

**Solicitation Number: 011221****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Atlantic Diving Supply, Inc. (ADS), 621 Lynnhaven Parkway, Suite 160, Virginia Beach, VA 23452 (Vendor).

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship for a period of one year following the date of delivery. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity to the extent permitted under the terms of such warranty.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

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

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

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

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

Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

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

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

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

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell in the amount of two percent (2%) of the revenue received by Vendor on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or

oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

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

12. GOVERNMENT DATA PRACTICES

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

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating

Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

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

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcwell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcwell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcwell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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

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

18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less

broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by 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. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

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

Sourcewell

Atlantic Diving Supply, Inc. (ADS)

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

DocuSigned by:
Jason Wallace
87CA7CCB8E884E0...

By: _____

By: _____

Jeremy Schwartz
Title: Director of Operations & Procurement/CPO

Jason Wallace
Title: CEO

Date: 2/17/2021 | 9:07 AM CST

Date: 2/22/2021 | 6:32 AM PST

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____

Chad Coauette
Title: Executive Director/CEO

Date: 2/22/2021 | 8:33 AM CST

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

Vendor Details

Company Name: Atlantic Diving Supply, Inc.
Does your company conduct business under any other name? If yes, please state: ADS Inc
Address: 621 lynnhaven pkwy
ADS inc / 160
Virginia Beach, Virginia 23452
Contact: Sean Johnston
Email: sjohnston@adsinc.com
Phone: 757-963-8744
HST#: 54-1867268

Submission Details

Created On: Tuesday January 05, 2021 09:42:43
Submitted On: Tuesday January 12, 2021 12:15:21
Submitted By: Sean Johnston
Email: sjohnston@adsinc.com
Transaction #: 9a1e79ec-c474-475f-aace-d84622ddfe3f
Submitter's IP Address: 24.253.145.172

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Atlantic Diving Supply, Inc. (ADS)
2	Proposer Address:	621 Lynnhaven Parkway Suite 160 Virginia Beach, Virginia 23452
3	Proposer website address:	https://adsinc.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jason Wallace, CEO 621 Lynnhaven Parkway, Suite 160 Virginia Beach, Virginia 23452 jwallace@adsinc.com (757) 965-8347
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Marisa McNemar, Senior Proposal Manager 621 Lynnhaven Parkway, Suite 160 Virginia Beach, Virginia 23452 mmcnemar@adsinc.com (757) 275-7606
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mike Matthews, National Account Manager 621 Lynnhaven Parkway, Suite 160 Virginia Beach, Virginia 23452 mmatthews@adsinc.com (757) 793-5733

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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<p>7</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>Atlantic Diving Supply, Inc. (ADS) is a small business leader in the operational equipment and logistics industry. Our mission to serve those who serve is rooted in our commitment to our employees, our industry, and, most importantly, our customers. At ADS we believe that every hero deserves to come home, and this fuels our passion to provide unparalleled service and innovative solutions to our customers. With a highly motivated team comprised of retired US military and government business professionals, we are dedicated to delivering unmatched expertise and only the best products and services available.</p> <p>In 2000, Atlantic Diving Supply was awarded our first major contract from the Defense Logistics Agency (DLA) as a prime vendor for marine lifesaving, diving, and search and rescue equipment. This contract afforded ADS a new level of credence in conducting business with the Federal Government and paved the way for our continued growth. Since 2000, we have been awarded numerous contracts, including 13 separate Tailored Logistics Support (TLS) contracts, such as multiple iterations of the Maintenance Repair and Operations (MRO), Special Operational Equipment (SOE), and Fire & Emergency Services Equipment (F&ESE) Programs. Through these efforts, ADS has been ranked as one of DLA's top-ten suppliers for several years, delivering more than \$10 billion in equipment on over 400,000 individual orders.</p> <p>Founded in 1997, ADS has been proudly serving military customers for over two decades. Starting as a dive shop providing critical equipment for Navy SEALs, ADS's roots are in special operational equipment and it has remained a key product offering throughout our history.</p> <p>Over 20 years ago ADS began operating as a Prime Vendor/TLS provider to DLA, and we have continued supplying military customers with operational equipment to destinations around the globe ever since. ADS provides total logistics support to supply customers with thousands of unique products, providing our customers over \$3 billion in equipment in 2019.</p> <p>ADS' core values serve as a compass for the actions our employees take and the decisions we make. Our core values include:</p> <ul style="list-style-type: none"> • Commitment - Our all-in commitment to our customers means constructively questioning behaviors and activities that run counter to our mission and values. We are committed to keeping our eye on the goal and following through. • Initiative - Digging beneath the obvious is the key to our success. We aren't afraid to go beyond expectations in order to uncover the real problems so that we can provide the best solution. • Attitude - We believe in displaying an infectiously energizing spirit, approaching challenges and change with positivity, and being a battery charger for those around us. • Drive - Giving up is not an option. Our indomitable will to win and 100% effort sets us apart and allows us to turn ideas into results. • Innovation - The ADS Team is known for challenging the status quo and identifying new ways to solve problems. This applies to both customer's problems and getting work done. • Accountability - We hold each other and ourselves accountable to follow through on commitments, own up to mistakes and meet or beat deadlines.
<p>8</p>	<p>What are your company's expectations in the event of an award?</p>	<p>ADS' expectations in the event of the award are to take the customers needs and provide them with a solution on time and on target. ADS is a nimble company in that we have a sales force devoted to each category of clothing and equipment that a military, or law enforcement customer may need to complete their mission. ADS' expectation is the same for every order - to ensure we provide the end user with the best equipment on-time and on-target.</p>

