

**MASTER AGREEMENT #091924****CATEGORY: Body Armor with Related Accessories, Equipment and Services****SUPPLIER: Atlantic Diving Supply, Inc. (ADS)**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Atlantic Diving Supply, Inc. (ADS), 621 Lynnhaven Parkway, Suite 160, Virginia Beach, VA 23452 (Supplier).

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

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

**Article 1:
General Terms**

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

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

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

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

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

8) Supplier Representations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

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

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

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

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

19) **Grant of License.**

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

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

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

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

c) **Use; Quality Control.**

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

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

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

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

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

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

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

Article 3: Supplier Obligations to Participating Entities

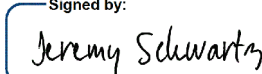
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

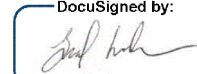
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within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

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

Sourcewell

Atlantic Diving Supply, Inc. (ADS)

Signed by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 3/7/2025 | 3:00 PM CST

DocuSigned by:

 By: 2D3CEF6AC21046E...
 Brad Anderson
 Title: EVP of Contracts
 Date: 3/7/2025 | 10:44 AM EST

RFP 091924 - 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 August 27, 2024 14:21:28

Submitted On: Thursday September 19, 2024 14:22:24

Submitted By: Sean Johnston

Email: sjohnston@adsinc.com

Transaction #: 367fed69-3671-42c9-9cb6-040a4a4a5dbe

Submitter's IP Address: 98.168.116.121

Specifications

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

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Atlantic Diving Supply, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	ADS, Inc.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1CAY9	*
5	Provide your NAICS code applicable to Solutions proposed.	339113	
6	Proposer Physical Address:	621 Lynnhaven Parkway, Suite 160 Virginia Beach, VA 23452	*
7	Proposer website address (or addresses):	adsinc.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Brad Anderson, EVP of Contracts, banderson@adsinc.com, 757-963-8748	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Sean Johnston, Federal Sales Director, sjohnston@adsinc.com, 757-963-8744	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Scott Shumate, Senior Proposal Manager, sshumate@adsinc.com, 757-352-2545	

