

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
HIGHCOM ARMOR SOLUTIONS, INC.**

This Linking Agreement (“Agreement”) is entered into as of this 9th day of April, 2024, between the City of Glendale, an Arizona municipal corporation (“City”), and HighCom Armor Solutions, Inc., an Ohio corporation, authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

RECITALS

- A. On March 2, 2021, HighCom Armor, a member of the Sourcewell, entered into a contract with Contractor to purchase the goods and services described in Solicitation Number: 011221 (“Cooperative Agreement”), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows its cooperative use by other governmental agencies, including the City.
- B. Section 2-149 of the City’s Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City’s cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

- 1. Term of Agreement.
 - A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was March 2, 2021, until the date the contract terminates on **February 19, 2025**, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Cooperative Agreement, however, may not be extended beyond **February 19, 2026**. The initial period of this Agreement is the period from the Effective Date of this Agreement until **February 19, 2025**.
 - B. The City may extend the term of this Agreement for **one year** if the Cooperative Agreement is likewise extended and the City gives the Contractor notice that it is exercising its option to extend this Agreement 30 days prior to the anniversary of the Effective Date. Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

2. Scope of Work; Terms, Conditions, and Specifications.
 - A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.
 - B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.
3. Compensation.
 - A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as **Exhibit C**.
 - B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed _____ dollars (\$ _____) annually or Five hundred fifty thousand dollars (\$550,000.00) for the entire term of the Agreement (initial term plus any extensions).
4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.
5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.
7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
9. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - a. the forced labor of ethnic Uyghurs in the People’s Republic of China;
 - b. any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and
 - c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.

- 10. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
- 11. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
 c/o Ryan Freeburg
 11550 W. Glendale Ave.
 Glendale, AZ 85307

and

HighCom Armor Solutions, Inc.
 Attn: Dylan Hickey
 2901 E 4th Ave, Unit]
 Columbus, OH 43219

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

"Contractor"

City of Glendale, an Arizona
 municipal corporation

HighCom Armor Solutions, Inc.,
 an

By: _____
 Kevin R. Phelps
 City Manager

By:  4/12/24
 Name: Sally Nordeen
 Title: CEO

ATTEST:

 Julie K. Bower (SEAL)
 City Clerk

APPROVED AS TO FORM:

 Michael D. Bailey
 City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
HIGHCOM ARMOR SOLUTIONS, INC.**

**EXHIBIT A
SOURCEWELL SOLICITATION NUMBER: 011221**

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and HighCom Armor Solutions, Inc., 2901 East 4th Ave. Unit J, Columbus, OH 43219 (Vendor).

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

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

12. GOVERNMENT DATA PRACTICES

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

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

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

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:
\$2,000,000

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

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

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

HighCom Armor Solutions, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 2/17/2021 | 9:13 AM CST

DocuSigned by:
Michael Bundy
9078E31FFF2E4EF...
By: _____
Michael Bundy
Title: CEO
Date: 3/2/2021 | 12:08 PM CST

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 3/2/2021 | 2:30 PM CST

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

Vendor Details

Company Name: HighCom Armor Solutions, Inc.
Address: 2901 East 4th Ave.
Unit J
Columbus, OH 43219
Contact: Michael Bundy
Email: mike@highcomarmor.com
Phone: 614-500-3065 101
Fax: 614-405-7222
HST#: 94-3266279

Submission Details

Created On: Tuesday January 12, 2021 06:38:21
Submitted On: Tuesday January 12, 2021 15:55:40
Submitted By: Michael Bundy
Email: mike@highcomarmor.com
Transaction #: 6fb94dd0-4fe3-41a5-b1be-fcea68ad3008
Submitter's IP Address: 143.59.167.34

