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Sourcewell

Solicitation Number: 090122

CONTRACT

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

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

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

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 7, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales 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;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. WAIVER. Failure by either party to take action or assert any right under this Contract 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. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract 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 the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. 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 and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. 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.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of 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.

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

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

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15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found 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 Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* 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 Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

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

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their 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 Contract or other

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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 Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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 the Canadian government, as applicable; 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 Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

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references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

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not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

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person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract 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 Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract 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.

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

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

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

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

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Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Atlantic Diving Supply, Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: 2D3CEF6AC21046E...
By: _____	By: _____
Jeremy Schwartz	Brad Anderson
Title: Chief Procurement Officer	Title: EVP Contracts and Projects
Date: 11/2/2022 | 4:01 PM CDT	Date: 11/10/2022 | 1:55 PM EST

Approved:

DocuSigned by: Chad Coauette 7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 11/10/2022 | 1:07 PM CST

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RFP 090122 - Law Enforcement Equipment

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 02, 2022 13:02:41
Submitted On:	Thursday September 01, 2022 12:58:15
Submitted By:	Sean Johnston
Email:	sjohnston@adsinc.com
Transaction #:	aed8ac08-a385-4d4b-9cef-99f2c45ece9a
Submitter's IP Address:	72.215.148.42

Specifications

Table 1: Proposer Identity & Authorized Representatives

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).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Atlantic Diving Supply, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None of our suppliers whose products we are offering are subsidiaries of ADS, Inc.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	ADS, Inc.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1CAY9	*
5	Proposer Physical Address:	621 Lynnhaven Parkway Virginia Beach, VA 23452	*
6	Proposer website address (or addresses):	www.adsinc.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Brad Anderson EVP, Contracts and Projects 621 Lynnhaven Parkway, Virginia Beach, VA 23452 banderson@adsinc.com 757-963-8748	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Scott Shumate Proposal Manager 621 Lynnhaven Parkway, Virginia Beach, VA 23452 sshumate@adsinc.com	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Sean Johnston National Account Manager - State & Local 621 Lynnhaven Parkway, Virginia Beach, VA 23452 sjohnston@adsinc.com 757.963.8744	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	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. 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. 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. 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 almost $3 billion in equipment in 2021. ADS' core values serve as a compass for the actions our employees take and the decisions we make. Our core values include: • Commitment - Our all-in commitment to our customers means constructively questioning behaviors and activities that run counter to our mission and values. We are committed to keeping our eye on the goal and following through. • Initiative - Digging beneath the obvious is the key to our success. We aren't afraid to go beyond expectations in order to uncover the real problems so that we can provide the best solution. • Attitude - We believe in displaying an infectiously energizing spirit, approaching challenges and change with positivity, and being a battery charger for those around us. • Drive - Giving up is not an option. Our indomitable will to win and 100% effort sets us apart and allows us to turn ideas into results. • Innovation - The ADS Team is known for challenging the status quo and identifying new ways to solve problems. This applies to both customer's problems and getting work done. • Accountability - We hold each other and ourselves accountable to follow through on commitments, own up to mistakes and meet or beat deadlines.
11	What are your company's expectations in the event of an award?	ADS' expectations in the event of the award is to begin a thorough marketing and promotion campaign and educate new and existing law enforcement agencies of the new contract option. 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. ADS will also request that all identified contract vendors take a Sourcewell education course 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 law enforcement agencies throughout the fiscal year. This contract will allow us to provide a one stop solution for all related law enforcement 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 it's value to all customers and agencies.