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

Line Item	Question	Response *	
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11	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>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>Over the past 10+ years, ADS has invested numerous resources into expanding our equipment and contract solution capabilities to the public safety market. ADS has been able to carry over vendor partnerships with industry leading manufacturers and apply the latest and greatest gear and technologies from the DoD and Federal agencies to State and Local Entities. Much of this success has been due to our multiple Sourcwell contract offerings and various categories ADS is able to offer through cooperative purchasing, to include:</p> <p>*Body Armor and Ballistics, Bomb Suites, Public Safety Training and Equipment, Law Enforcement Equipment and Firefighting Equipment and Solutions along with many other categories of solutions focused on the public safety market.</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 \$3.6 billion in equipment in 2023.</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 infectious 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."
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12	What are your company's expectations in the event of an award?	<p>If awarded this contract, ADS plans to leverage the increased momentum we have experienced from the previous Sourcewell Body Armor contract and focus on expanding our depth and breadth of capabilities within existing and new customer accounts. ADS is currently managing a large sales pipeline specifically within the body armor and bomb suit market. Being awarded the next iteration of this contract would allow us the opportunity to close and capitalized on those sales as well as continue to gain trust within the public safety accounts, which would ultimately allow us the opportunity to utilize our other existing Sourcewell contracts for the benefit of the customers. ADS is also managing heavy volume sales within the DoD and Federal agencies, specifically within the body armor market that we would hope to carry over into this space by leveraging large past performance and best in class technology and products.</p> <p>Additionally, ADS would begin a thorough marketing and promotion campaign and educate new and existing departments and public safety agencies of the new version of this contract. We will continue to work diligently with agencies to bring them the industry leading equipment that we offer on contract and work with them to establish their registration through Sourcewell or update their existing contract portfolio to include the new equipment contract. We will educate end users alongside their connected purchasing and procurement teams and representatives.</p> <p>ADS will also request that all identified contract vendors take a Sourcewell education course, either virtually or in person, in which they will learn the essentials of cooperative purchasing and understand the process to educate end users. We believe our close partnerships with the select vendors will allow us to promote the best-in-class equipment solutions to public safety departments and agencies throughout the fiscal year.</p> <p>This contract will allow us to provide a one stop solution for all body armor, bomb suits and related equipment and will allow us to continue to provide best in market customer service to our nations hero's. With this contract, we plan to manage, monitor and utilize the "Buy Sourcewell" ecommerce platform to the extent of its abilities and market its value to all customers and agencies.</p>	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>ADS has ample financial capability and capital to perform on this contract. The primary source of financing for the contract is ADS's \$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>	*
14	What is your US market share for the Solutions that you are proposing?	<p>With the current selection of vendors, our US market share over the past 3 years represents \$54M in revenue between DoD, Federal and State & Local sales for solutions offered on this RFP and additional \$5M+ tracking year to date for 2024.</p> <p>ADS works with many vendors with similar capabilities in relation to the scope of the contract and the types of equipment offered and fully anticipate adding additional products and solutions throughout the contract as the market continues to evolve. We also plan on introducing different and new products and solutions into the law enforcement and public safety market as we continue to see development and success from DoD and Federal agencies with similar mission sets.</p>	*
15	What is your Canadian market share for the Solutions that you are proposing?	ADS' Canadian Market Share for the last 3 years is over \$1.75M.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	ADS is a distributor/dealer/reseller. Written authorization from our various suppliers is provided as an attachment with our supporting documents.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The companies that we use all go through ADS' due diligence and 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). 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.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	In the last 25 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 2023 performance has been ranked: #1 DLA Supplier #17 GSA Contractor #10 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 - 16th Best Place to Work in Virginia - 2024 Top Work Place in Distribution - Inside Business: Top Work Places in 2024 - Military Friendly Brand - Military Friendly Employers Award	*
21	What percentage of your sales are to the governmental sector in the past three years?	~92%	*
22	What percentage of your sales are to the education sector in the past three years?	ADS has generated roughly \$5.5M in revenue within the education sector in the past 3 years. This totals less than 1% of our total company sales in this timeframe.	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Sourcewell: Combined Contracts for Previous 3 Years: \$3M Revenue (Body Armor #011221-ADS, Public Safety Training Equipment #011822-ADS, Law Enforcement Equipment #090122-ADS, Firefighting Equipment #020124-ADS) 2024: \$2.3M 2023: \$848K 2022: \$163K NYHIRE: Combined Previous 3 Years: \$1.4M 2024: \$867K 2023: \$2K 2022: \$542K GSA: Combined Contracts for Previous 3 Years: \$90.9M 2024: \$27.6M 2023: \$35M 2022: \$28.3M Combined Contracts for Previous 3 Years (State and Local customers only): \$7.3M 2024: \$2M 2023: \$1.9M 2022: \$3.4M	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	ADS previously held 7 GSA Schedules, that were recently consolidated into one MAS GSA contract (Contract No. 47QSMA19D08Q1). Under this contract, ADS has provided more than \$222.62M in product sales over the last three years (2021, 2022, and 2023).	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Columbus GA Consolidated Government	Chelsey Hill	856-382-6073	*
Georgetown TX PD	Jen Peterson	512-930-2500	*
Newport Beach CA PD	Jason Al-Imam	949-644-3681	*

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

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

Line Item	Question	Response *	
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26	Sales force.	<p>ADS's 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 and public safety agencies all 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's 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 27 years, ADS has developed a sales organization that includes over 210 trained Sales Representatives worldwide who are able to communicate the contract capabilities and make customer visits.</p> <p>As part of ADS's 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 with compaines in the Body Armor and Related Accessories, Equipment, industry, ensuring ADS has access to all of the products our customer's need to successfully complete their missions. The OCIE team also manages a large portion of the equipment we sell to law enforcement and public safety agencies. While the OCIE team focuses on the products provided under this contract, our additional Market Team also manage a large portfolio of products sold to law enforcement and public safety agencies and their 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's Vertical Teams include:</p> <ul style="list-style-type: none"> - Air Force - Army - Europe - Federal - Navy/USMC - SOCOM - State and Local
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27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>With the support of all of our Sales Teams, ADS has grown a large network of suppliers and manufacturers, ensuring we will provide Sourcewell's Participating Entities with the full range of Equipment Solutions to law enforcement and public safety agencies under this contract.</p> <p>Since our founding in 1997, ADS has developed relationships with a wide array of responsive and responsible suppliers to enhance our program performance. Additionally, ADS continually seeks to add new alliances to our current network to better serve our customer's needs at the best value possible.</p> <p>Over the last 25 years ADS has developed relationships with more than 6,100 suppliers. ADS regularly evaluates the market and actively pursues relationships with top suppliers in industry that will allow us to respond to Sourcewell's Participating Entity's requirements.</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 25 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>
28	Service force.	<p>ADS and our suppliers offer a multitude of equipment largely utilized in the public safety space along with Federal and DoD agencies and branches. Body armor does not require complex services or in-depth training. However, ADS will work with customers and manufacturers to make sure officers and agents are sized, training and educated on the product once an initial order is placed. ADS will also offer multiple online tools to help agencies with any frequently asked questions or training tutorials for troubleshooting the gear. This same capability is offered for departments purchasing bomb suits. For items that do require services or training that are not included in the initial equipment purchase, we will offer them as either separate line items that can be added to a purchase or include it in the cost of goods if requested.</p>