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>ADS has ample financial capability and capital to perform on this contract. The primary source of financing for the contract is ADS' \$215 million line of credit with a syndicate of banks led by Wells Fargo. This line of credit has been in place since March 2011. The original agreement had a five year maturity date, but was extended in June 2015 and again in July of 2018 with a maturity date of July 2023. There is no reason to believe the company would have any trouble extending further given its past performance with covenant compliance and its financial results.</p> <p>ADS is subject to annual audits and quarterly reviews by BDO USA, LLP, a leading global audit firm, ensuring the company's finances are kept in accordance with Generally Accepted Accounting Principles. In addition, the company is subject to annual bank audits from Wells Fargo with regard to the collateral supporting its line of credit. Finally, for the past several years, ADS has been subject to numerous financial capability assessments from the Defense Contract Management Agency ("DCMA") in support of its numerous Department of Defense contracts.</p> <p>Evidence of ADS' financial capability can be found in supporting documents section under "Financial Strength and Stability".</p>	*
10	What is your US market share for the solutions that you are proposing?	With the current selection of vendors, our US market share over the past 3 years represents \$42.8M in revenue. However, ADS works with many vendors with similar capabilities in the realm of Body Armor and relevant accessories which are not included in this proposal, but are key partners in our response to other US contracts. A broader answer to Body Armor and relevant accessories by vendor would be more complicated answer, but could be reviewed by our Data Analytics team by request from Sourcewell.	*
11	What is your Canadian market share for the solutions that you are proposing?	ADS' Canadian Market Share for the last 3 years is over \$11.8M.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</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>	ADS is a distributor. Written authorization from each of the OEMS offered in this response can be found in the Supporting Document section.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The companies that we use all go through ADS' due diligence and are checked against a denied party screening to ensure that they are able to fulfill the commodities that are restricted by EAR/ITAR (ie: soft body armor, hard armor plates, etc). ADS understands that any parties exporting body armor under a license or exemption must be registered with the Directorate of Defense Trade Controls (DDTC) under Section 122.2. The companies that ADS works with are all vetted through a rigorous vendor approval process that checks their standing as a viable business (maintaining the proper business licenses/certifications/etc) to ensure they are a safe network to offer to our customers by ensuring they are in good financial/reputable standing. If any proof of licensing is required, we will make it available upon request.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	ADS does not have any suspension or debarment information to disclose.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	In the last 20 years of working with the Defense Logistics Agency (DLA), ADS has been ranked one of DLA's top-ten suppliers several times. Additionally, Bloomberg releases an annual ranking known as the BGOV200 which includes the top 200 federal contractors based on prime contracts awarded in the previous year. ADS has consistently climbed the rankings year after year, and based on our 2018 performance has been ranked: #1 DLA Supplier #17 GSA Contractor #22 Federal Government Contractor ADS has also received accolades to include: - Inc. 500 - America's 5th Fastest Growing Private Companies - EY - Entrepreneur of the Year Award Winner - U.S. Veterans Magazine - Top Veteran-Friendly Company - Military Friendly Brand - Military Friendly Employers Award
17	What percentage of your sales are to the governmental sector in the past three years	91.2%
18	What percentage of your sales are to the education sector in the past three years	Zero.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	New York Hazardous Incident Response Equipment (NYHIRE): Annual sales for the last three years: 2020 - \$61,435 2019 - \$763,403 2018 - \$480,544
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	ADS holds 7 GSA contracts. These contracts and their sales for the last three years are outlined below: - GS-07F-5965P - \$244,401,889 - GS-07F-6072P - \$26,494,551 - GS21F-0110X - \$401,799 - GS-07F-358AA - \$11,600,654 - 47QSMA19D08Q1 - \$895,193 - GS-02F00238R - \$771,704 - V797P-2135D - \$90,211

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
United States Department of Justice	Broderick Morris	Office (202) 307-8694
United States Marshalls	Kenneth Fuller	Phone: 912-267-2276
FBI Defensive Systems Unit	Patrick Keefe	Phone: 202-616-0740

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
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Defense Logistics Agency	Government	Pennsylvania - PA	Total Logistics Support (TLS) for the Special Operational Equipment (SOE) and Fire & Emergency Services (FES) requirements of DLA customers to include military installations and federal activities worldwide via two 5-year IDIQs, the Tailored Logistics Support Programs. These are small business set asides in which various delivery orders are competed among select prime vendors (between 4 and 6 historically). ADS is the only company of the current primes to hold these contracts over the life of both programs. The product scope for the SOE contract exactly matches the types of products found in the requirements on RFQ 011221 including but not limited to: load carriage, survival gear and kits, tactical equipment, personal protection, eyewear and vision enhancement.	SOE TLS is a 5 Year \$10B IDIQ. FES TLS is 5 Year \$5B IDIQ.	\$7.97B	*
Tobyhanna Army Depot	Government	Pennsylvania - PA	Tobyhanna Army Depot supports Warfighter readiness in creating sustainable and innovative requisition choices through planning, development, implementation and advancement of project management. They partner with ADS to utilize our various rapid acquisition contracts to further support these efforts ensuring just in time delivery and preapproved fair and reasonable pricing. These projects include but are not limited to maintenance, repair, and operations (MRO) support, C4ISR (command, control, communication, computers, intelligence, surveillance and reconnaissance), tactical equipment, and weapons accessories.	166 delivered orders in 3 years, averaging \$1.9M per order	\$319.9M	*
PMM 170 Network and Infrastructure	Government	Virginia - VA	The Marine Corps PMM 170 is a program office which utilizes ADS' rapid acquisition contracts to support requisition of complex integration projects, specifically within the IT sphere, but also to include C4ISR (command, control, communication, computers, intelligence, surveillance and reconnaissance), as well as their weapons support items and optical requirements. PMM 170 partners with ADS allowing us to assist with centralized planning to support and execute short term logistics.	125 delivered orders in 3 years, averaging \$1.7M per order	\$211.3M	*

Federal Bureau of Investigation (FBI)	Government	District of Columbia - DC	Though not our largest customer from a revenue perspective, the needs and unique contract solutions provided by ADS to the FBI speak directly to the logistics requirements and commodities requested in this RFP. In addition to the common purchases supported through ADS rapid acquisition contracts, FBI decision makers have worked closely with ADS and key partner vendors to design and tailor Body Armor (and all necessary accessory) contract programs. The duties of the contractor on these programs include non-contact sizing processes, SOP for return/replacement, warranty flow down, marketing support, and tailored e-commerce support to FBI throughout CONUS. The protection afforded FBI Special Agents and other designated personnel by ULV (Ultra Low Visibility) concealable armor, as well as the OIA (Overt Integrated Armor) are both paramount to Federal agent survival in the execution of required duties. ADS is responsible for providing ULV and OIA armor to the entire FBI agency including existing agents and new hire agents. Similar programs have been implemented and adapted for DHS, DOJ, and other federal agencies.	6793 orders in 3 years	\$34M
United States Marshalls (USMS)	Government	Virginia - VA	Similar to the FBI, the US Marshalls (USMS) are a consistent ADS customer utilizing our rapid acquisition logistics support in commodity acquisition and contract management. USMS procurements run the gamut from standards special operational and tactical equipment, C4ISR equipment, weapons accessories, operational clothing, expeditionary equipment, etc. Specific to this RFP, the USMS worked with ADS and key partner vendors to create two 5 year IDIQs, worth a cumulative \$25M, supporting the USMS Training Division (TD). These contracts requires the services of a contractor that has the capability to provide Ballistic Shields and Wide Body Armor to be used in the safety of the Deputy U.S. Marshals. U.S. Marshals need ballistic protection to be able to perform its daily mission of protecting the courthouses, hunting fugitives, etc. ADS is responsible for providing life saving equipment to the entire USMS agency including existing agents and new hire agents, assisting with no-contact sizing, streamlining returns/exchanges, flow down warranty, and online e-commerce support.	3916 order is 3 years	\$13.5M