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	HighCom Armor Solutions, Inc.
2	Proposer Address:	2901 East 4th Ave., Unit J Columbus, OH 43219
3	Proposer website address:	https://www.highcomarmor.com/
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Michael Bundy CEO 2901 East 4th Ave., Unit J Columbus, OH 43219 (p) 614-500-3065 ext. 101
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Devin Reynolds Partner Program Manager 2901 East 4th Ave., Unit J Columbus, OH 43219 (p) 614-500-3065 ext. 123
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jamie McCormick Product Line Manager 2901 East 4th Ave., Unit J Columbus, OH 43219 (p) 614-500-3065 ext. 125 Michael Bundy CEO 2901 East 4th Ave., Unit J Columbus, OH 43219 (p) 614-500-3065 ext. 101

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>HighCom Armor Solutions, Inc. (HighCom) was founded in 1997 and is a global provider of body armor and personal protective equipment. HighCom is a leader in advanced ballistic armor design, manufacturing, and distribution. From our Columbus Ohio manufacturing and distribution facility we currently serve thousands of law enforcement and military end users throughout the world. Our primary focus is on "Saving Lives" through the design and distribution of high quality and affordable body armor and personal protective equipment.</p> <p>HighCom serves a wide range of customers throughout the world. These customers have trusted their life to HighCom for over 23 years. We currently have protective systems deployed with the U.S. Military, Department of Defense, Federal, State, and local law enforcement, correctional institutes, Fire-Rescue departments, and Emergency Medical Services throughout the United States and world. HighCom is considered a critical supplier within the body armor supply chain delivering many original equipment manufacturer (OEM) products to nearly all of the body armor manufacturing in the United States.</p> <p>HighCom is a vertically integrated operation including the control of concept to design and development to commercialization. Within our nearly 50,000 sq ft of operating space, is included a state-of-the-art ballistic laboratory where products are tested through research and development, quality production, and ongoing lifecycle management and analysis. HighCom is deeply rooted in numerous Research and Development projects according to National Institute of Justice (NIJ) and Military Specifications (MIL-SPEC) body armor standards and testing protocols. Many of our products far exceed these standards and span across multiple special agency standards including DEA protocol, FBI protocol, VPAM, and other international body armor standards and special threat testing to ensure officers safety is never compromised.</p> <p>In 2014, HighCom became the FIRST company in the world to achieve BA 9000 certification. The National Institute of Justice ("NIJ") assembled a collaborative team to address the issue of body armor safety and the needs of criminal justice agencies. NIJ decided to increase the amount of testing needed for body armor to meet their standards, including 1) more extensive and frequent testing; 2) environmental testing; and 3) implementation of BA 9000, a body armor quality management standard. BA 9000, released in January 2012 and revised in 2016, is an extension of ISO 9001.</p>	
8	What are your company's expectations in the event of an award?	HighCom expects to expand our dealer partner program through the use of cooperative purchasing programs like Sourcwell to ensure that high quality and affordable U.S. made body armor is available to the first responders and government and public/private entities where budgets are critical to stretch each dollar for the best equipment possible.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	HighCom Armor is a private corporation small business established in Columbus, OH and operates as a profitable entity debt free with a strong balance sheet. Additional details attached in financial documents.	*
10	What is your US market share for the solutions that you are proposing?	HighCom holds 1-2% of US market share for body armor. With current expansion plans we hope to hold roughly 3-5% of market share in U.S. body armor within 5 years.	*
11	What is your Canadian market share for the solutions that you are proposing?	HighCom currently holds less than 1% Canadian market share for body armor. With current expansion plans we hope to hold roughly 5-10% of market share in Canadian body armor within 5 years.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