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>ADS has a process in place to ensure all items are purchased and delivered on time. We understand the importance of providing our customers the items they require by the agreed upon delivery date and the impact late deliveries may have on their mission success.</p> <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>
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30	<p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>ADS's 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 Customer Satisfaction Survey (CSAT) of 93 in year 2024 (far exceeding the benchmark "legendary service" score of 75). The CSAT 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 Care 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 Care 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 Care 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 Care Team (customer@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> <p>Additionally, ADS focuses on partnering with manufacturers who also echo our passion for legendary customer service, and we hold our partners accountable for embracing the same values. Through our partnerships, we work hand-in-hand with OEMs to make sure any equipment issues are taken care of immediately and with accuracy.</p>
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31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities.	<p>As a whole, ADS has over 26 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 within the United States.</p> <p>ADS also has a dedicated State and Local sales team who manages customer relationship with specific agencies across the nation. Those agencies include, but are not limited to Law Enforcement, Fire, EMS, Emergency Management Agencies, Search and Rescue Team, and Education customers. The ADS representatives on the State and Local team have grown and maintained customer relationships for over 16 years and have successfully provided and executed equipment solutions during that timeframe.</p> <p>The ADS State and Local team has assisted law enforcement departments with their equipment requests and help facilitate their purchases throughout the fiscal year. During the beginning stages of the government fiscal cycle our team engages with departments on their funded and unfunded requirements and works with suppliers to provide official quotes as early as possible. We also discuss and communicate any contract options for upcoming purchases so we can allow the quickest, most efficient and most compliant contracting method available to make the process seamless. Our goal is to grow our sales funnel as early as possible with various customer requirements and follow them throughout the cycle by utilizing various sales techniques. Once a customer requirement is funded and a purchase is executed our team will continue to engage with the customer to make sure the delivery and equipment meet their satisfaction along with working on the customers next equipment purchase.</p> <p>The ADS State and Local team is also very invested in educating our partner vendors on cooperative contracts and State and Local procurement procedures. We are invested in making sure the manufactures that we represent are equally as engaged with Sourcwell and the contracts we support them on. This has proven successful as it allows the ADS team to expand our sales force and educate a broader customer audience on our Sourcwell contracts, ultimately making the Sourcwell brand more well known and increasing sales across the nation and over time.</p> <p>The ADS State and Local team participates and numerous industry trade shows to include two of our own known as the ADS Warrior Expo's East and West. Both Warrior Expo East and West have heavy customer attendance in the state and local space. Our most recent Warrior East accounted for over 500+ state and local customers over the span of two days. The state and local team also participates in other shows, such as SHOT show, Ohio Tactical Officers Association, TacOps South and East, National Tactical Officers Association, International Association for Chiefs of Police amongst many others where we continue to market not only equipment, but the Sourcwell contracts that we currently hold. We would take these opportunities to promote the use of this contract as well. Our body armor partners also attend most of these shows, which allows us to promote Sourcwell and our contracts from multiple angles.</p>	
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	<p>In addition to ADS's proven success with deliveries of EAR99, EAR/ITAR restricted products OCONUS. ADS's and our partner's abilities and understanding of shipping body armor and other types of products 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. ADS has the ability and willingness to provide equipment solutions to the Canadian market mirroring our ability to provide the same solutions to the US and other international markets. Some of our listed vendors, such as Med Eng, are headquartered in Canada and have a large Canadian presence, which will allow us the opportunity to potentially broaden our sales for this contract further into the Canadian territories.</p>	
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>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 body 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 Sourcwell's partner selection. This will need to be reviewed on a case-by-case basis based on requested product and manufacturer restrictions.</p>	
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	<p>ADS does not anticipate any limitations on participating entity sectors.</p>	