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
23	Sales force.	<p>ADS' organizational structure includes an experienced Sales Team comprised of retired US military and government business professionals. Our Sales Team connects with industry-leading suppliers and stay abreast of new and emerging technologies that could enhance our customers' capabilities. Our workforce includes many veterans from all military branches with practical knowledge of how to identify quality products to ensure mission success. ADS' Sales Team maintains awareness of our customers' most desired products, seeking out government-approved suppliers and specifically developing relationships with them to ensure we consistently meet our customers' needs.</p> <p>ADS' Sales Team is divided into Market and Vertical Teams. Our Market Teams manage our relationships with suppliers and customers at the program level and are cross-matrixed with Vertical Teams which manage the unit level customer relationships within each branch of service or other grouping.</p> <p>Over the last 20 years, ADS has developed a sales organization that includes over 200 trained Sales Representatives worldwide who are able to communicate the contract capabilities and make customer visits.</p> <p>As part of ADS' Sales Team, we have a designated Organizational Clothing & Individual Equipment (OCIE) Team that focuses on product sourcing and managing relationships with suppliers and customers at the program level. Our OCIE Team manages our business alliances and contractual relationships, ensuring ADS has access to all of the products our customer's need to successfully complete their missions. While the OCIE team focuses on the products provided under this contract, our additional Market Team focus areas are:</p> <ul style="list-style-type: none"> - Aviation - C4ISR - Countering Weapons of Mass Destruction - Expeditionary - Maintenance, Repair & Operations - Medical - Weapons & Optics <p>ADS' Vertical Teams include:</p> <ul style="list-style-type: none"> - Air Force - Army - Europe - Federal - Navy/USMC - SOCOM

<p>24</p>	<p>Dealer network or other distribution methods.</p>	<p>Once potential suppliers are identified, ADS initiates our rigorous selection program to ensure we source quality parts and materials from the most responsive and responsible companies available. ADS evaluates suppliers based on their:</p> <ul style="list-style-type: none"> - Past performance - Reputation for reliability - Financial responsibility - Approach to customer service - On-time delivery - Order accuracy - Cost competitiveness - Product quality and quality assurance measures - Compliance with industry standards <p>In addition to our large supplier network, ADS has ongoing relationships with more than 20 CONUS and OCONUS transportation providers that ensure we will continue to efficiently and effectively distribute orders to our customers worldwide. In the last 20 years, ADS has delivered products to over 140 countries throughout the world.</p> <p>ADS ensures we partner with reliable, responsible, and responsive suppliers and transportation providers to deliver high quality products to our customers, reducing potential warranty, return, and discrepant order scenarios.</p> <p>When items are shipped directly from the supplier, ADS works with our suppliers to track the delivery of each product using the following real-time metrics:</p> <ul style="list-style-type: none"> - Initial Ship Date – The date initially provided by the supplier at the time of purchase order. - Final Ship Date – The last provided by the supplier prior to shipment. - Contract Required Date – The date ADS is held to by contract terms. - Customer Need by Date – Any verbal date the customer has provided. <p>We also calculate the expected days to ship and will coordinate with our transportation providers to ensure timelines are clear and accurate. This number is shown to the ADS Sales Representative on every quote line so they can compare the supplier promised date against their performance. If the supplier quoted lead time drastically differs, the designated ADS representative is empowered with solid data to address performance issues with the supplier and reduce delivery risk. ADS aims to set realistic delivery expectations with our customers to meet their deadlines.</p>
<p>25</p>	<p>Service force.</p>	<p>ADS and our suppliers have a streamlined process that enables our customers to not require a services component to the products offered under this contract. Items purchased will include easy to use pamphlets that allow for self-sizing and training. We have reiterated the below in Table 8: Value-Added Attributes section below.</p> <p>Training and fitting is provided through easy-to-use pamphlets that can be referenced by the customer and should be a sufficient guide to help to order equipment without the need to fly someone out to each location. If additional training/fitting is required, High Ground Gear/Ehmke Manufacturing will fly someone out to the location that purchased either \$50K in product on one delivery order, OR a quantity of 100 concealable vests on one delivery order. This additional training is at the discretion of High Ground Gear/Ehmke Manufacturing and will need to be approved by the on a case by case basis. Additional fitting/training is subject to a fee depending upon the location of the end users and will be quoted at the time of purchase if the above two criteria are not met, or it is not approved by the supplier.</p> <p>*For the Bomb Suits only - MED ENG can provide bomb suit training if need to include sizing for all bomb suits. This is optional for the squads. We will send out trainers at no cost to the department.</p> <p>For the K9 Vests, our partner supplier Eagle Industries has a great system to limit the need for sizing dogs on the spot. If the customer selects the CAV Vest Package (Part Number: CAV-2-PKG-[color]) then the customer will be shipped a sizing vest that they will secure on the dog. The sizing vest allows the owner to strap the vest on the dog which will then give you a series of numbers/letters to help achieve the correct fit. This is a sized-to-fit solution that comes with additional zipper panels incase the dog were to fluctuate in size.</p>

