered, adjustments to cost and schedule may be applied. In the event of unexpected issues beyond anyone's control (such as natural disasters or government restrictions), both parties are protected under a "force majeure" clause.</p> <p>Action Target provides a repair warranty of up to three years for core products and one year for other products, ensuring defects in materials or workmanship are corrected. Certain consumable or customer-caused issues are excluded, but the warranty clearly defines what is covered.</p> <p>Ownership of materials transfers to the customer only after full payment, and the customer assumes responsibility for materials once they're delivered or picked up. The document also includes important safety information related to range use, armor, ventilation, and lead management—emphasizing the customer's responsibility to maintain a safe operating environment.</p> <p>Customers agree to indemnify and hold Action Target harmless from issues caused by site conditions, improper use, or actions beyond the company's control. Action Target, in turn, maintains appropriate insurance coverage and limits liability to the value covered by its policies.</p> <p>Overall, the Minimum Terms and Conditions are designed to provide structure, transparency, and protection for both parties—ensuring that projects proceed smoothly, safely, and according to clearly defined expectations.</p>	*
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, both the After Market Services Team and the Online Store allow purchases with P-cards. No additional cost is added for the use of P-cards.	*

<p>62</p>	<p>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.</p>	<p>Action Target's pricing model across all three Business Units is based on a discount off our published catalog list price. Sourcewell customers are guaranteed a minimum discount from both the Action Target Core business and the After Market Services of 5%, with opportunities for discounts exceeding 20% depending on project scope, product selection, and overall requirements. The Action Target catalog will be hosted on our website and made accessible to Sourcewell customers through a secure username and password. The catalog is updated regularly and will always display the most current pricing, allowing Sourcewell members to review accurate information at any time throughout the procurement process. A draft of the pricing is attached and shows the minimum discount Sourcewell clients will receive. Sourcewell entities should plan to work directly with their respective Territory Managers for the applicable project price.</p> <p>Sourcewell customers will also receive discount pricing on items listed on the Action Target Online Store at <a href="http://www.shop.actiontarget.com">www.shop.actiontarget.com</a>. The discount offered to Sourcewell customers varies between 0%-80% based on Product code. All pricing is listed on the aforementioned website and an Action Target Customer Service representative can be used to apply the discount.</p> <p>In addition to transparent pricing, each Sourcewell customer will work directly with a dedicated Action Target representative to define project needs, including product specifications, scheduling, installation, and shipping. Beyond pricing, we bring significant value by partnering closely with customers on their specific projects, teams, and operational requirements. We also provide upfront consulting services at no cost, ensuring that every solution is carefully aligned with the customer's goals before any purchase is made. This collaborative approach allows us to deliver tailored solutions that maximize value, simplify procurement, and support long-term success.</p> <p>Action Target is proud to serve Sourcewell customers and remains committed to offering flexible, transparent, and customer-focused pricing that supports their mission.</p>
<p>63</p>	<p>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.</p>	<p>Action Target offers Sourcewell participating entities a transparent and competitive pricing structure based on discounts from our published catalog list prices. For our Core Business Unit and After Market Services, members receive a minimum discount of 5%, with opportunities for discounts reaching 20% or more depending on the scope of the project, selected products, and overall requirements.</p> <p>Through the Action Target Online Store, Sourcewell members have access to a broad range of products at discounted pricing, with reductions ranging from 1% to 80% based on individual product codes. All catalog and online store pricing is updated regularly to ensure that Sourcewell participants always receive the most current and accurate pricing information, reflecting our commitment to transparency and value.</p> <p>This pricing approach, combined with our turnkey solutions, design services, and ongoing support, ensures that Sourcewell members benefit not only from high-quality products but also from consistent, cost-effective solutions tailored to their specific needs.</p>
<p>64</p>	<p>Describe any quantity or volume discounts or rebate programs that you offer.</p>	<p>The Action Target Core Team offers project-based discounts that take into account overall scope, product selection, project size, and site conditions. These discounts are evaluated and applied on an individual project basis to ensure fair and competitive pricing that reflects the unique requirements of each installation.</p> <p>Action Target Territory Managers work directly with Sourcewell customers to assess project details and determine the most advantageous discount structure available. This personalized approach ensures that each customer receives the best possible value based on their specific needs, volume, and project parameters.</p> <p>At this time, Action Target does not offer a formal rebate program; however, our flexible discount structure provides measurable cost savings that scale with project size and complexity.</p>