35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	ADS currently ships equipment 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 government offices in these locations.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	ADS does not see any issues with extending terms of any awarded contract to non-profit entities. ADS will vet and run D&B reports against any non-government entity prior to committing to doing business with them. Depending on the status and financial report of the entity, ADS will decide on a case-by-case basis whether we will do business with them and/or to what extent. We will work directly with Sourcewell to make sure any entity wanting to use the awarded contract has the approval to do so and is in compliance of using the contract prior to transacting any business with them.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Upon award, ADS marketing team will assist with adding contract information to our contract landing page on the adsinc.com website as well as create co-branded marketing flyers with contract information for sales representatives to distribute to customers. ADS will also create mass email campaigns using third party software systems to announce the Sourcewell award and provide contract information to thousands of State and Local customers. ADS will be creating social media posts and campaigns including the award announcement as well as more details on the contract scope and access. ADS also plans on creating marketing flying to distribute at the numerous industry specific expo's throughout the year, including the expo's that are hosted by ADS. Sourcewell also has an open invitation to walk or exhibit at any ADS managed shows throughout the year.</p> <p>In the future, ADS plans to continue a regular marketing campaign for this contract via social media, website, email, etc. We will also utilize our own trade shows to help showcase Sourcewell as well as the individual contract ADS supports. ADS is currently in the planning phase of building smaller regional shows across the nation specifically targeted towards the State and Local market. The shows will be focused on vendors who we currently have on our Sourcewell contracts and future contracts. With Sourcewell's permission, we would coordinate co-branded marketing with Sourcewell and our vendors to focus on promoting the Sourcewell brand as well as promote our currently awarded contracts and with the goal of building our Sourcewell sales pipeline and educate end users on their access to cooperative contracts.</p> <p>In addition to ADS's 210+ 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"> o Lead Nurturing o Existing Customer Communications o Email Marketing o Marketing Systems o Analytics <p>Events</p> <ul style="list-style-type: none"> o Hosted and Attended Event Experiences o Event Analytics / Insights o Event Lead Capture o Event Marketing <p>Brand</p> <ul style="list-style-type: none"> o Brand Strategy o Marketing Collateral Development o Social Media o Digital Advertising o Search Engine Optimization o Corporate Communications and Public Relations o 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>Additional marketing information specific to each of our suppliers can be found in the "Supplier Marketing Information" document.</p>
38	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 optimizing 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> <p>ADS is heavily involved in social media activity across multiple social media platforms on a regular and consistent bases. ADS Social media posted are views by thousands of customers and industry partners and allows a great opportunity to promote newly awarded and currently managed Sourcewell contracts.</p>

39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>ADS is currently heavily integrating Sourcewell into our daily sales process within the State and Local market to help promote our four awarded contracts. Over the past three years, Sourcewell has been our landmark contract for customers within Public Safety. ADS has developed sales pitches and presentations specifically tied to our Sourcewell cooperative contracts. We have seen increased and evolving growth by utilizing this sales strategy and emphasizing the importance of cooperative purchasing through our many contracts.</p> <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 employs full time designated sales staff, assigned by territory, which would encourage distribution to new customers within their territory, either in person as part of sales presentations, and also in the virtual environment through targeted email and virtual tradeshow campaigns.</p> <p>In a case-by-case scenario, ADS sales representatives will educate end users on our contract options, speak with procurement official about their contracting abilities and try to influence this and any other applicable Sourcewell contract. As needed, we plan to utilize the Sourcewell team to engage directly with government procurement official to speak to the legality of the contract and provide a general Sourcewell capabilities brief if necessary. If awarded the next iteration of the body armor contract, we anticipate a smooth transition between contracts and foresee continuing our sales strategies and approached with contracts.</p>	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>ADS has successfully built out 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 different 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 FBI SWAT RHINO website was established and built by ADS based on the requirements of the FBI SWAT field offices and the equipment they wanted to put on contract. ADS was awarded the BPA contract and built the ecommerce platform for FBI agents to utilize at will. FBI customers place orders through a website that allows users to request standardized equipment for a mission. This system promoted equipment accountability, management, and control of funds for over 3,000 users. Following RHINO, ADS adapted, improved on, and grew our e-commerce capabilities for customers with similar requests and mission requirements throughout other agencies.</p> <p>ADS is currently registered and in the process of building out our e-commerce offering through EqualLevel for our current Sourcewell contracts. ADS plans on managing, utilizing and promoting those platforms to customers once finished. ADS has also invested in hiring data engineers to assist with building, managing and improving our ecommerce capabilities in the future. Upon award, we will also add the Body Armor offering to its own standalone platform utilizing the EquilLevel system.</p>	*