26	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>ADS' number one priority is to ensure legendary customer service and complete customer satisfaction. Each individual ADS employee works toward the same mission of serving those who serve because we believe every hero deserves to come home. Our company is our people, and we provide the highest level of customer service because our culture of excellence and the core values of commitment, attitude, initiative, innovation, drive, and accountability are instilled throughout our workforce.</p> <p>Customer service is paramount to ADS, as proven by our Net Promoter Score (NPS) of 77 in calendar year 2019 (far exceeding the benchmark "legendary service" score of 70). The NPS is the industry standard for measuring customer satisfaction and loyalty, and our score indicates that our customers are highly satisfied with our work and are very likely to promote ADS to their friends and colleagues.</p> <p>To ensure the highest level of customer service, ADS has a designated Customer Loyalty Team that focuses on our customer's complete satisfaction. This team assists customers by fielding phone calls and emails to answer questions and/or provide solutions when able. Customer Loyalty manages returns and exchange orders while also handling any changes or problems once an order is placed. This team identifies problems hindering the customer's experience and works towards resolution to ensure our customers can complete their mission.</p> <p>ADS' Customer Loyalty Team is available to answer all incoming requests 24 hours per day by calling the ADS toll-free number (866-845-3012) or emailing our Customer Loyalty Team (customercare@adsinc.com) who will forward the request to appropriate personnel. A technical expert will respond to any request for assistance within 24 hours of message receipt and will assist customers with order tracking and problem resolution for any service or quality issues, quantity discrepancies, and warranty disputes, ensuring customer satisfaction.</p>
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	ADS has over 20 years of distributing and delivering equipment CONUS and OCONUS. For every order ADS receives, we take into account delivery requirements, time frame and the destination for the equipment being shipped. ADS delivers approximately 60,000 orders annually to a wide variety of locations, including numerous delivery points within the United States.
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	In addition to ADS' proven success with deliveries of EAR99, EAR/ITAR restricted products OCONUS, our main supplier High Ground Gear (a product division of Ehmke Manufacturing Company, Inc) regularly provides its wide product offering (tactical nylon gear, soft body armor and hard armor plates) to the Royal Canadian Mounted Police (RCMP), the Calgary Police, the Canadian DOD, and the Canadian Special Operations Regiment. ADS' and our partner's abilities and understanding of shipping the type of product requested on this RFP does require a lot of knowledge to properly file with customs, as well as filing for export licenses. ADS has a dedicated Compliance Manager to ensure all rules and regulations are followed when delivering restricted products OCONUS. This knowledge is especially important to mitigate the risk of shipping delays, which ultimately can impact the end user's mission.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Though ADS does not anticipate limiting logistics support to any section of the US or Canada, there are considerations with ITAR controlled items (such as ballistic armor) which require ITAR and or Commerce Control licenses which could delay and/or prohibit certain order executions OCONUS. ADS has a fully engaged Export Compliance team which can assist, but the consideration of ITAR was not mentioned in the RFP or the sample contract, so is being mentioned here as a potential consideration of Sourcewell's partner selection. This will need to be reviewed on a case by case basis based on requested product and manufacturer restrictions.
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	ADS does not anticipate any limitations on participating entity sectors.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	ADS currently ships armor to Hawaii (Honolulu) & Alaska (Anchorage) along with Puerto Rico (San Juan) & Virgin Islands. We do not anticipate any issues shipping to these locations, as ADS already supports federal offices in these locations.

Table 7: Marketing Plan

Line Item	Question	Response *
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32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>In addition to ADS' 200 person Sales Team who will communicate and market the contract to eligible customers and potential new suppliers, ADS has a dedicated Marketing Department. Our Marketing Team strategy focus on Integrated Marketing, Events and Brands, as outlined below:</p> <p>Integrated Marketing:</p> <ul style="list-style-type: none"> • Lead Nurturing • Existing Customer Communications • Email Marketing • Marketing Systems • Analytics <p>Events:</p> <ul style="list-style-type: none"> • Hosted and Attended Event Experiences • Event Analytics / Insights • Event Lead Capture • Event Marketing <p>Brand:</p> <ul style="list-style-type: none"> • Brand Strategy • Marketing Collateral Development • Social Media • Digital Advertising • Search Engine Optimization • Corporate Communications and Public Relations • Product and Capability Catalogs <p>Evidence of ADS' marketing assets can be viewed at https://adsinc.com/catalogs. A small sample has been provided in the supporting documents section as well.</p> <p>ADS' Marketing Team will work in conjunction with our Sales Team and Sourcewell to provide high quality, detailed marketing materials and distribution assistance as requested through this contract.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>ADS tracks the performance of all marketing activities. Our designated Marketing Team monitors current events in order to publish the most engaging content relevant to both our suppliers and customers. Our website is constantly optimizes metadata and content in order to achieve better search engine optimization performance and increase conversions from all sources. At both virtual and in-person events, robust lead capture and nurturing is utilized in order to streamline customer contact.