12	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.	ADS has ample financial capability and capital to perform on this contract. The primary source of financing for the contract is ADS' $215 million line of credit with a syndicate of banks led by Wells Fargo. This line of credit has been in place since March 2011. The original agreement had a five year maturity date, but was extended in June 2015 and again in July of 2018 with a maturity date of July 2023. There is no reason to believe the company would have any trouble extending further given its past performance with covenant compliance and its financial results. 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.	*
13	What is your US market share for the solutions that you are proposing?	With the current selection of vendors, our US market share over the past 3 years represents $418M in revenue between DoD, Federal and State & Local sales for solutions offered on this RFP and additional $80.5M tracking year to date for 2022. 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 market as we continue to see development and success from DoD and Federal agencies with similar mission sets.	*
14	What is your Canadian market share for the solutions that you are proposing?	ADS' Canadian Market Share for the last 3 years is over $6.5k	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. 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.	*
17	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 (i.e.: 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.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	In the last 20 years of working with the Defense Logistics Agency (DLA), ADS has been ranked one of DLA's top-ten suppliers several times. Additionally, Bloomberg releases an annual ranking known as the BGOV200 which includes the top 200 federal contractors based on prime contracts awarded in the previous year. ADS has consistently climbed the rankings year after year, and based on our 2018 performance has been ranked: #1 DLA Supplier #17 GSA Contractor #22 Federal Government Contractor ADS has also received accolades to include: - Inc. 500 - America's 5th Fastest Growing Private Companies - EY - Entrepreneur of the Year Award Winner - U.S. Veterans Magazine - Top Veteran-Friendly Company - Military Friendly Brand - Military Friendly Employers Award	*
20	What percentage of your sales are to the governmental sector in the past three years	~92%	*
21	What percentage of your sales are to the education sector in the past three years	ADS has generated roughly $105K in revenue within the education sector in the past 3 years. This totals less than 1% of our total company sales in this timeframe.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	While we have significant sales to state agencies,our most significant state contract is the New York Hazardous Incident Response Equipment (NYHIRE). Annual sales for the last three years: 2021 - $94,382 2020 - $61,435 2019 - $763,403 We are also tracking $542K in revenue year to date for 2022. The scope of the NY HIRE contract is segmented into two main categories of equipment, which are emergency response equipment as well as standard law enforcement equipment. ADS revenue between these two segments is roughly 50/50.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	ADS holds a multiple award schedule GSA contract, number 47QSMA19D08Q1. Sales from this contract for the last three years (2019, 2020, 2021) totaled $304,867,296. FY2022 is $48,771,317 to date.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
New York DHSES	Lindsey Chiboucas	518-390-0378	*
Texas DPS	Rafael Gonzalez	512-424-2000	*
San Diego Sheriffs Department	Andrew Aguilar	619-838-1282	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	

Defense Logistics Agency (CLS)	Government	Virginia - VA	Total Logistics Support (TLS) for the Special Operational Equipment (SOE) and Fire & Emergency Services (FES) requirements of DLA customers to include military installations and federal activities worldwide via two 5-year IDIQs, the Tailored Logistics Support Programs. These are small business set asides in which various delivery orders are competed among select prime vendors (between 4 and 6 historically). ADS is the only company of the current primes to hold these contracts over the life of both programs. The product scope for the SOE contract matches many of the types of products found in the requirements on RFP 090122 - Law Enforcement Equipment.	SOE TLS is 10 year $33B IDIQ FES TLS is a 5 year $5B IDIQ	$7.97B	*
NEW YORK OFFICE OF GENERAL SERVICES (NY OGS)	Government	New York - NY	Since 2006, ADS has been a prime on the NY HIRE (Hazardous Incident Response Equipment) contract with NY OGS. This cooperative contract specifically supports New York Emergency Response agencies and provides equipment similar in scope to this RFP. ADS has successfully worked with numerous New York based agencies over many years to provide them with the necessary equipment to support the emergency response mission. ADS has remained 100% compliant during each iteration of the contract and consistently is a top performing prime.	Over 1,800 transactions since inception of original contract	$1.4M	*
Texas Dept. of Public Safety	Government	Texas - TX	Over the past 4 years ADS has developed and maintained a growing relationship with the TX DPS. We have supported their organization with equipment solutions ranging from mass notification devices, night vision devices, ballistic helmets, weapon optics and more. Our team continues to grow our relationship and footprint with them and continue to see success.	Roughly 12 orders in the past 4 years ranging from $10K to $696K in revenue	$1.1M	*
San Diego Sheriffs Department	Government	California - CA	ADS has continued to develop and grow our relationship with the San Diego Sheriffs Department and increase our revenue year over year. We have been able to supply them equipment in the categories of X-ray detection equipment, EOD robots, Individual clothing & uniforms, communication headsets and have become one of their standard sources of supply.	over 40 transactions in the past 3 years	$866K in Revenue	*