13	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?	HighCom Armor Design, Development, Testing, Manufacturing, and Distribution of Body Armor and Personal Protective Equipment (PPE). Additional details provided in attached document son company capability statement.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	HighCom Armor currently holds ISO 9001:2015 and BA 9000:2016 certifications along with multiple NIJ certifications for products compliant to ballistic body armor standards.	*
15	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 *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	HighCom Armor became the first company in the world to receive BA 9000 quality certification published and maintained by the National Institute of Justice as a quality management standard for the design and manufacturing of body armor. HighCom has received exemplary ratings through general Services Administration for 15 years on our GSA contract for the supply of police equipment and was recently offered the opportunity to extend this contract to 5 additional years up to 20 years in compliance.	*
17	What percentage of your sales are to the governmental sector in the past three years	80% of our sales are contributed to federal, State, and Local government agencies.	*
18	What percentage of your sales are to the education sector in the past three years	less than 1% and for those it has been specifically to University Police and resource officer sales.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	HighCom currently holds a GSA contract (\$500k annually) as well as NASPO contract (\$0 sales awarded in October 2020) and local contracts with the City of Columbus, OH (\$100k annually) and Atlanta, GA (\$500k annually).	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	HighCom Armor GSA Contract # – GS-07F-9247S	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Texas Attorney General Office	Wesley Hensley	512-936-1710	*
City of Columbus Ohio	James Morrow	614-645-4890	*
Huntington Police Department	Mike Chornobay	304-544-4646	*
Drug Enforcement Agency	Charles Noonan	954-461-8400	
Tennessee Highway Patrol	Michael Cummings	615-741-5660	

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Columbus	Government	Ohio - OH	Body Armor Protective Systems- Including soft armor, carrier, plates, helmets, pouches	\$10k to \$50k	\$200,000
ATF	Government	District of Columbia - DC	Body Armor Protective Systems- Including hard armor plates for all agents	\$2k to \$20k	\$1,500,000
Secret Service	Government	District of Columbia - DC	Body Armor Protective Systems- Including hard armor plates for all agents	\$20k to \$50k	\$150,000
Voice of America	Non-Profit	Virginia - VA	Body Armor Protective Systems- Including soft armor, carrier, plates, helmets, pouches	\$5k to \$30k	\$40,000
Texas Attorney General Office	Government	Texas - TX	Body Armor Protective Systems- Including soft armor, carrier, plates, helmets, pouches	\$20k to \$50k	\$100,000

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
23	Sales force.	HighCom Armor currently has six full time staff dedicated to Sales and Marketing inside team members.
24	Dealer network or other distribution methods.	HighCom currently has 43 dealer partners throughout the United States and abroad including 2 in Canada.
25	Service force.	HighCom has 12 full time staff in operations, logistics, and support program management servicing customers globally.

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>HighCom (HC) is committed to providing products and services that meet customers' requirements. HC recognizes that in order to provide and maintain consistent high quality in the work it undertakes, an effective Quality Management System is necessary to ensure that proper communication, work control and reliable records are generated for all work undertaken. We are committed to setting and achieving quality standards that are capable of meeting the specified requirements and reasonable expectations of our customers.</p> <p>It is the general policy, therefore, of HC to control and conduct its business by means of a formalized system of modern quality management. This quality management will be in accordance with the quality system requirements specified in ISO 9001:2015 and BA 9000/2016.</p> <p>Focused on customer needs, HighCom develops, produces, and distributes a unique range of leading security products and personal protective gear. The company's management team has over 75 years of combined experience in the defense and law enforcement sectors with specialized knowledge of counter-terror strategies and expertise in tactical armor.</p> <p>Security Products: HighCom delivers a variety of high quality products at competitive prices. Our comprehensive catalog includes solutions for;</p> <ul style="list-style-type: none"> • Ballistic Resistant Body Armor: Ballistic plates, ballistic vests, ballistic shields, ballistic helmets, and ballistic blankets, NIJ 0101.04, 2005 IR, 0101.06, 0106.01, 0108.01 products available. • Law Enforcement and Military personal protective equipment and accessories: Protective helmets, shields, duty gear, pouches, and apparel. <p>HighCom invests an ongoing effort in increasing our product offering filling the need of target markets and our existing customer base. HighCom is committed to the highest standards recognized by the industry and therefore places a significant amount of resources towards NIJ compliant and tested in accordance with solutions.</p> <p>We operate a no-hassle return and customer satisfaction program that has seen satisfied customers around the world return time and time again for over two decades. Our customer service team delivers knowledge and resources to end users focused on guaranteeing successful deployment and use and care of our protective platforms.</p> <p>Our current service response times to customer inquires is less than 24 hours and most often same day service and support is performed through our warranty and repair program. In most cases although few exist we offer replacement parts/products with same day overnight shipping to operators deployed down range.</p>	*
27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	<p>HighCom is fully capable and excited to provide our products to any and all current and future participating entities. We guarantee satisfaction and through our long history in business have never had a failure, recall, or penetration of our products in deployment.</p> <p>With operations in Columbus Ohio United States we are strongly positioned for distribution throughout the United States to service all sourcwell participating entities.</p>	*
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	<p>HighCom is fully capable and excited to provide our products to any and all current and future participating entities. We guarantee satisfaction and through our long history in business have never had a failure, recall, or penetration of our products in deployment.</p> <p>With operations in Columbus Ohio United States we are strongly positioned for distribution throughout Canada and in addition to our strong manufacturing and distribution capabilities we maintain a compliance program and team responsible for ITAR AND EAR regulatory compliance procedures and currently engage the largest trade compliance law firm and logistics firm in the United states for export and import compliance management.</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None	*
30	Identify any Sourcwell 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?	None	*