<p>65</p>	<p>Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “non-contracted items”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.</p>	<p>Action Target recognizes that some projects may require “sourced” or “open market” items not covered under the standard contract, such as shipping, installation, or other related services. These items will be priced transparently and fairly to ensure customers receive the best possible value.</p> <p>Installation costs will be calculated on a cost-plus-10% basis to account for variables such as labor requirements, site conditions, prevailing wage obligations, and project duration. Shipping costs will also be determined on a cost-plus basis, with rates varying by project location and logistics needs.</p> <p>For any additional non-contracted products or services, Action Target will provide a project-specific quote detailing all associated costs prior to authorization. This approach ensures full transparency, consistency, and alignment with Sourcewell’s cooperative purchasing principles while maintaining flexibility to meet each customer’s unique project requirements.</p>
<p>66</p>	<p>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.</p>	<p>The only items not included in Action Target’s catalog pricing are taxes (where applicable), permit fees, demolition, disposal, site preparation, and electrical work. These costs vary based on project location, facility type, and local requirements, and therefore are not incorporated into the base pricing.</p> <p>For new construction projects, Sourcewell customers should plan to engage an architect to support overall site planning and facility design. Architects are often necessary to ensure the shooting range and supporting structures meet building codes, ventilation requirements, and local zoning regulations. A general contractor may also be required to manage construction activities such as framing, concrete work, HVAC integration, or other site-related components necessary for installation.</p> <p>For retrofit or renovation projects, customers should anticipate costs associated with demolition and disposal of existing materials. In some cases, Action Target can include demolition services within its project scope; however, disposal of debris or materials is excluded and must be coordinated by the customer or general contractor.</p> <p>In addition, projects typically require electrical work to support Action Target equipment and systems. This includes providing power connections to target systems, control panels, and ventilation equipment in accordance with local electrical codes. Electrical work must be performed by a licensed electrician or through the customer’s general contractor.</p> <p>Throughout all phases, Action Target Territory Managers will work directly with Sourcewell customers to provide guidance and technical expertise. They can assist in coordinating between architects, engineers, and contractors to ensure the project design aligns with Action Target’s specifications and the customer’s operational goals.</p> <p>This collaborative approach ensures clarity in project responsibilities, transparency in total cost of acquisition, and a smooth, well-coordinated delivery process from planning through installation.</p>

67	<p>If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>Freight is a required component of all purchases from Action Target. Because each project and order varies in size and scope, shipping costs are calculated individually for every quote. All Action Target quotations clearly itemize the cost of freight based on the shipping location, total weight, pallet dimensions, and number of trucks required to deliver materials to the project site.</p> <p>Action Target manages the entire shipping process to ensure that all materials arrive safely and on schedule. Shipments are coordinated through reputable national and regional carriers with extensive experience handling range materials and equipment. When needed, Action Target can also arrange delivery scheduling, liftgate services, and unloading assistance to accommodate site specific conditions and ensure a smooth delivery experience.</p> <p>Customers are responsible for ensuring that the delivery site is prepared and accessible at the scheduled time of arrival. If special delivery requirements exist, such as restricted access, after hours delivery, or staging limitations, these details are coordinated with the assigned Action Target Territory Manager prior to shipment.</p> <p>This comprehensive freight program ensures transparency in pricing, accountability in logistics, and efficient delivery of products to each Sourcwell customer's project site.</p>	*
68	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>Delivery to locations such as Alaska, Hawaii, Canada, and other offshore destinations is handled on a project-specific basis. Due to the unique logistics and additional handling requirements for these locations, freight costs are calculated individually for each project. Once the base freight cost is determined, a standard handling fee of 10% is applied, consistent with our previously stated pricing approach.</p> <p>Action Target works closely with each customer to coordinate the most efficient shipping method, including consideration of transportation mode, delivery schedule, and any special handling requirements. This approach ensures transparency in pricing while maintaining reliable and timely delivery for all non-continental U.S. and international destinations.</p>	*
69	<p>Describe any unique distribution and/or delivery methods or options offered in your proposal.</p>	<p>Action Target prides itself on providing customized distribution and delivery solutions tailored to the specific requirements of each project. Rather than relying on a one-size-fits-all approach, we evaluate each project's location, timeline, size, and complexity to determine the most efficient and cost-effective delivery method.</p> <p>Options may include specialized freight arrangements, coordinated multi-stage shipments, on-site handling assistance, and project-specific scheduling to meet unique customer needs. This flexible approach ensures that all materials and equipment arrive safely, on time, and in a manner that supports the overall success of the project.</p>	*
70	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.</p>	<p>If awarded the Sourcwell agreement, Action Target will implement a comprehensive self-audit program designed to ensure full compliance and verify that Sourcwell participating entities consistently receive the correct pricing and benefits. All sales teams across our Core, After Market Services (AMS), and Online Store business units will undergo specialized training focused on effectively serving Sourcwell customers. This training will encompass all relevant aspects of the program, including pricing structures, shipping procedures, and other key program details.</p> <p>In addition, our internal systems are configured to include a Sourcwell designation for each participating entity. This designation notifies management whenever a Sourcwell customer is being served, ensuring that the special pricing and terms are applied accurately. Regular internal reviews and audits will further support adherence to the Sourcwell program guidelines, providing both accountability and consistency across all business units.</p> <p>Through this structured approach, Action Target ensures that Sourcwell customers receive the appropriate pricing and services while giving management clear visibility and control over compliance throughout the organization.</p>	*