Detroit Police Department	Government	Michigan - MI	ADS was able to provide the Detroit Police Department with (2) Teledyne/Flir Skywatch surveillance tower systems to help them effectively monitor and secure high traffic and highly populated areas. The ADS team worked diligently with the police department to understand their requirement, mission and capability gap and was able to offer the Skywatch solution. The ADS team was also able to effectively communicate and coordinate information with the manufacture to make sure the department received the equipment accurately and in a timely manner. This purchase has elevated our relationship with Detroit PD and has elevated our growth within their account.	single transaction purchase agreement	$583K Revenue	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	

26	Sales force.	ADS' organizational structure includes an experienced Sales Team comprised of retired US military and government business professionals. Our Sales Team connects with industry-leading suppliers and stay abreast of new and emerging technologies that could enhance our customers' capabilities. Our workforce includes many veterans from all military branches with practical knowledge of how to identify quality products to ensure mission success. ADS' Sales Team maintains awareness of our customers' most desired products, seeking out government-approved suppliers and specifically developing relationships with them to ensure we consistently meet our customers' needs. ADS' Sales Team is divided into Market and Vertical Teams. Our Market Teams manage our relationships with suppliers and customers at the program level and are cross-matrixed with Vertical Teams which manage the unit level customer relationships within each branch of service or other grouping. Over the last 20 years, ADS has developed a sales organization that includes over 200 trained Sales Representatives worldwide who are able to communicate the contract capabilities and make customer visits. As part of ADS' Sales Team, we have a designated Organizational Clothing & Individual Equipment (OCIE) Team that focuses on product sourcing and managing relationships with suppliers and customers at the program level. Our OCIE Team manages our business alliances and contractual relationships, ensuring ADS has access to all of the products our customer's need to successfully complete their missions. While the OCIE team focuses on the products provided under this contract, our additional Market Team focus areas are: - Aviation - C4ISR - Countering Weapons of Mass Destruction - Expeditionary - Maintenance, Repair & Operations - Medical - Weapons & Optics ADS' Vertical Teams include: - Air Force - Army - Europe - Federal - Navy/USMC - SOCOM	*