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>ADS anticipates utilizing our own marketing department to create collateral to distribute to existing SLED customers by advertising the support capability of a Sourcewell cooperative agreement. ADS employees full time designated sales staff, assigned by territory, which would encourage distribution to new customers by our in territory, either in person as part of sales presentations (COVID permitting) and also in the virtual environment through targeted email and virtual tradeshow campaigns. In our current partnership under existing contracts with the Defense Logistics Agency, contract clauses include joint promotion of contract capabilities, both by DLA and the Prime Awardee (ADS). These efforts are performed at no cost to the Government. ADS would also be very open to discussion on joint promotion of resulting with Sourcewell capabilities as well.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>ADS has successfully built e-commerce sites directed towards specific customers based on awarded contracts. Users are provided unique log in's and sites are easy to navigate. Sales support personnel are available 24/7 should any problems arise. Our full vendor portfolio is not available to general public online; pricing disparities due to differing contract fees affect end user pricing to such a degree that one generic web platform would be untenable. ADS also does not sell to the general public.</p> <p>For example, the Air Force BAMS (Battlefield Airmen Management System) a web-based database system used by all Air Force career fields from 2007-2012 shipping worldwide. ADS helped create the BAMS program in order to better service the unique product requirements of the Air Force Special Operations community. BAMS customers place orders through a website that allows users to request standardized materials assembled for a specific battlefield airmen's mission. This system promoted equipment accountability, management, and control of funds for over 11,000 users. Following BAMS, ADS adapted, improved on, and grew our e-commerce capabilities for customers with similar requests and mission requirements.</p> <p>Specifically related to this RFP, we currently have (3) e-commerce websites specifically with the FBI in which we sell Body Armor and relevant accessories. In the supporting documents section please see "Table 7 – Line Item 35 - ADS & FBI ECOM Solutions 2020" for additional details. If requested as part of the contract, Sourcewell could receive its own fully operational, unique log in e-commerce site within 60 days.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>ADS and our suppliers have a streamlined process that enables our customers to not require a services component to the products offered under this contract. Items purchased will include easy to use pamphlets that allow for self-sizing and training. We have reiterated the below in Table 8: Value-Added Attributes section below.</p> <p>Training and fitting is provided through easy-to-use pamphlets that can be referenced by the customer and should be a sufficient guide to help to order equipment without the need to fly someone out to each location. If additional training/fitting is required, High Ground Gear/Ehmke Manufacturing will fly someone out to the location that purchased either \$50K in product on one delivery order, OR a quantity of 100 concealable vests on one delivery order. This additional training is at the discretion of High Ground Gear/Ehmke Manufacturing and will need to be approved by the on a case by case basis. Additional fitting/training is subject to a fee depending upon the location of the end users and will be quoted at the time of purchase if the above two criteria are not met, or it is not approved by the supplier.</p> <p>*For the Bomb Suits only - MED ENG can provide bomb suit training if need to include sizing for all bomb suits. This is optional for the squads. We will send out trainers at no cost to the department.</p> <p>For the K9 Vests, our partner supplier Eagle Industries has a great system to limit the need for sizing dogs on the spot. If the customer selects the CAV Vest Package (Part Number: CAV-2-PKG-[color]) then the customer will be shipped a sizing vest that they will secure on the dog. The sizing vest allows the owner to strap the vest on the dog which will then give you a series of numbers/letters to help achieve the correct fit. This is a sized-to-fit solution that comes with additional zipper panels incase the dog were to fluctuate in size.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>ADS' products proposed under this contract offer the proven ballistic protection that stands up to NIJ certification. All materials used are heavily used within the industry, however, our partner's construction and manufacturing processes are what set our offer apart from our competitors.</p> <p>EOD 10/ EOD 10E are certified under the NIJ CR-0117.00 & NIJ - 0117.01, Public Safety Bomb Suit Certification Program.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>ADS' mission to support every hero so that they may safely return home, includes supporting DOD initiatives promoting efficiency, sustainability, and environmental stewardship. We are constantly looking to improve upon our processes and impact on the world around us. ADS' has dedicated resources focused on expanding our relationships with leaders in the green energy and renewable resources sector and promoting these green companies within the Department of Defense. A few companies ADS has partnered with to learn more about how we can improve our green initiatives include:</p> <p>Energy Focus - Shipboard LED lighting reduces shorepower energy consumption by nearly 50%, effects which are realized at bases and ports-of-call all over the world.</p> <p>LexTM3 AMMPS Microgrid - Selling products that utilize Tactical Microgrid Standards reduces JP-8 and Diesel fuel consumption during training and deployments. There is less opportunity for fuel spills, shorter generator runtimes, and more efficient combustion of the fuel.</p> <p>Opsdirt - Opsdirt is an environmentally safe product that is used to build temporary roads, runways, and any other type of surface where concrete or asphalt might have been the first choice. The solution is mixed with the existing dirt and hardens in a few days. Once operations have completed, and the area is being evacuated, the surfaces can be broken up with heavy equipment graders, or left to naturally decompose.</p> <p>We are continuing our pursuit to improve our green initiatives and reduce our environmental impact.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>As outlined above, ADS continues to work on our green initiatives through our long standing, and newly developed partnerships.</p>
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>As per the Small Business Administration guidelines, ADS is self-certified small business with under 500 employees. Additionally, our suppliers, High Ground, Med Eng and Blueridge Armor are small businesses.</p>