31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	ITAR & EAR compliance in regards to Canadian exports. Because body armor is a controlled item and end users must be approved entities by the United States government to either be exempt from export license or in order to receive export application and license approval.	*
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Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Target Audience</p> <ul style="list-style-type: none"> • Law Enforcement, Fire Rescue, EMS, Military, Non-Profit, NGO's and educational customers requiring personal protective equipment. • Buyers and quartermaster decision-makers <p>Brand Values</p> <ul style="list-style-type: none"> • Quality: Exceeds Standards, USA Made, Best Warranty, NIJ Armor • Design: Innovative Technology, Superior Performance, Over 3000 SKUs • Knowledge: Team of engineers, World Class PPE Expertise (over 80+ Years of experience) • Manufacturing: High Capacity Output, American Manufacturer, Buy Direct, XTclave technology • Service: Avoid Hassle, Reduce Cost, Time and Risk, Customer First • Provides hope/ Self-Actualization: Saves Lives, Protecting The Protectors, Engineered To Protect <p>Marketing Themes for end users</p> <ul style="list-style-type: none"> • Value/Quality: USA Manufacturer and able to sell the best products for the best price • Service: Best Support, Large Inventory, Fast Delivery, Dealer Portal, NetSuite • Design/Aesthetic: Digital Library, Marketing Collateral, Product Photography, Videos <p>See additional details attached in document section.</p>	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>WEBSITE STRATEGY</p> <p>The main purpose of the customer portal is to support our partners and end users with access to exceptional technical, pricing, and marketing support. We have done this with the launch of the website and resource library which provides access to all our products, images, technical and marketing resources, support, and discounted pricing (when logged in). Our goal is to build out support for dealers by continuing to add features and resources such as industry data, comparison opportunities, sales help and advantages for end-user presentation, options for build a quote, access to testing data, training support, etc to help our distributors sell to the end-user.</p> <p>The second purpose of the website is to grow online sales and improve customer service. By implementing an ERP and CRM systems to our online store our sales team can provide better support and streamline our internal processes.</p> <p>Ordering Features: dealer segmentation, custom pricing, bulk order/ reordering options, advanced shipping options, build custom quotes, specific payment solutions (including card-on-file transactions, PO limits and net payment terms). Online orders will be limited to US for now but international shipping will be something we may want to look at in the future. Only approved distributors will be able to purchase products.</p> <p>NETSUITE STRATEGY</p> <p>We are working hard to completely implement the system to our internal processes and improve HighCom Armor in all ways with improved processes to better serve our customers and partners. We believe that these improvements will pave the path to a brighter future for all.</p> <p>One of the biggest advantages for our distributors and partners will be access to NetSuite's Customer Center. Through NetSuite's Customer Center distributors will be able to open support tickets, view recently ordered products, quotes, and open balances, make payments, place orders, print statements, and edit account details.</p> <p>MARKETING COLLATERAL STRATEGY</p> <p>Our goal for 2020 is to provide exceptional distributor support. One of the main ways we wish to do this is to continue to build out graphics library and marketing support documents such as digital catalogs, product specs, use and care guides, company brochures, sales support documents, presentations, handouts, etc. to help our distributors sell to the end-user.</p> <p>We believe this will be a huge asset for our distributors as we will have more marketing materials for them to utilize and also extremely important to take HighCom to the next level. How our brand looks visually will affect how people perceive the brand.</p> <p>DIGITAL MARKETING STRATEGY</p> <p>Create a content calendar for all online marketing based on HighCom's brand goals via</p>	*