27	Dealer network or other distribution methods.	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 Law Enforcement Equipment and related accessories required under this contract. 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. Over the last 20 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. 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: - 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 In addition to our large supplier network, ADS has ongoing relationships with more than 20 CONUS and OCONUS transportation providers that ensure we will continue to efficiently and effectively distribute orders to our customers worldwide. In the last 20 years, ADS has delivered products to over 140 countries throughout the world. 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. 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: - 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. 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.
28	Service force.	ADS and our suppliers offer a multitude of equipment largely utilized in the law enforcement space along with Federal and DoD agencies and branches. A large portion of the products offered do not require training and/or services, however there are online resource for support via the OEM website in case of need. For items that do require services or training, we offer them as either separate line items that can be added to a purchase or include it in the cost of goods. ADS will always offer the same training and services as provided by the OEM. An example would be, Vidisco USA. Vidisco USA manufacturers industry leading X-ray DR panels used by bomb technicians to identify contents of suspicious packages and to see if there is explosive or dangerous materials inside. This technology is extremely important for both the bomb techs as well as the general public. Along with the equipment, Vidisco will offer a combined training package which will include either a virtual or on-site demonstration. Vidisco also offers departments to test and evaluate their equipment and can talk them through the technical specs via virtual meeting. ADS works with Vidisco to help coordinate and participate in these trainings and demonstrations. This contract would allow us to encompass this same equipment package to end users and facilitate the same exceptional level of customer service.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	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. ADS uses an Oracle system to book orders, track invoices, provide purchase order acknowledgement and shipping notices. This enables us to keep through 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. 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. 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: - 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 - 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. 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. 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. 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. For additional details on this process, please also see Table 13 regarding ADS' internal metrics.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	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. Customer service is paramount to ADS, as proven by our Net Promoter Score (NPS) of 77 in calendar year 2019 (far exceeding the benchmark “legendary service” score of 70). The NPS is the industry standard for measuring customer satisfaction and loyalty, and our score indicates that our customers are highly satisfied with our work and are very likely to promote ADS to their friends and colleagues. To ensure the highest level of customer service, ADS has a designated Customer Loyalty Team that focuses on our customer’s complete satisfaction. This team assists customers by fielding phone calls and emails to answer questions and/or provide solutions when able. Customer Loyalty manages returns and exchange orders while also handling any changes or problems once an order is placed. This team identifies problems hindering the customer’s experience and works towards resolution to ensure our customers can complete their mission. ADS’ Customer Loyalty Team is available to answer all incoming requests 24 hours per day by calling the ADS toll-free number (866-845-3012) or emailing our Customer Loyalty Team (customercare@adsinc.com) who will forward the request to appropriate personnel. A technical expert will respond to any request for assistance within 24 hours of message receipt and will assist customers with order tracking and problem resolution for any service or quality issues, quantity discrepancies, and warranty disputes, ensuring customer satisfaction.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	ADS has over 20 years of distributing and delivering equipment CONUS and OCONUS. For every order ADS receives, we take into account delivery requirements, time frame and the destination for the equipment being shipped. ADS delivers approximately 60,000 orders annually to a wide variety of locations, including within the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	In addition to ADS' proven success with deliveries of EAR99, EAR/ITAR restricted products OCONUS. ADS' and our partner's abilities and understanding of shipping the type of product requested on this RFP does require a lot of knowledge to properly file with customs, as well as filing for export licenses. ADS has a dedicated Compliance Manager to ensure all rules and regulations are followed when delivering restricted products OCONUS. This knowledge is especially important to mitigate the risk of shipping delays, which ultimately can impact the end user's mission.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Though ADS does not anticipate limiting logistics support to any section of the US or Canada, there are considerations with ITAR controlled items (such as ballistic armor) which require ITAR and or Commerce Control licenses which could delay and/or prohibit certain order executions OCONUS. ADS has a fully engaged Export Compliance team which can assist, but the consideration of ITAR was not mentioned in the RFP or the sample contract, so is being mentioned here as a potential consideration of Sourcewell's partner selection. This will need to be reviewed on a case by case basis based on requested product and manufacturer restrictions.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	ADS does not anticipate any limitations on participating entity sectors.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	ADS currently ships 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.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	In addition to ADS' 200 person Sales Team who will communicate and market the contract to eligible customers and potential new suppliers, ADS has a dedicated Marketing Department. Our Marketing Team strategy focus on Integrated Marketing, Events and Brands, as outlined below: Integrated Marketing: o Lead Nurturing o Existing Customer Communications o Email Marketing o Marketing Systems o Analytics Events o Hosted and Attended Event Experiences o Event Analytics / Insights o Event Lead Capture o Event Marketing Brand 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 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. Additional marketing information specific to each of our suppliers can be found in the ""Supplier Marketing Information"" document.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	ADS tracks the performance of all marketing activities. Our designated Marketing Team monitors current events in order to publish the most engaging content relevant to both our suppliers and customers. Our website is constantly optimizes metadata and content in order to achieve better search engine optimization performance and increase conversions from all sources. At both virtual and in-person events, robust lead capture and nurturing is utilized in order to streamline customer contact.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	ADS anticipates utilizing our own marketing department to create collateral to distribute to existing SLED customers by advertising the support capability of a Sourcewell cooperative agreement. ADS employees full time designated sales staff, assigned by territory, which would encourage distribution to new customers by our in territory, either in person as part of sales presentations (COVID permitting) and also in the virtual environment through targetted email and virtual tradeshow campaigns. In our current partnership under existing contracts with the Defense Logistics Agency, contract clauses include joint promotion of contract capabilities, both by DLA and the Prime Awardee (ADS). These efforts are performed at no cost to the Government. ADS would also be very open to discussion on joint promotion of resulting with Sourcewell capabilities as well.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	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. 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. 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. Upon award, we will also add the Emergency Equipment Solutions offering to its own standalone platform utilizing the EquilLevel system.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	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.	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 supporting document named "Value-Added Attributes." Services and training are mostly applicable for the initial setup of 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. 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. 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.	*
41	Describe any technological advances that your proposed products or services 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.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	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: Energy Focus - Shipboard LED lighting reduces shore power energy consumption by nearly 50%, effects which are realized at bases and ports-of-call all over the world. 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. 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.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Please reference additional information specific to each supplier/OEM provided in the "Supporting Information" document under the "Value Added Attributes" section.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	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 Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	ADS is a unique service provider in that we have several different vendors per product category. As we read the RFP and questions regarding this solicitation and we discovered that we have the opportunity to add on products (with approval) after we submit this initial bid, we have even a wider breadth of products to offer and we feel strongly that we can meet the need of the customer for whatever item they may need to complete their mission. ADS' portfolio of partner vendors and manufacturers allow us to handle the logistic support, as well as the contracting maintenance, so we can help them stay on track and on target by doing what they do best, while providing the end user only one person to contact to take care of their entire order that may consist of multiple vendors to fulfill. We feel that this is an enormous value add to the customer to save time to ensure they receive the products they need even faster.	*