71	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>If awarded the Sourcwell agreement, Action Target will utilize a combination of internal tools and processes to measure success and ensure full compliance with the terms of the contract. Key performance data will be tracked through our internal CRM and quoting systems, which allow us to identify Sourcwell customers and monitor their transactions from initial inquiry through project completion. These systems ensure that each participating entity receives the correct pricing and benefits outlined in the agreement.</p> <p>In addition to system-based tracking, executive contract reviews will be conducted regularly to evaluate overall program performance, identify opportunities for improvement, and confirm that all Sourcwell-specific requirements are being met. Our project management software will also play a critical role in monitoring project timelines, delivery accuracy, and customer satisfaction, providing clear visibility into the effectiveness of our processes.</p> <p>By integrating these tools and reviews, Action Target can efficiently measure performance, maintain transparency, and ensure that Sourcwell customers consistently experience the high level of service and value expected under the agreement.</p>	*
72	Provide a proposed Administration Fee payable to Sourcwell. The Fee is in consideration for the support and services provided by Sourcwell. The proposed Administrative Fee will be payable to Sourcwell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Action Target proposes an Administration Fee of 1% payable to Sourcwell. The fee is offered in consideration of the administrative support and services provided by Sourcwell and will be calculated based on the total value of completed transactions within each reporting period as defined in the agreement.	*

**Table 6B: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Attached is an example of the catalog price and the minimum Sourcwell discount. This would be hosted on our website for Sourcwell's participating entities can access it at their discretion.