		<p>basecamp. The calendar will be monitored monthly and reported on. The content of the calendar will be a living document that changes from month to month as the delivered content provides more insight. HighCom will continue to run targeted campaigns on social media, send out monthly emails, etc. Emails will change to B2B once the new website is up and running.</p> <p>SEO/AdWords:</p> <ul style="list-style-type: none"> ○ Hire SEO/AdWords expert to improve organic SEO, improve technical SEO and create a strong backlinks strategy/outreach ○ Refine Keyword strategy ○ Monthly press releases should be created for HighCom to improve SEO listings ○ Technical SEO will be implemented with website transition ○ Drive Distributor and Dealer Keywords (currently 700 organic SEO clicks) ○ AdWords spend between \$500 to \$1000 per month <p>HighCom Blog:</p> <ul style="list-style-type: none"> ○ Once a month with SEO keywording ○ Plan out at least two blogs with video content. Ideas K9 donation/ social impact <p>Email Marketing:</p> <ul style="list-style-type: none"> ○ Email is shifting to support distributors, law enforcement, sales - campaigns will be targeted to sales (more extra or overstocked inventory), promote new products, website features, share important company information. ○ 2x times per month with an increase around special events and holidays <p>Facebook/Instagram Campaign:</p> <ul style="list-style-type: none"> ○ Test distributor promotional tool and offer to social shout outs ○ Going Live on Facebook during internal meetings, capturing milestones, when new clients sign-on, when influencer numbers hit goals, during any training ○ Instagram collaboration - Currently working with industry-related brands and cross-promoting on Instagram. ○ Run quarterly giveaways on Instagram. Requirements: like our page, like collaborators pages (if applicable), share post on story, tag a friend, must be a US citizen, must be 18 years or older. <p>LinkedIn Campaign</p> <ul style="list-style-type: none"> ○ 2x a month posting schedule for quality posts that tie into other original content such as blogs and newsletters. <ul style="list-style-type: none"> ● YouTube <ul style="list-style-type: none"> ○ Third-Party Armor Testing Videos ■ Military Arms Channels ■ Twang N Bang ■ Ar15.com ○ In-house YouTube Videos <ul style="list-style-type: none"> ■ Product highlight videos such as FoxFury ■ Range Day videos - collaboration with Muzzle Flash Media or Law Enforcement agency <p>Influencer Connecting:</p> <ul style="list-style-type: none"> ○ Continue to develop industry influencers (YouTube/bloggers/social influencers/photographers) and partner with relevant/related brands (not competitors). This is an on-going project for 2020 and beyond. ○ YouTube Top Influencer Video Test Partnership (\$300k+ active subscribers). Most charge to be featured on their channel. Look to develop as a profit share instead of upfront cost. ○ Product trades with any relevant channel of 10k-30k active subscribers (Ideally 5+ individual channels over the course of the year) ○ Set-up 2 to 4 giveaways/contests with top influencers and/or brands
34	<p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</p>	<p>Sourcewell's role is to help educate and support vendors and participating entities to provide a connection for the pair to work collaboratively towards the success of connecting quality products with end users demands for the same.</p> <p>HighCom would look to integrate the Sourcewell contract similarly as our GSA, DOD Email, and NASPO contract as a contract vehicle for participating entities to use towards a guaranteed lowest price acquisition on quality body armor protective products. HighCom would advertise and provide an online portal to the Sourcewell contract and related opportunity for agencies to find their registration and/or join Sourcewell for procurement purposes.</p>
35	<p>Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>Yes, our products are available on our website for e-commerce as well as through GSA Advantage, and DOD Email currently. We also have an extensive dealer partner network with online ecommerce capabilities.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training on the sizing, use, and care of all products is provided by HighCom's technical team. HighCom also has extensive use and care and sizing collateral support and provides onsite support at participating entities agencies, offices, locations around the world both internally through our team and through 3rd party uniform shops and dealer partners. There is no additional cost for these services.
37	Describe any technological advances that your proposed products or services offer.	<p>Our products are using the worlds top supply chain partners and material science leaders including DSM, Dupont, Honeywell, Barrday, and many others. HighCom has invested significant resources to achieve ISO quality certification as well as BA 9000 certification continuing on a legacy of quality and trust in the marketplace.</p> <p>HighCom currently holds many NIJ certification's for compliant products and provides unparalleled partner resources for product testing and engineering support.</p> <p>HighCom was the first in the industry to offer a 10 year warranty on NIJ 0101.06 certified hard armor plates and this was only after two years of intense research and development of product field testing and working collaboratively with our legal department, insurance company, and the National Institute of Justice.</p> <p>HighCom currently is the only body armor company in the world using proprietary XTClave technology for high pressure consolidating of armor systems.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	HighCom has deployed unique recycling program as shown in the attachment in documents.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NIJ 2005IR compliance and NIJ 0101.06 compliance.
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	HighCom is a small business and has a network of dealer partners that meets many set-asides. See attached document for additional details.