Table 9: Warranty

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

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Each supplier/OEM has different warranty terms specific to their range of products/services. As such, please see individual warranty information for each our suppliers as provided in the "Warranty" supporting document.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Product failure due to manufacturing workmanship are covered, while incorrect use of the product is not. Please see individual warranty information for each our suppliers as provided in our supporting documents.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No- All items that are approved by the OEMs to be covered under the warranty to either be reworked for repair or replaced can almost always be identified via pictures sent in an email. At that time, after approval, the item will need to be shipped back to the manufacturer for such repair work to be completed.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	N/A - Please see the above response for warranty repair information.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Similar to contracts ADS currently manages, ADS will pass on the manufacturers warranty and assist, both through automated processes and dedicated Customer Loyalty After Sales Specialists, any customer requiring warranty assistance. All manufacturers have warranty letters that details what is covered which can be provided at point of sale. ADS warranty claims have step by step return/exchange process available on request, freight paid by ADS or vendor partner depending on the reasons for return.	*
51	What are your proposed exchange and return programs and policies?	Specific details regarding exchange and return programs and policies are outlined in the warranty information attachment provided with our supporting documents.	*
52	Describe any service contract options for the items included in your proposal.	In addition to dedicated full time territory Sales Representatives within the State and Local market available to assist, ADS employs a full time Customer Care Associates available 24/7 empowered to assist with any after order issues. ADS has perfected low impact, no contact sales of Law Enforcement Equipment and relevant accessories to minimize the need for in person contact. This has streamlined and improved our ability to respond to and assist customers with service issues. In direct relation to the products being offered, no additional in person services are required or provided as part of our offer at this time.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	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.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	No, not at this time	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Standard terms and conditions are normally included with our typical quote (see attached sample).	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No. ADS does not accept the P-card procurement and payment process.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
57	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.	ADS provides an extensive partner network, of which provide industry leading technology and equipment within the law enforcement 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. ADS is able to offer these extensive discounts because of the volume of products we sell and distribute to not only law enforcement 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. The attached Pricing Matrix spreadsheet shows tabbed categories, SKU/Part Numbers of item options, MSRP if applicable, as well as the discounted rates to source well. Quantity breakdowns apply where specifically offered.	*
58	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 will vary based on manufacturer and type of equipment. ADS is able to extend a discount to the government from a range between 2 and 67% off of MSRP, depending on profit margins, discount rates and what the market can bear. ADS will continue to try and leverage deeper discounts in any situation and consistently negotiate with OEM's for deeper discount that we can extend to end users. See attached "ADS Pricing RFP 090122 – Law Enforcement Equipment" to review all item's MSRP, Sourcewell discount in dollars each, and percentage difference between Sourcewell pricing and MSRP.	*
59	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.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	ADS will supply a quote for each "sourced" product request on open market or non standard options. Currently, our bid response mechanisms track and respond to 100% of all bids on COTS procurement within 48 hours. We have existing relationships with most industry leaders in this category/scope of equipment. 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.	*

61	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.	Any trainings that are required outside of the originally agreed upon product package is subject to additional cost. This will be treated as a separate purchase from the original product and procured accordingly.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All price quotes from ADS for this solicitation are FOB Origin at this time. Once an end user is ready to place an order, ADS will reach out to each manufacturer once an order is ready to provide the customer with detailed shipping quotes for each location. ADS would have been delighted to streamline the process to support this effort with FOB Destination pricing; however, the products are so different to properly gauge shipping costs at this time. ADS feels that the customer will benefit more of a cost savings to get accurate shipping costs for each order.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Please see above answer. The shipping quotes are all FOB Origin and we will provide a price quote to all of the listed locations for each order. OCONUS shipments are subject to EEI filings with customs as well as export licenses (Canada) and delivery times may vary dependent upon the timing of obtaining a license for each order.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Please see above answer. The shipping quotes are all FOB Origin and we will provide a price quote to all of the listed locations for each order. OCONUS shipments are subject to EEI filings with customs as well as export licenses (Canada) and delivery times may vary dependent upon the timing of obtaining a license for each order.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Pricing offered is consistent with what is available to cooperative procurement organizations with the intent to provide the best possible discount to all government end users.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	