41	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>ADS is a unique service provider in that we have several different vendors per product category. As we read the RFP and questions regarding this solicitation and we discovered that we have the opportunity to add on products (with approval) after we submit this initial bid, we have even a wider breadth of products to offer and we feel strongly that we can meet the need of the customer for whatever item they may need to complete their mission.</p> <p>ADS' portfolio of partner vendors and manufacturers all us to handle the logistic support, as well as the contracting maintenance, so we can help them stay on track and on target by doing what they do best, while providing the end user only one person to contact to take care of their entire order that may consist of multiple vendors to fulfill. We feel that this is an enormous value add to the customer to save time to ensure they receive the products they need even faster.</p>
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Table 9: Warranty

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	<p>Regarding the concealable/tactical vests, High Ground provides a lifetime warranty against manufacturing defects and workmanship. All NIJ 0101.06 ballistic products (hard and soft) are warranted for a time of 5 years IAW NIJ 0101.06. The 5 year warranty starts after 5 years after receipt of the product by the customer.</p> <p>*The K9 vests from Eagle Industries warranty also covers manufacturing defects and workmanship.</p> <p>*The shields offered by ADS for this RFP opportunity is a 5 year warranty</p> <p>*Bomb Suits from Med-Eng warrants that their products will be free from defects in materials and/or workmanship for a period of twelve (12) months except for; a) Med-Eng EOD 9, EOD 10, and TAC 6 products which are covered for a period of twenty-four (24) months (excludes rechargeable batteries) and; (b) Med-Eng Hook & Line ("HAL") products which are covered by a limited lifetime warranty. Warranty commences on the date of delivery of the products to the Buyer, unless otherwise agreed between the Parties.</p>
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	For tactical nylon products it will be determined if there is a failure due to manufacturing workmanship, and not by the use of the product.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No- All items that are approved by the OEM to be covered under the warranty to either be reworked for repair or replaced can almost always be identified via pictures sent in an email. At that time, after approval, the item will need to be shipped back to the manufacturer for such repair work to be completed.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	N/A - Please see the above response for warranty repair information.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Similar to all Body Armor and relevant accessory contracts ADS currently manages and has previously discussed, we will pass on the manufacturers warranty and assist, both through automated processes and dedicated Customer Loyalty After Sales Specialists, any customer requiring warranty assistance. All manufacturers have warranty letters that details what is covered which can be provided at point of sale. When it comes to manufacturer warranties for Body Armor specifically, the industry average is 5 years. ADS warranty claims have step by step return/exchange process available on request, freight paid by ADS or vendor partner depending on the reasons for return.
47	What are your proposed exchange and return programs and policies?	<p>ADS flows down our manufacturer's warranty terms to include returns and exchanges. The policy for the items included under this bid are as follows:</p> <p>30 Days for returns on Nylon and Carriers (with a 15% restocking fee).</p> <p>No returns on hard armor unless prior approval has been received by the manufacturer.</p>
48	Describe any service contract options for the items included in your proposal.	In addition to dedicated full time territory Sales Representatives within the State and Local market available to assist, ADS employs a full time Customer Loyalty Associates available 24/7 empowered to assist with any after order issues. ADS has perfected low impact, no contact sales of Body Armor and relevant accessories to minimize the need for in person contact. This has streamlined and improved our ability to respond to and assist customers with service issues. In direct relation to the products being offered, no additional in person services are required or provided as part of our offer at this time. For full details on ADS' Customer Loyalty Team, please see Table 6 - Line Item 26.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Net 30.
50	Describe any leasing or financing options available for use by educational or governmental entities.	No leasing or financing options are offered at this time.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>ADS uses an Oracle system to book orders, track invoices, provide purchase order acknowledgement and shipping notices. This enables us to keep thorough documentation on each order. The system allows us to store information about customers, suppliers, and products; automate the conversion of entered sales orders to purchase requisitions; manage our inventory system; process shipments; track orders and delivery dates; automate our invoicing process and more. By utilizing a robust database with unbreakable grid infrastructure, ADS can expedite the ordering process, forecast demand, and streamline the procurement supply chain, reducing costs and ensuring our customer's requirements are met.</p> <p>Once an order is received, it is categorized based on delivery requirements and entered into the ADS Oracle system for tracking within 24 hours of receipt. Orders are reviewed for accuracy and are categorized by delivery requirements before being sent to the supplier.</p> <p>ADS' Order Booking Team will then finalize the order in the Oracle system and the order moves through the fulfillment process. Once the purchase order is issued, the ADS Buyer:</p> <ul style="list-style-type: none"> - Obtains the expected ship date from the supplier - Enters the information into Oracle - Follows up to ensure the shipment remains on schedule - Ensures all orders are delivered by the required delivery date <p>A purchase order acknowledgement will be created that includes the order line item number, item identification and part number, quantity ordered, quantity to be delivered, unit of measure, unit price and delivery order number.</p> <p>Once ADS receives confirmation from the supplier that the order has shipped, the shipment will be tracked daily to determine the time of delivery. When a shipment has been delivered, a Proof of Delivery will be created and our invoice is completed internally.</p> <p>At every step in the order and delivery process, ADS' electronic systems enable our personnel to monitor our performance and management oversight is utilized when needed to ensure that every order is filled. ADS Buyers closely monitor open purchase orders through Oracle and ADS' online platform, the ADS Connects Supplier/Customer Portal. Any purchase order changes must be approved by an ADS Buyer to be contractually binding, ensuring control over all subcontracting efforts. This process allows ADS to track and resolve any potential issues as soon as possible, ensuring we are able to meet and exceed the outlined performance standards for each of our contracts.</p> <p>In addition to our Oracle order booking system, ADS has created ADS Connects, a customer and supplier portal that provides transparency and visibility while allowing our customers to track their orders in real-time for the most up to date information. The ADS Connects Portal provides our customers with access to real-time order tracking, previous and current orders, open quotes, invoices and files for returns.</p> <p>For additional details on this process, please also see Table 13 regarding ADS' internal metrics.</p>
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No. ADS does not accept the P-card procurement and payment process.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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.	ADS' partner vendor network, in which we represent key industry manufacturer's and distributors through our sales network and marketing campaigns, offer ADS value added discounts which we can then, in turn, pass on to other contract mechanisms and customer bases. The Pricing Matrix spreadsheet included in the Supporting Documents section shows tabbed categories, SKU/Part Numbers of item options/colors, MSRP if applicable, as well as the discounted rates to Sourcwell. Quantity breakdowns apply where specifically offered.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discounts vary across vendors. See attached "ADS Pricing - RFP 011221 Body Armor (Sourcwell)" to review all item's MSRP, Sourcwell discount in dollars each, and percentage difference between Sourcwell pricing and MSRP. All items have between 1 and 46% discount, depending on profit margins, discount rates, and what the market can bear.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity discounts are only available from vendors who offer them. Some vendor discount structures, due to the volume of sales ADS produces through various other contracts, are automatically applied for any quantity purchased, and so pricing for max level sales is available to Sourcwell even at quantity 1. The Pricing Spreadsheet included in the Supporting Documents section breaks down which items have quantity breaks, and which are flat pricing regardless of quantity.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	ADS will supply a quote for each "sourced" product request on open market or non standard options. Currently, our bid response mechanisms track and respond to 100% of all bids on COTS procurement within 48 hours. We have existing relationships with most industry leaders in this category/scope of equipment (body armor and relevant accessories). ADS can thus provide exact match options to most bid requests, and "or equal" with comparison specs where exact match does not fit into our Partner Vendor distribution network.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	*Training and sizing will be a separate cost depending upon the location needing served, and the item (as noted above for each product category) unless the minimum quantities will be met for the requirement to not be charged a fee. Only Bomb suits sizing/training will be provided at zero cost to the end user. *Majority of the items will be able to be sized and trained through the use of equipment instructions/pamphlets for the end user. The price quotes are FOB Origin, meaning shipping will need to be determined at the time of purchase (see answer below for process).
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	All price quotes from ADS for this solicitation are FOB Origin at this time. Once an end user is ready to place an order, ADS will reach out to each manufacturer once an order is ready to provide the customer with detailed shipping quotes for each location. ADS would have been delighted to streamline the process to support this effort with FOB Destination pricing; however, the products are so different to properly gauge shipping costs at this time. ADS feels that the customer will benefit more of a cost savings to get accurate shipping costs for each order.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Please see above answer. The shipping quotes are all FOB Origin and we will provide a price quote to all of the listed locations for each order. OCONUS shipments are subject to EEI filings with customs as well as export licenses (Canada) and delivery times may vary dependent upon the timing of obtaining a license for each order.

60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	ADS specializes in controlled COTS delivery throughout the world on a drop ship basis. Our online customer portal allows customers to view real time info on pending shipments, and a team of Customer Loyalty Specialists is available 24/7 to assist with expediting orders. For the purpose of returns and replacements, or other issues where standing stock is required, ADS owns and manages two 80,000 sq ft facilities to warehouse, consolidate, and distribute equipment and supplies. Each facility employs personnel trained in Government-specific labeling, packaging, handling, and quality requirements. Both facilities work in conjunction with other ADS Teams to ensure all products are received, consolidated, and distributed to customers by the required delivery dates.
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	ADS received our ISO 9001 certification in 2008 and has had regular audits since to maintain this status. In our most recent audit, we received two commendations for our exceptional systems. Under related contract vehicles already managed by ADS, we are required to ensure all selected suppliers provide materials for sale, to include a Quality Management System (or will consent to on-site audit of their quality system). This ties in to all purchasing policy and procedures. ADS ensures our Source Restriction Compliance Plan is followed via quarterly audits of our suppliers. Adaptive practices have been used to transfer internal capabilities for use in new contracts, and would be implemented here. All existing ADS DOD and Federal contracts include pre-approved fair and reasonable pricing for part number specific bidding. Through decades of working with industry leaders in a variety of product fields, ADS has expanded the aperture of sourcing and built strong value added networks to ensure best pricing and delivery to end users and procurement officials. Thus, our buying power and value added discounts can be passed on to new customers in emerging markets, to ensure best value for Sourcwell participating entities.
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	2%