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>KEY FACTS Founded in February 1997 in San Francisco, California Owned and operated design and manufacturing company in USA NIJ compliance/certifications: including dozens of NIJ 0101.04 (2005 IR), NIJ 0101.06, NIJ 0106.01, NIJ 0108.01, and 0115.01 solutions Six rifle armor models and two soft armor models that are fully DEA compliant for special threats and testing protocol HighCom Armor's warranty on rifle armor NIJ 0101.06 certified is 10 years \$10,000,000 of product liability insurance coverage First company in the world to achieve BA 9000 certification (July 2014) ISO 9001:2015 certified organization and BA 9000:2016 certified compliant High Capacity output of more than 20,000 pieces of armor per month DOD contracts and distribution of close to 1,000,000 pieces of ballistic armor over the past decade. HighCom Armor has never had a failure, a penetration, or a recall of our armor Over 3000 SKUs ranging in color, size, cut, shape, curvature, and characteristics for Law Enforcement, Military and Civilian uses HighCom Armor currently manages distribution through 90+ OEM, Resellers throughout the world Law Enforcement, Fire and Rescue, and Security contracts with hundreds of federal, state, and local agencies throughout the United States GSA Contract currently in third five-year cycle through 2020 HighCom Armor is currently capable of testing armor products to standards including Mil-STD-662F V50, NATO STANAG 2920 FSP Testing, NATO STANAG 4569 Level 1-3, UL 752, NIJ 0101.04, NIJ 0101.06, NIJ 0106.01, NIJ 0108.01 and HOSDB</p>
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Table 9: Warranty

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	Yes, see attached for additional details.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, see attached for additional details.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, see attached for additional details.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, see attached for additional details.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	No, see attached for additional details.
47	What are your proposed exchange and return programs and policies?	See terms and conditions for returns/exchanges
48	Describe any service contract options for the items included in your proposal.	See terms and conditions for returns/exchanges