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

Line Item	Question	Response *
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41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>ADS and our suppliers offer the ability for the customer to generally not need services built into their contracts by providing ease to use pamphlets and online resources for training purposes. Please reference additional information specific to each supplier/OEM provided in the "Value-Added Attributes" section of the Supporting Information Document.</p> <p>Services and training are mostly applicable for the initial sizing and setup of body armor equipment by the manufacturer and is typically included in the cost of the product. This is not necessarily the case in all scenarios as a large portion of the products offered are setup friendly and do not require and professional to travel for installation. ADS will provide all testing and certifications to end users prior to purchase and upon request. The need for additional testing should not be necessary for customers post delivery.</p> <p>Some training can be provided through easy-to-use pamphlets and online video's and should be a sufficient enough resource to help without the need to fly someone out to each location. If additional training is required, most of our suppliers will coordinate travel upon request. Virtual training options are also available if need be and coordinated at the discretion of the end user.</p> <p>Additionally, some end users require frequent annual training, and this can be coordinated and purchased separately with the manufacturers. Details and pricing will be specified, and the expectation will be set with initial purchase of equipment.</p> <p>ADS is also an awardee on the Sourcewell ""Public Safety Training equipment"" contract #011822-ADS. We have the ability to coordinate the purchase and execution of any complimentary training through this contract to help satisfy the customers requirement.</p>	*
42	Describe any technological advances that your proposed Solutions offer.	Because of the various suppliers we are offering, there are a number of supplier specific attributes of note. Please reference additional information specific to each supplier/OEM provided in the "Supporting Information" document under the "Value Added Attributes" section.	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>ADS has a documented Environmental Management System (EMS) in place. The EMS was developed to manage significant environmental aspects so as to limit their impacts on the environment. The objective of the ADS policy is "to minimize its carbon footprint and maximize sustainability to the greatest extent possible while maintaining a healthy and profitable business." This system includes use of renewable energy, a recycling program, sustainability purchasing guidelines, carbon emission targets, and various other environmental protection measures.</p> <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>Although the above listed manufacturers may not be directly tied to the scope of this contract, ADS feels it is important to continue looking across the industry for better environmentally motivated companies. ADS has an initiative to continue looking within the body armor and bomb suit market to continue our learning of green initiatives and how we may improve our footprint with those specific types of equipment and manufacturing processes. ADS believe in working with the best-in-class partners to develop the best equipment, and with high ethical manufacturing standards.</p>	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Please reference additional information specific to each supplier/OEM provided in the "Supporting Information" document under the "Value Added Attributes" section.	*

45	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 the nation's leading small business defense contractor/distributor to the DoD, Federal Agencies and First Responders. What makes ADS unique and sets us apart from our competitors is our ability to build relationships with end users, uncover their equipment needs, work with our over 3,000 manufacturing partners to identify the equipment gaps, and provide access to the best Sourcwell contracts we have to offer in the Public Safety space.</p> <p>Just like Sourcwell prides itself on having the best-in-class cooperative contracts and category options, ADS is proud of our variety of government procurement turnkey solutions. We are trusted by government end users to be a reliable and easy to work with source. From initial business development to delivery product in hand and everything in between, ADS tried to make the entire purchasing experience as seamless as possible. All of this is only achievable by strategically partnering with the best available options for equipment and contracting, which Sourcwell allows us to provide.</p> <p>All of the values mentioned above continues to set ADS apart in the industry and allows us to give the best purchasing experience to customers. If awarded this contract, ADS will continue to leverage our unique business strategy within the body armor and bomb suit market and continue the success we are seeing on the current iteration of the Sourcwell body armor contract. Additionally, we have listed the individual manufacturer attributes to this proposal under the "Value Added Attributes document."</p>	*
46	Describe how your products meet applicable National Institute of Justice (NIJ) or industry specific Standards.	ADS is including multiple manufacturers in our proposal that meet NIJ certifications within multiple categories of products. Each individual certification is listed in their "Value Added Attributes" section of the "Supporting Information" document. Those manufacturers include, TYR Tactical, Team Wendy, Galvion, and Med-Eng.	*
47	Describe how your company plans to meet future industry standards.	<p>ADS is regularly partnering with marketing leading manufactures who are heavily invested in meeting future standards. Our partners are always looking for the latest materials, technology, certifications & standards, and capability gaps expressed to us by end users. ADS helps facilitate a lot of this information back to the manufacturing industry so we can help better align them with the next mission. In most cases, ADS acts as the middleman in these scenarios. Because ADS has such deep relationship with departments, we are able to effectively communicate what is needed, where there are gaps, and what may be the next best thing needed from departments. We will then take that information back to the manufactures so that they can work on developing the best equipment on the market.</p> <p>Separately, the OEM's are constantly innovating and developing the best equipment to bring to market. ADS helps educated end users on the equipment that is available and the best Sourcwell contract to procure that equipment through. ADS has become the "one-stop-shop" for departments because of our sourcing capabilities and access to the best Sourcwell contracts. By providing the value-add to customers, we are able to bring the best equipment to the market and provide the best assets and protection to our nations hero's while providing access to the most effective Sourcwell contract vehicles.</p>	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
48	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	Please reference additional information specific to each supplier/OEM provided in the "Supporting Information" document under the "Value Added Attributes" section.
49		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	While ADS is not including a Minority Business Enterprise (MBE) in this proposal, ADS has a large network of manufacturing partners who may fall within this set-side for future Sourcwell requirements.
50		Women Business Enterprise (WBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our partner Ideal Blasting is a Women Business Enterprise (WBE)
51		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	While ADS is not including a Disabled-Owned Business Enterprise (DOBE) in this proposal, ADS has a large network of manufacturing partners who may fall within this set-side for future Sourcwell requirements.
52		Veteran-Owned Business Enterprise (VBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our partner Tomahawk is a Veteran-Owned Business Enterprise (VBE)
53		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	While ADS is not including a Service-Disabled Veteran-Owned Business (SDVOB) in this proposal, but ADS has a large network of manufacturing partners who may fall within this set-side for future Sourcwell requirements.
54		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	While ADS is not certified as a SBE, we are classified as a small business, under 500 employees. Many of our manufacturing partners are small businesses as well including Team Wendy, Dynamic Principles, Galvion, Ideal Blasting, London Bridge Trading, and TYR Tactical.
55		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	While ADS is not including a Small Disadvantaged Business (SDB) in this proposal, ADS has a large network of manufacturing partners who may fall within this set-side for future Sourcwell requirements.
56		Women-Owned Small Business (WOSB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Ideal Blasting is a Women-Owned Small Business (WOSB)