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

Line Item	Question	Response *
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<p>74</p>	<p>Provide a detailed description of all the Solutions offered, offered in the proposal.</p>	<p>As a trusted leader in the firearms training industry, Action Target delivers complete live-fire training solutions through an integrated ecosystem of proprietary equipment, innovative technologies, and patented designs. Our in-house manufacturing allows full control over quality and performance, enabling us to equip ranges with turnkey systems tailored for safety, realism, and operational efficiency. Central to our next-generation offerings is the SmartRange AXIS, a centralized control platform that seamlessly integrates with all Action Target-compatible products. This system enables streamlined management of range operations, including target retrievers, lighting, ventilation, lane permissions, safety protocols, and diagnostics, ensuring unmatched functionality and control in any live-fire environment.</p> <p>Action Target provides a full suite of advanced range solutions engineered for safety, performance, and reliability. Every product is backed by proprietary designs and U.S. patents, reflecting innovation across all components of the range. Our bullet traps are designed for maximum safety and longevity. The VORTEX Steel Total Containment Trap safely captures and contains high-volume live fire while requiring minimal maintenance. The Granular Rubber Berm Trap provides a proven, cost-effective solution suitable for both indoor and outdoor ranges.</p> <p>Our range control offerings deliver centralized and intuitive management. SmartRange AXIS provides a user-friendly interface and full integration with target systems, lighting, ventilation, and safety features. Target systems are advanced, wireless, and modular. The GENESIS Wireless Target Retriever allows dynamic target positioning with optional onboard cameras and programmable drills. The PILOT Wireless Target Retriever provides a cost-efficient solution with simplified installation and intuitive controls. The SRET Cable Retriever delivers precise cable-driven operation for consistent performance. Electric fixed turning targets are available in ceiling-mounted or ground-mounted configurations for timed exposure drills. The Dual Running Man PRO simulates lateral moving threats with programmable speed and direction for dynamic training scenarios.</p> <p>Range infrastructure is designed for realism and protection. Ballistic shooting stalls are modular and customizable with integrated safety and sound dampening. Overhead ballistic steel baffles stop errant rounds and protect ceiling structures. Ballistic wall treatments safeguard side walls from impact, while acoustical wall treatments reduce sound reflection and improve shooter comfort. HVAC and environmental systems ensure compliant air filtration and ventilation. Our internal design and engineering team provides stamped drawings, custom layouts, and tailored solutions to meet the unique requirements of every project. Expert field teams handle professional installation and commissioning to ensure complete functionality and safety.</p> <p>Action Target's Aftermarket Services team provides comprehensive support long after installation, including maintenance programs, warranty support, replacement parts, and industry-leading metals recycling. Our recycling program allows customers to convert spent metals into cash or store credit at the Action Target Store, offering added value and operational flexibility for ongoing range needs.</p> <p>The Action Target Online Store offers a complete selection of thousands of products to fully support range operations. From AR500 steel and paper targets to personal protection equipment, cleaning supplies, safety gear, and training accessories, customers can find everything needed to equip, maintain, and operate high-performing shooting ranges in a single, convenient location.</p>
<p>75</p>	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Action Target primarily provides solutions in the Public Safety Training portion of this RFP. Our offerings are organized into three key subcategories that together deliver a comprehensive and integrated training experience.</p> <p>Core Range Sales includes custom range drawings, freight, professional installation of equipment, and client training to ensure safe and effective operation. This division manages projects from initial design through final commissioning to deliver turnkey range solutions.</p> <p>Aftermarket Services provides ongoing support for operational ranges, including routine maintenance, on-site technician visits, replacement parts, inspections, and metals recycling programs. These services help maintain safety, efficiency, and long-term operational readiness.</p> <p>Action Target Store offers a wide selection of consumables and support materials, including custom paper targets, AR steel targets, target backers, cleaning supplies, eye and ear protection, training accessories, first aid supplies, weapon storage, range cleaning materials, spent ammunition collectors, HVAC filters, and portable bullet traps. This centralized resource ensures facilities remain fully equipped for daily operations.</p> <p>Collectively, these subcategories provide Sourcewell participating entities with a complete suite of products and services, supporting every stage of a training range's lifecycle from design and installation to maintenance and consumable supply.</p>

76	Describe your products/services interoperability and integration with other public safety equipment, software and systems, if applicable.	<p>Action Target's products and services are designed with interoperability and integration in mind, allowing seamless operation alongside other public safety equipment, software, and systems. Our solutions, including range control, target systems, and environmental management, can communicate with building automation, access control, alarm systems, and other mission-critical infrastructure to enhance safety, efficiency, and situational awareness. This capability ensures that facilities can operate as fully integrated training environments while maintaining flexibility for future technology upgrades.</p> <p>Action Target's SmartRange AXIS is a fully self-contained, advanced range control system designed to streamline and centralize every aspect of live-fire range operation. Developed with input from training professionals and real-world operators, SmartRange AXIS provides intuitive control over critical range components, including target systems and HVAC, through a single, user-friendly interface.</p> <p>For security-sensitive facilities such as law enforcement, military, and government ranges, SmartRange AXIS can operate entirely offline without requiring connection to external networks or cloud services. All updates and enhancements can be delivered manually in accordance with site-specific security protocols, ensuring both compliance and operational control.</p> <p>With the addition of AXIS CONNECT, SmartRange AXIS now supports building management integration and general-purpose input and output. This functionality enables seamless communication with external systems, including access control, alarm panels, lighting automation, and emergency management infrastructure, while preserving the integrity of the standalone SmartRange AXIS ecosystem.</p> <p>Whether functioning as a fully isolated system or integrated with broader facility infrastructure, SmartRange AXIS delivers unmatched control, flexibility, and reliability for mission-critical training environments.</p>
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**Table 7B: Depth and Breadth of Offered Solutions**