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	None	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>HighCom receives an order from the participating entity and begins the internal workflow to enter the sales order and confirm with customer. Once entered from sales order the internal logistics team creates a fulfillment and or work order depending if the item is in stock or needs to be manufactured.</p> <p>Once the work order/fulfillment moves forward associates in our facilities act to get the items gathered, inspected, and packed for delivery to the customer.</p> <p>The order is automatically fulfilled and billed to the customer through workflow of our ERP/MRP systems.</p> <p>Our sales reporting system allows for capturing of sales contract identification daily, weekly, monthly, quarterly, annually or whatever timeline is required and reports on the detail complete customer specifics, products, pricing, and related compliance of contract to provide in excel, pdf, or other mediums as required by sourcewell.</p>	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, no additional costs for using P-CARD	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	HighCom offers an MSRP with various discount levels. Our MFC "Most Favored Customer pricing is 30% off MSRP and includes delivery and all related fees. See attached for additional details.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	30% OFF MSRP
55	Describe any quantity or volume discounts or rebate programs that you offer.	we currently do not offer any special programs regarding volume or rebates. We would intend to negotiate with participating entities based on the contract terms of Sourcwell and related to special pricing and or Hot List Items.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	HighCom could provide certain open market items on an as quoted basis and typically provides those type of items at cost plus.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	No additional charges, fees, or costs will be allowed to the participating entities. The price quoted is the final price paid for all related service and support.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	All product is priced as FOB Destination CONUS "Continental United States"
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, and Puerto Rico are considered OCONUS "Outside Continental United States" and will be quoted per order standard government discount rates with FedEx/UPS USPS.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	No unique or special methods to describe.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	MFC 30% off MSRP is our top government procurement pricing proposal with delivery included.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with 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.	HighCom performs two internal audits annually in accordance with our QMS "Quality Management System". This intrnal auditing process covers all areas of the company operations and products including sales, marketing, design, production, logistics, compliance, financial management, and customer service. HighCom also performs two independent 3rd party financial audits annually as well as a single external 3rd party ISO audit annually.
63	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.)	HighCom woudl propose a 1% administrative fee to Sourcewell calculated and remitted per contract terms.

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	HighCom currently designs, manufactures, and offers for sale the following products; HARD ARMOR - Level IV, Level III, Level IIIA, Special Threat, Trauma inserts (GUARDIAN™) SOFT ARMOR - Level II, Level IIIA, male and coming soon Female solutions (TROOPER™) OVERT CARRIERS - Combination flexible systems with concealable and tactical designs (TROOPER™) COVERT CARRIERS - Concealable comfortable designs for undercover wear (TROOPER™) PLATE CARRIERS - Basic and Tactical style carriers for hard armor inserts up-armor (TROOPER™) HELMETS - Ballistic PASGT, ACH, MICH, Accessories (STRIKER™) SHIELDS - Ballistic, Riot (BELLFIRE™) R.A.K. - Rifle Armor Kits, Ready Go-Bags (TROOPER™ and GUARDIAN™) BLANKETS - Ballistic, Blastwrap technology (STINGRAY™) CIVILIAN ARMOR - Inserts, panels, doors, walls, blankets (DEFENDER™) ACCESSORIES - Bags, ID placards, Rails, Mounts, Hangers, Lights, and various accessories for primary products
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The above listed products include various accessories for products like hard armor carrying bags, helmet covers, shield lights and accessories, carrier pouches, bags, and various supporting equipment for operator use and care.