66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	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 an procedures. ADS ensures our Source Restriction Compliance Plan is followed via quarterly audits of our suppliers. Adaptive pracitces have been used to transfer internal capabilities for use in new contracts, and would be implemented here. All existing ADS DOD and Federal contracts include pre-approved fair and reasonable pricing for part number specific bidding. Through decades of working with industry leaders in a variety of product fields, ADS has expanded the aperature 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. *
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	ADS has internal systems and processes in place to ensure our contractual performance goals are being met or exceeded. As described above in Table 10, ADS' Oracle system and ADS Connects Customer and Supplier Portal enable us to keep thorough documentation and monitor the performance records for each order. This systems allow us to track a wide variety of metrics including on-time delivery rate and fill rate, ensuring we fill each order we receive completely per customer delivery requirements and timelines. 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 DLA immediately if any issues arise that would impact our ability to deliver on time. In order to ensure strict compliance and control over our suppliers and subcontracts, the ADS Buyer is the only individual within ADS that is authorized to make a change to the purchase order with the supplier.

		Fill Rate ADS follows a specific plan with detailed processes to ensure we meet our contractual fill rates requirements. ADS personnel and systems monitor our performance daily and management oversight is utilized when needed to ensure that every order is filled. ADS' Order Booking Team is responsible for uploading and managing awards to create Oracle Sales Orders, monitoring fill rate and general order oversight. Once an order is received, order data is imported directly into the ADS Oracle software business management tool. The order is reviewed by the Order Booking Team to ensure the data (i.e., part number, quantity, price, supplier, description, and delivery information) is accurate based on the contract. Once confirmed, the order is then "booked". This information is used throughout the rest of the order fulfillment process to ensure a complete match between the products requested and that in ADS' purchase orders, reports, and invoices. Upon booking, a purchasing requisition and work flow task is automatically generated for the Purchasing Team by Oracle. The DLA order data is imported to the system's created purchase order which confirms the part number, quantity, and required delivery date. The ADS Buyer reviews and then sends the purchase order to the supplier. Simultaneously, the purchase order is visible to the supplier via the ADS Connects Supplier Portal. This portal links to our Oracle business system in real-time so suppliers can exchange information with us and make business decisions more efficiently. The ADS Buyer confirms via email the supplier ship date and verifies that it will meet the contract required delivery date. Once delivered, proof of delivery is obtained by the ADS Finance Team and compared to the shipment details (i.e., part number, description, and quantity) provided by the supplier on their invoice or through the ADS Connects Supplier Portal. Any discrepancy is flagged and resolved with the supplier. This final order audit ensures that every order is filled completely and accurately. In order to be as transparent as possible and provide real-time updates to ADS staff, our customers and our suppliers, ADS has created the ADS Connects Customer and Supplier Portal. This online system allows our customers to see what suppliers have promised to ship, when it should arrive, how many times that date has been updated and the date the latest update was provided. Our suppliers know that this information is available to customers in real-time, driving accountability to keep the data accurate and current. If the date provided by the supplier exceeds the contract required date, they are required to provide a reason for the delay. Should a supplier not provide the information proactively, the ADS Buyer will reconfirm the expected ship date on all long lead orders to ensure they remain on time. Purchase order and delivery metrics are monitored daily. They are also available real-time in the portal in order to increase transparency and accountability. The ADS Buyer also receives a daily summary report containing all purchase order lines due by month. All high-risk lines are highlighted in red, where high-risk is defined as a line with a lead time shorter than historical supplier lead time averages. An updated status on these must be received and a new delivery date entered by the end of that week. The ADS Purchasing Manager receives a summary view of all these reports daily and meets with the team weekly to review any issues.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	.02	*