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Please reference attached pricing list and specification sheets for full details on the products offered in this proposal.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> - Level IIIA concealable vests and carriers - Level II concealable vests and carriers - Tactical Vests/Plate Carriers & Cummerbunds - Level IIIA soft armor side armor (Shooter/ESAPI) and concealable panels - Level IV, III+, III, stand alone hard armor plates and inserts - Bomb suits and relevant accessories - Bomb helmets/visors - Bomb suit power supply and communications - K9 assault vests - Helmets and accessories - Riot shields

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

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

Line Item	Category or Type	Offered *	Comments
66	Concealable or covert vests	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please reference attached pricing list and specification sheets for full details on the products offered under this category.
67	Tactical Vests	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please reference attached pricing list and specification sheets for full details on the products offered under this category.
68	Armor plate or insert carriers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please reference attached pricing list and specification sheets for full details on the products offered under this category.
69	Hard and soft armor plates, inserts, panels, and backers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please reference attached pricing list and specification sheets for full details on the products offered under this category.
70	Bomb or blast-resistance suits	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please reference attached pricing list and specification sheets for full details on the products offered under this category.
71	K-9 (and other service animal) protective gear	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please reference attached pricing list and specification sheets for full details on the products offered under this category.
72	Other protective armor	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please reference attached pricing list and specification sheets for full details on the products offered under this category.

Table 15: Industry Specific Questions

Line Item	Question	Response *
73	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>ADS has internal systems and processes in place to ensure our contractual performance goals are being met or exceeded. As described above in Table 10, ADS' Oracle system and ADS Connects Customer and Supplier Portal enable us to keep thorough documentation and monitor the performance records for each order. This systems allow us to track a wide variety of metrics including on-time delivery rate and fill rate, ensuring we fill each order we receive completely per customer delivery requirements and timelines.</p> <p>On-Time Delivery Rate:</p>

ADS tracks our on-time delivery rate with regular monitoring and management oversight, calculating and monitoring this rate daily to ensure consistent compliance with contractual performance levels. ADS tracks the on-time delivery performance of each order, supplier and part in our system in real-time using the following metrics:

- Initial Ship Date – The date initially provided by the supplier at the time of purchase order
- Final Ship Date – The last date provide by the supplier prior to shipment
- Contract Required Date – Any dates ADS is held to in the contract
- Customer Need By Date – Any verbal date the customer has provided

We also calculate the expected days to ship and will coordinate with our transportation providers to ensure timelines are clear and accurate. This number is shown to the ADS Sales Representative on every quote line so they can compare the supplier promised date against their performance. If the supplier quoted lead time drastically differs, the designated ADS representative is empowered with solid data to address performance issues with the supplier and reduce delivery risk. Suppliers can access this same order data and other delivery metrics through the ADS Connects Supplier Portal as well. Our goal is to set realistic delivery expectations with our customers up front. This is also the best time to identify any alternate suppliers if required.

Once an order has been booked in the ADS Oracle system and the resulting purchase order has been sent to the supplier, the designated ADS Buyer has three days to confirm the initial ship date with the supplier and ensure this date will meet the contract required date. Sometimes the supplier is no longer able to meet the originally quoted lead time. Obtaining expected ship date confirmation for the purchase order is critical to customer service and on time delivery. The supplier can also enter the estimated ship date in the ADS Connects Supplier Portal. We will notify DLA immediately if any issues arise that would impact our ability to deliver on time. In order to ensure strict compliance and control over our suppliers and subcontracts, the ADS Buyer is the only individual within ADS that is authorized to make a change to the purchase order with the supplier.

Fill Rate:

ADS follows a specific plan with detailed processes to ensure we meet our contractual fill rates requirements. ADS personnel and systems monitor our performance daily and management oversight is utilized when needed to ensure that every order is filled. ADS' Order Booking Team is responsible for uploading and managing awards to create Oracle Sales Orders, monitoring fill rate and general order oversight.

Once an order is received, order data is imported directly into the ADS Oracle software business management tool. The order is reviewed by the Order Booking Team to ensure the data (i.e., part number, quantity, price, supplier, description, and delivery information) is accurate based on the contract. Once confirmed, the order is then "booked". This information is used throughout the rest of the order fulfillment process to ensure a complete match between the products requested and that in ADS' purchase orders, reports, and invoices.

Upon booking, a purchasing requisition and work flow task is automatically generated for the Purchasing Team by Oracle. The DLA order data is imported to the system's created purchase order which confirms the part number, quantity, and required delivery date. The ADS Buyer reviews and then sends the purchase order to the supplier. Simultaneously, the purchase order is visible to the supplier via the ADS Connects Supplier Portal. This portal links to our Oracle business system in real-time so suppliers can exchange information with us and make business decisions more efficiently. The ADS Buyer confirms via email the supplier ship date and verifies that it will meet the contract required delivery date.

Once delivered, proof of delivery is obtained by the ADS Finance Team and compared to the shipment details (i.e., part number, description, and quantity) provided by the supplier on their invoice or through the ADS Connects Supplier Portal. Any discrepancy is flagged and resolved with the supplier. This final order audit ensures that every order is filled completely and accurately.

In order to be as transparent as possible and provide real-time updates to ADS staff, our customers and our suppliers, ADS has created the ADS Connects Customer and Supplier Portal. This online system allows our customers to see what suppliers have promised to ship, when it should arrive, how many times that date has been updated and the date the latest update was provided. Our suppliers know that this information is available to customers in real-time, driving accountability to keep the data accurate and current. If the date provided by the supplier exceeds the contract required date, they are required to provide a reason for the delay. Should a supplier not provide the information proactively, the ADS Buyer will reconfirm the expected ship date on all long lead orders to ensure they remain on time.