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
57	Describe your payment terms and accepted payment methods.	NET30, accepted payment methods include credit card, check and ACH payments. Other forms of payment can be arranged on a case by case basis.	*
58	Describe any leasing or financing options available for use by educational or governmental entities.	No, not at this time	*

59	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Standard terms and conditions are normally included with our typical quote (see attached sample). From start to finish, ADS will provide the end users with an official quote based on contract pricing and include all necessary information. From there, ADS general Terms and Conditions will apply unless otherwise negotiated by the end user. moving forward, ADS will work to fulfill the order and accurately invoice the customer upon delivery of goods (see attached examples). ADS database will keep track of and library all official paperwork for auditing purposes and for future reference. ADS also offers a "Customer Portal", which all end users have access to. In the portal, customers can get real-time information on their quotes, orders and invoices as well as a copy of our general Terms and Conditions.	*
60	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	ADS accepts any traditional credit card purchasing at no additional cost to Sourcewell or the government. ADS does not allow for personal purchases and must be funded by a government organization.	*
61	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>ADS provides an extensive partner network, of which provides industry leading technology and equipment within the law enforcement and public safety space and are able to offer extensive discounts to government agencies. ADS' discount structure varies based on the product and manufacturer that we offer, but we believe we are able to provide the best discount available to the public safety market. ADS is able to offer these extensive discounts because of the volume of products we sell and distribute to not only public safety agencies, but also in the federal and DoD customer. In turn, ADS is able to extend these deeper discounts to government end users giving them the best value for the best products.</p> <p>ADS's partner vendor network in which we represent key industry manufacturers 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 vendor discount matrix 'ADS Pricing RFP 091924 Body Armor with Related Accessories, Equipment, and Services' shows specific discounts, by category, as well as quantity breakdowns where offered. Supplier's Discount Matrix will be provided to Sourcewell from time to time and is incorporated into this Contract by reference. Supplier will maintain a Master Price File, which is incorporated into this Contract by reference, and will be available upon request.</p>	*
62	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discounts vary across vendors and will be provided off of MSRP/List price. All items have between 2 and 30% discount, depending on profit margins, discounts and what the market can bear. Supplier's Discount Matrix will be provided to Sourcewell from time to time and is incorporated into this Contract by reference. Supplier will maintain a Master Price File, which is incorporated into this Contract by reference, and will be available upon request.	*
63	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 Sourcewell even at quantity 1.	*
64	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	ADS will supply a quote for each "sourced" product request on open market or nonstandard 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. 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.	*
65	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	ADS prefers to have all listed items at final contract price and with no unforeseen additional charges. If there is a level of service or training associated to a specific product, we will either add that option as a separate line item or include them in the cost of the product. Freight is situational and will be discussed at time of quote as there are many changing variables depending on the location, order size, cost of freight, etc. Freight will be added to a customer quote as a separate line item.	*