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

Line Item	Category or Type	Offered *	Comments
77	Facilities, structures (fixed or mobile)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Action Target designs, manufactures, and installs complete live-fire shooting range solutions for both new construction and retrofit projects. Our experienced team of engineers and project managers provides turnkey services, from initial design through final installation, ensuring every facility meets the highest standards of safety, performance, and environmental compliance. For existing ranges, Action Target offers specialized retrofit services that modernize ballistic protection, ventilation, and target systems—enhancing safety, efficiency, and longevity while reducing maintenance costs.</p> <p>In addition to permanent range structures, Action Target produces Modular Shooting Ranges (MSRs)—fully self-contained, prefabricated units that can be deployed virtually anywhere. These modular ranges deliver the same level of ballistic integrity, air quality control, and target technology as permanent facilities, providing flexible, rapid-deployment solutions for law enforcement, military, and commercial training applications.</p>

78	Equipment, props, supplies, rentals, and consumables	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Action Target provides a comprehensive range of equipment solutions for the retrofit and modernization of existing shooting ranges. Our retrofit services focus on upgrading critical range components such as bullet traps, target retrievers, control systems, and ventilation to improve safety, functionality, and user experience. By integrating advanced technology with durable, high-performance equipment, Action Target helps customers extend the life of their facilities while meeting current safety and environmental standards.</p> <p>In addition to range equipment, Action Target offers a full selection of consumable products through our online store, which features thousands of items to support daily range operations. Available products include paper and cardboard targets, cleaning supplies, safety gear, and other essential range materials. These items are readily accessible for convenient ordering and delivery to customers nationwide. Action Target does not provide props or rental equipment as part of this offering, ensuring that all products available are new, high-quality, and designed for long-term professional use.</p>	*
79	Augmented or virtual reality, interactive, and digital simulation technology and related software, hardware, and equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
80	Instructional, educational, training programs, incident-based training, and learning management systems with directly related materials and supplies	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
81	Services, equipment, and software directly related to the offering of the solutions described in #76 - 79 above, including design, installation, maintenance, repair, training, integration, support, and customization	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Action Target provides industry-leading service and support for shooting range equipment through a nationwide network of trained, localized technicians. This extensive service infrastructure allows us to respond quickly to customer needs, minimize downtime, and ensure that every range operates at peak performance. Our technicians are factory-certified and equipped to handle installation, preventive maintenance, troubleshooting, and repairs on all Action Target systems.</p> <p>A key advantage of our service capability is that Action Target designs and develops its own control software. Because our technology is created and maintained in-house, we have complete control over system diagnostics, updates, and performance enhancements. This direct expertise enables our team to quickly identify and resolve technical issues without reliance on third-party vendors, ensuring faster response times and higher levels of customer satisfaction. Through this combination of localized technical support and proprietary software control, Action Target delivers reliable, efficient, and long-term service solutions for every customer.</p>	*

## Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

### Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - Action Target Catalog Pricing.pdf - Tuesday October 21, 2025 15:12:28
  - [Financial Strength and Stability](#) - Sourcewell Financial Document.pdf - Tuesday October 21, 2025 12:47:05
  - [Marketing Plan/Samples](#) - ATI-LE-Mil-Catalog-20241008-web.pdf - Tuesday October 21, 2025 12:53:58
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Standard Transaction Document Samples](#) - Minimum T&Cs Rev 15.4 (5).pdf - Tuesday October 21, 2025 12:55:53
  - [Requested Exceptions](#) - Action Target Redlined RFP\_102325\_Public\_Safety\_Training\_Master\_Agreement.docx - Tuesday September 16, 2025 11:23:44
  - Upload Additional Document (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. - Scott Wright, CFO, Action Target 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
<b>Addendum_4_Public_Safety_Training_RFP_102325</b> Thu October 16 2025 04:26 PM	<input checked="" type="checkbox"/>	5
<b>Addendum_3_Public_Safety_Training_RFP_102325</b> Fri October 10 2025 03:34 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_Public_Safety_Training_RFP_102325</b> Mon September 15 2025 04:09 PM	<input checked="" type="checkbox"/>	4
<b>Addendum_1_Public_Safety_Training_RFP_102325</b> Mon September 8 2025 04:03 PM	<input checked="" type="checkbox"/>	2