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

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Because of the various suppliers we are offering, there are a number of supplier specific attributes of note. Some of the unique solutions the ADS has offered includes RJI Oceanbotics, who manufactures a “ROV” or “Remotely Operated Vehicle” for underwater mission. This underwater robot allows law enforcement agencies to search under the water for any type of vehicles, evidence, casualties, etc. all while taking the liability out of sending an officer to do it themselves. This type of technology is also very valuable during search and rescue mission or identifying explosive items in suspicious areas. These types of ROV solutions are increasingly being utilized by maritime units and search and rescue teams. Another unique solution being provide on this contract is made by InsightLPR, who manufacture license plate recognition technology utilized by law enforcement agencies for real-time vehicle monitoring. This technology is used to identify vehicles and people who may be under warrant, be involved in a recent crime, fleeing from a scene, etc. The real time data enables officers to respond to events very quickly and the technology will provide geofencing, which allows officers to track moving vehicles as the come across other camera systems. This technology is also highly effective for amber alert situations. For additional product solutions in the law enforcement equipment space, please reference additional information specific to each supplier/OEM provided in the "Supporting Information “ document under the "Depth and Breadth of Offered Equipment Products and Services" section as well as additionally provide links and spec sheets on each manufacturer.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Some of the subcatagies that we have identified on our pricelist include EOD Equipment, Martime Equipment, General Issue Equipmen, Night Vision & Options, amongst many more.	*

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

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

Line Item	Category or Type	Offered *	Comments	
71	Law Enforcement duty gear	(•) Yes ( ) No	Yes – Because of the scope of this contract, ADS is offering solution for this category of customer, which includes general issued clothing, pouches, weapon accessories, night vision, maritime equipment amongst others.	*
72	Traffic safety enforcement equipment, devices, and instruments	(•) Yes ( ) No	Yes – ADS is offering license plate technology for monitoring traffic. We are also offering surveillance towers, which could be used to manage high traffic area's and provide additional security.	*
73	Crime scene management and evidence collection equipment and supplies	(•) Yes ( ) No	Yes – ADS is offering a handful of forensic related equipment for crime scene management and evidence storage.	*
74	Tactical and EOD equipment (with the exception of those items excluded in subsections 2. or 3. of RFP)	(•) Yes ( ) No	Yes – ADS is offering multiple EOD related equipment and solutions ranging from x-ray panels to hook and line kits, telescopic manipulators, pull systems and EOD robots. We are also offering multiple tactical related equipment solutions that include night vision devises, weapon optics, helmet camera systems and breaching equipment.	*
75	Services related to the offering of the solutions in subsections above, such as training, installation, testing, maintenance, warranty programs, and technical support	(•) Yes ( ) No	Yes – services and trainings will be offered as a case-by-case basis. Those items are manufacturer driven and will either be included in the equipment or offered as a separate line item to purchase. Many manufacturers also offer this at a no-charge complimentary service to the customer.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 76. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

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 Pricing RFP 090122 - Law Enforcement Equipment.xlsx - Thursday September 01, 2022 12:00:13
- Financial Strength and Stability - LOA.pdf - Thursday September 01, 2022 09:32:43
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates - ADS Inc_AS9100D & ISO 9001 Certification.pdf - Wednesday August 31, 2022 07:33:49
- Warranty Information - Warranty.pdf - Wednesday August 31, 2022 07:32:32
- Standard Transaction Document Samples - ADS-Terms-and-Conditions-of-Sale-June-2021.pdf - Thursday September 01, 2022 09:31:26
- Upload Additional Document - Supporting Information - Value Added Attributes & Spec Sheets.zip - Thursday September 01, 2022 12:29:18

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    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 or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Law_Enforcement_Equipment_RFP_090122 Wed August 24 2022 02:56 PM	☑	1
Addendum_4_Law_Enforcement_Equipment_RFP_090122 Wed August 17 2022 04:20 PM	☑	2
Addendum_3_Law_Enforcement_Equipment_RFP_090122 Tue August 16 2022 09:33 AM	☑	1
Addendum_2_Law_Enforcement_Equipment_RFP_090122 Wed August 10 2022 07:59 AM	☑	1
Addendum_1_Law_Enforcement_Equipment_RFP_090122 Mon July 18 2022 04:34 PM	☑	2