		Purchase order and delivery metrics are monitored daily. They are also available real-time in the portal in order to increase transparency and accountability. The ADS Buyer also receives a daily summary report containing all purchase order lines due by month. All high-risk lines are highlighted in red, where high-risk is defined as a line with a lead time shorter than historical supplier lead time averages. An updated status on these must be received and a new delivery date entered by the end of that week. The ADS Purchasing Manager receives a summary view of all these reports daily and meets with the team weekly to review any issues.	
74	Describe any performance standards that your products meet and how they are tested.	The industry performance standard for body armor is the National Institute of Justice (NIJ), which any product offering from ADS will meet. If required, we can provide additional testing standards such as Frag, SOCOM testing, DEA & FBI protocol, etc.	*
75	Provide an overview of your Quality Management System and identify any accreditations it has received.	<p>ADS operates an ISO 9001:2015 certified Quality Management System (QMS) to ensure our ability to consistently provide products that meet customer and applicable regulatory requirements. ADS renews our ISO certification every 3 years – most recently on May 20, 2018. Proving our dedication to continually improve our processes and resource management, ADS works with an independent third-party registrar to conduct periodic audits every six months. We took initiative to obtain this internationally acclaimed certification to show our customers that we are dedicated to quality at every level of our business. Made up of representatives from 162 national standards bodies, the International Organization for Standardization (ISO) brings together experts to share knowledge and develop voluntary, consensus-based, market relevant standards that are the gold standard for a wide variety of industries. They give world-class specifications for products, services, and systems to ensure quality, safety, and efficiency. ADS received our ISO 9001 certification in 2008 and has had regular audits since to maintain this status. In our most recent audit, we received two accommodations for our exceptional systems.</p> <p>As an ISO 9001:2015 certified company, ADS uses a registered Quality Management System that functions as a proactive, risk-based, streamlined mechanism to for see and prevent problems while ensuring complete contractual compliance and customer satisfaction. ADS' QMS defines procedures each team must follow to ensure high quality material is delivered in accordance with specified order requirements.. These procedures help prevent order and delivery issues. Should a problem arise, our Quality Management System sets forth procedures to take corrective and preventative action. Our corrective and preventative action procedures are focused on eliminating the root cause(s) of product nonconformities, distribution processes, and any customer problems and applying lessons learned. A feedback system is used to provide early warning of quality problems with respective documentation on potential problems inputted into the corrective action system. Corrective actions are closed only when performance is verified. By enforcing our quality standards throughout the company, ADS maintains several checks and balances to provide oversight in areas potentially affecting customer satisfaction.</p> <p>Beyond our own quality certification, ADS demands a quality-focused supply chain and prefers to partner with companies that have established quality programs rooted in the principles of ISO 9001:2015 and other Quality Management Systems. ADS's ISO 9001:2015 certification is the culmination of our desire to provide consistently compliant contract performance and commitment to the continuous improvement of our internal procedures, training, and practices.</p> <p>Our Quality department is overseen by a full-time Director of Corporate Quality, and we maintain an internal team of auditors who regularly review and assess our procedures and practices at various times throughout the year to verify the integrity of our system. ADS also has training programs in place to ensure employees possess the necessary skills and knowledge to perform their jobs. The heart of ADS's quality system is our risk-based processes and online document database within Salesforce, which communicates processes across all departments within the company. Salesforce enables our Quality department to quickly and effectively update controlled documents and disseminate new information to employees to reflect changes to procedures or regulations. ADS's legendary customer service stems from our high-quality standards and ability to communicate changes to all employees using this central database of controlled documents and knowledge.</p> <p>A copy of ADS' ISO Certification is attached in the Supporting Documents section as "Table 15 - Line Item 75 - ADS ISO Certification".</p>	*
76	Describe any design and manufacturing processes or materials utilized that contribute to enhanced protection, overall durability, and increased wearer mobility and safety that differentiate your offerings.	ADS and our partner, Ehmke Manufacturing Company, Inc both have Quality Management System (QMS) that are ISO certified. ADS believes that this internationally recognized standard is important to provide our customers to showcase our dedication to ensuring we are providing the best products and customer service. Ehmke Manufacturing's ISO certification highlights their dedication to their production process, document and order control procedures, as well as their product quality, which is why ADS is delighted to have them as a partner on this RFP.	*

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.

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_Body Armor_RFP 011221 Tue January 5 2021 04:33 PM	<input checked="" type="checkbox"/>	3
Addendum_7_Body Armor_RFP 011221 Thu December 31 2020 02:24 PM	<input checked="" type="checkbox"/>	1
Addendum_6_Body Armor_RFP 011221 Tue November 24 2020 03:44 PM	<input checked="" type="checkbox"/>	1
Addendum_5_Body Armor_RFP 011221 Tue November 24 2020 09:47 AM	<input checked="" type="checkbox"/>	1
Addendum_4_Body Armor_RFP 011221 Mon November 23 2020 12:23 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Body Armor_RFP_011221 Fri November 20 2020 11:12 AM	<input checked="" type="checkbox"/>	2
Addendum_2_Body Armor_RFP_011221 Thu November 19 2020 01:45 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Body Armor_RFP_011221 Tue November 17 2020 11:05 AM	<input checked="" type="checkbox"/>	2

**AMENDMENT #1
TO
CONTRACT # 011221-ADS**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Atlantic Diving Supply, Inc.** (Vendor).

Sourcewell awarded the Vendor a contract to provide Body Armor with Related Accessories, Equipment, and Services to Sourcewell and its Participating Entities from February 22, 2021, through February 19, 2025 (Contract).

NOW, THEREFORE, the parties wish to amend the Contract as follows:

1. Vendor’s terms related to pricing discounts, found in Vendor’s Proposal line item 53 under “Table 11: Pricing and Delivery,” is deleted in its entirety and replaced with the following:

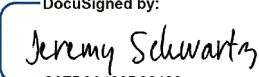
RESPONSE: ADS’s partner vendor network, in which we represent key industry manufacturers and distributors through our sales network and marketing campaigns, offers ADS value-added discounts, which we can then, in turn, pass on to other contract mechanisms and customer bases. The vendor discount matrix ‘ADS Pricing RFP 011221 Body Armor (Sourcewell)’ shows specific discounts by category and quantity breakdowns where offered. Supplier’s Discount Matrix will be provided to Sourcewell occasionally and incorporated into this Contract by reference. Supplier will maintain a Master Price File, incorporated into this Contract by reference, and will be available upon request.

2. Vendor’s terms related to pricing discounts, found in Vendor’s Proposal line item 54 under “Table 11: Pricing and Delivery,” is deleted in its entirety and replaced with the following:

RESPONSE: Discounts vary across vendors and will be provided off of MSRP/List price. All items have between 1 and 46% discount, depending on profit margins, discounts and what the market can bear.” Supplier’s Discount Matrix will be provided to Sourcewell occasionally and incorporated into this Contract by reference. Supplier will maintain a Master Price File, incorporated into this Contract by reference, and will be available upon request.

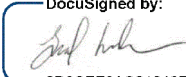
Except as amended above, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:

 By: _____
 C0FD2A139D06489...
 Jeremy Schwartz, Director of Operations/CPO

Date: 4/10/2024 | 1:44 PM CDT

Atlantic Diving Supply, Inc.

DocuSigned by:

 By: _____
 2D3CEF6AC21046E...
 Brad Anderson

Title: EVP, Contracts & Projects

Date: 4/10/2024 | 2:16 PM EDT