66	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>All price quotes from ADS for this solicitation are FOB Origin at this time.</p> <p>ADS representatives will reach out to each manufacturer once a customer quote request is received and work to provide detailed shipping quotes for each location. We prefer to provide freight estimated at time of quote so that the end users can allocate their funding appropriately and accurately. Between 30-60 days, ADS representatives will review freight estimates to confirm they are still accurate or if adjustments need to be made, which will be communicated back to the customer. 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.</p>	*
67	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>ADS shipping quotes are all FOB Origin and we will provide a price quote to all of the listed locations for each order.</p> <p>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. All information is effectively communicated to customers throughout the process to allow time to acquire required licenses and export information as well as allow the customer to allocate appropriate funding.</p>	*
68	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>ADS has the ability to quickly facilitate all types of orders at a moment's notice. Anything from a standard drop ship order to an urgent and expedited order either domestic or internationally. ADS also 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 Care 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 a 80,000 sq ft facility to warehouse, consolidate, and distribute equipment and supplies. This facility employs personnel trained in Government-specific labeling, packaging, handling, and quality requirements. It also works in conjunction with other ADS Teams to ensure all products are received, consolidated, and distributed to customers by the required delivery dates. ADS has the ability to stock critical and necessary equipment as well as work closely with our partner suppliers to pull from their existing inventory and delivery quickly.</p>	*
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>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. 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.</p> <p>All existing ADS DOD, Federal and Public Safety 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 Sourcewell entities. Also, upon award, an ADS representative will be tasked as a contracts manager to help facilitate quotes, orders, marketing materials, training and required documentation for audit and compliance to Sourcewell. The ADS contract manager will be overseen by management within the organization to make sure we are compliant by Sourcewell and government standards and providing pricing and contract information accurately and efficiently.</p>	*
70	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<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 3, 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 system allow us to track a wide variety of metrics including on-</p>	

time delivery rate and fill rate, ensuring we fill each order we receive completely per customer delivery requirements and timelines.

On-time Delivery Rate

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 the customer 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 workflow task is automatically generated for the Purchasing Team by Oracle. The 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

		<p>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.</p> <p>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.</p> <p>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.</p> <p>ADS Sales representatives monitor their sales pipelines for new and existing customer requirements daily, weekly and monthly. The sales department is also engaging with and assisting end users with equipment needs and solutions as it pertains to their individual mission and promoting applicable contract solutions for rapid acquisition. Sales representatives meet with management weekly to ensure all customer needs have been met, all contract requirements are satisfied, and all potential issues are resolved.</p>	
71	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	0.02	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
72	The pricing offered is consistent with standard market pricing typically offered to individual municipalities, universities, or school districts.	Consistent pricing.	*

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

Line Item	Question	Response *
73	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>ADS offers a multitude of various suppliers and capabilities within the body armor and bomb suit market. Below are samples of some of the major partners and solutions ADS would like to offer on this contract.</p> <p>One of the unique solutions that ADS has offered includes TYR Tactical body armor. TYR Tactical is the leading global manufacturer of plate carriers, vests, hard armor and shields, carrier accessories and more. TYR Tactical focuses on innovation, quality and durability. Currently, TYR Tactical is the body armor of choice for leading police departments and top tier federal agencies, such as FBI, ICE, DEA and others. TYR Tactical's constant focus on innovation separates them apart from most other body manufacturers in the industry. They focus on quality, design and have some of the innovative body armor machinery in their factory that can produce the best protection to end users.</p> <p>Another unique solution offered by ADS is Med-Eng bomb suits. Med-Eng designed, tests and manufacturers equipment and tools for the EOD community. Med-Eng bomb suits are the standard in the EOD community for quality, comfort and protection. Med-Eng, through ADS, offers full scale suits and helmet ensembles for EOD missions as well as lighter blast suits for tactical missions, Search and Rescue, K9 handling and more.</p> <p>One last example of a unique product solution offered by ADS is Team Wendy ballistic helmets. Team Wendy is an industry leading ballistic helmet manufacturer supporting DoD, Federal Agencies and Law Enforcement with protective head gear. Team Wendy is known for their top-tier ballistic protection, unique design features and best-in-class retention system. Team Wendy also is the manufacturer of the SAR (Search and Rescue) helmet, which is the designated helmet of choice for FEMA and SAR agencies across the nation and world. ADS is excited to be able to offer the Team Wendy capabilities through the Sourcewell Body Armor contract.</p> <p>For additional product solutions in the body armor and bomb suit space, please reference additional information specific to each supplier/OEM provided in the "Supporting Information" document as well as additionally provide links and spec sheets on each manufacturer.</p>
74	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Some of the subcategories that we have identified on our pricelist include Body armor, hard armor plates, soft armor, plate carriers with accessories, ballistic shields, ballistic helmets, bomb suits, and more.

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offering	Offered *	Comments
75	Body armor offering ballistic, stab, blast, or blunt force resistance and protection or a combination thereof, such as:		<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes

76		Body armor with concealable/covert carriers, or external/overt carriers	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Dynamic Principles offers the most efficient load carriage capabilities for law enforcement officers to carry armor, ammunition and equipment.</p> <p>TYR Tactical offers plate carriers and tactical vests for law enforcement personnel and federal agents. With patent pending technology, TYR Tactical integrates proprietary technology into their carrier systems, such as their ballistic vein and ballistic ridge, which has set them apart in the industry compared to other similar manufacturers.</p> <p>In particular, the TYR Tactical Ballist Ridge is the only ballistic collar on the market tested in certified to protect specifically female officers and agents in the field. Because of this technology, TYR has been able to provide protection to many large federal and state and local agencies across the nation and has set the standard for ballistic protection for female officers.</p> <p>London Bridge Trading (LBT) offers high-level carriers systems designed in conjunction with Tier 1 operators in the DoD community and has been widely adopted within the federal and state and local space.</p>	*
77		Tactical vests	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Dynamic Principles, TYR Tactical and London Bridge Trading (LBT) all provide state of the art vest systems that are widely adopted by law enforcement and public safety departments.</p>	*

78		Hard and soft armor plates, inserts, panels, and backers	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>TYR Tactical offers some of the lightest and highest-rated ballistic hard and soft armor on the market. Currently, TYR Tactical's soft armor and carrier systems are written into regulations for agencies, such as FBI, ICE, DEA, NCIS and others as well as a multiple major state and local departments. The FBI conducted rigorous testing in their own testing labs, separate from the NIJ certification office, and found that the TYR Tactical armor received the highest results and best protection against all other companies that were tested. Because of this, TYR armor has been adopted and regularly used by agents across the nation.</p>	*
79		Bomb or blast-resistant suits	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Med-Eng is the world leading bomb suit and EOD equipment manufacturer. Med-Eng tests and manufactures equipment and tools that set the standard for protection and capabilities. Med-Eng also manufactures EOD accessories, sensors, robots and bomb blankets.</p>	*
80		K-9 (and other service animal) protective gear	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>London Bridge Trading (LBT) offers multiple K9 protective vests to help protect canines in the field as well as K9 protective accessories, such as collars and leads.</p>	*
81		Other protective armor including shields, helmets, ballistic blankets, and ballistic backpacks	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Team Wendy offers an array of solutions for both ballistic and non-ballistic head protection. Team Wendy focuses on developing leading-edge products that serve to protect against serious and potentially life-threatening impact-related injuries. All Team Wendy helmets are NIJ Certified</p> <p>Galvion offers top-of-the-line ballistic helmets by utilizing lightweight polyethylene materials making one of the lightest and most effective ballistic helmets in the markets. Galvion helmets are NIJ certified.</p> <p>Med-End provides EOD blankets that are NIJ certified</p> <p>TYR Tactical offers a catalog of ballistic shields that are NIJ certified for Level III, IIIA and III+ protection. TYR Tactical ballistic shield are lightweight, highly mobile and include levels of highest ballistic protection.</p>	*

82	Proposers may include accessories, equipment, and services related to their offering of body armor described in lines 75-81 above to the extent that these solutions are complementary to the offering of the body armor being proposed		<div><div><input checked="" type="radio"/> Yes</div><div><input type="radio"/> No</div></div>	ADS works with a large number of manufacturers in the industry that provides additional accesses to ballistic and EOD packages. IDEAL BLASTING is an example of a tactical and EOD integrator. Ideal Blasting offers the ability for departments to create unique kitting packages that are custom to their mission and allows for a more efficient way to procure. Outside of Ideal Blasting, ADS will continue to support additional items on contract as customer needs arise. ADS will also implement new gear and technology to the contract if awarded and maintain a posture in the industry to provide the latest and greatest ballistic and EOD gear.	*
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Table 9: Exceptions to Terms, Conditions, or Specifications Form

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

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - ADS RFQ 091924 Body Armor Pricelist Re compete - Final.xlsx - Thursday September 19, 2024 13:35:04
 - [Financial Strength and Stability](#) - Vendor LOA - Final.pdf - Thursday September 19, 2024 14:06:37
 - [Marketing Plan/Samples](#) - Federal Sourcewell 1-pager.pdf - Thursday September 19, 2024 13:33:56
 - [WMBE/MBE/SBE or Related Certificates](#) - ISO 2022feb23 Cert AS-086 2010-002-AS ADS Inc.pdf - Thursday September 19, 2024 09:55:54
 - [Standard Transaction Document Samples](#) - ADS Terms and Conditions of Sale.pdf - Thursday September 19, 2024 09:57:21
 - [Upload Additional Document](#) - Supporting Information - Value Added Attributes & Specification Sheets.zip - Thursday September 19, 2024 14:15:18
 - Requested Exceptions (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

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

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Scott Shumate, Senior Proposal Manager, Atlantic Diving Supply, Inc. (d/b/a ADS, Inc.)

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

☐ Yes ☒ No

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

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

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