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

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

Line Item	Category or Type	Offered *	Comments
66	Concealable or covert vests	<input checked="" type="radio"/> Yes <input type="radio"/> No	See attached pricelist with categories and various sub-categories. *
67	Tactical Vests	<input checked="" type="radio"/> Yes <input type="radio"/> No	See attached pricelist with categories and various sub-categories. *
68	Armor plate or insert carriers	<input checked="" type="radio"/> Yes <input type="radio"/> No	See attached pricelist with categories and various sub-categories. *
69	Hard and soft armor plates, inserts, panels, and backers	<input checked="" type="radio"/> Yes <input type="radio"/> No	See attached pricelist with categories and various sub-categories. *
70	Bomb or blast-resistance suits	<input checked="" type="radio"/> Yes <input type="radio"/> No	See attached pricelist with categories and various sub-categories. *
71	K-9 (and other service animal) protective gear	<input checked="" type="radio"/> Yes <input type="radio"/> No	See attached pricelist with categories and various sub-categories. *
72	Other protective armor	<input checked="" type="radio"/> Yes <input type="radio"/> No	See attached pricelist with categories and various sub-categories. *

Table 15: Industry Specific Questions

Line Item	Question	Response *

73	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>To understand our customers:</p> <ul style="list-style-type: none"> • Net Promoter Score (NPS) • Customer Retention Rate • Customer Satisfaction Index • Customer Profitability Score • Customer Lifetime Value • Customer Turnover Rate • Customer Engagement • Customer Complaints <p>To gauge our market and marketing efforts:</p> <ul style="list-style-type: none"> • Market Growth Rate • Market Share • Brand Equity • Cost per Lead • Conversion Rate • Search Engine Rankings (by keyword) and click-through rate • Page Views and Bounce Rate • Customer Online Engagement Level • Online Share of Voice (OSOV) • Social Networking Footprint • Klout Score • Measure our operational performance: • Six Sigma Level • Capacity Utilization Rate (CUR) • Process Waste Level • Order Fulfilment Cycle Time • Delivery In Full, On Time (DIFOT) Rate • Inventory Shrinkage Rate (ISR) • Project Schedule Variance (PSV) • Project Cost Variance (PCV) • Earned Value (EV) Metric • Innovation Pipeline Strength (IPS) • Return on Innovation Investment (ROI2) • Time to Market • First Pass Yield (FPY) • Rework Level • Quality Index • Overall Equipment Effectiveness (OEE) • Process or Machine Downtime Level • First Contact Resolution (FCR) <p>To measure our environmental and social sustainability performance:</p> <ul style="list-style-type: none"> • Carbon Footprint • Water Footprint • Energy Consumption • Saving Levels Due to Conservation and Improvement Efforts • Supply Chain Miles • Waste Reduction Rate • Waste Recycling Rate • Product Recycling Rat
74	Describe any performance standards that your products meet and how they are tested.	HighCom Armor is currently capable of testing armor and also holds certifications for products to standards including Mil-STD-662F V50, NATO STANAG 2920 FSP Testing, NATO STANAG 4569 Level 1-3, UL 752, NIJ 0101.04, NIJ 0101.06, NIJ 0106.01, NIJ 0108.01 and HOSDB

75	Provide an overview of your Quality Management System and identify any accreditations it has received.	<p>HighCom maintains an ISO 9001:2015 and BA 9000:2016 Quality Management System which has been issued on the authority of the President of HighCom (HC) for the use of all staff, subcontractors, clients or regulatory agencies to whom HC may be required to provide such information.</p> <p>HighCom's Quality Management system defines:</p> <ul style="list-style-type: none">• The overall quality policy adopted by HC• The organization that has been developed to implement this quality policy• The documentation (i.e. Quality Processes, Quality Procedures and Work Instructions) that has been designed to enable HC to carry out that policy. <p>HC's Quality Manual conforms to the requirements of ISO 9001:2015 along with BA 9000/2016. Furthermore it is understood that throughout this document and all related quality documents and activities of HC that when the words ISO 9001:2015 are used it also incorporates the requirements of BA 9000/2016 even if it does not specifically state so BA 9000/2016 in the written language of the manual, procedure, work instruction or other oral document. It takes into consideration the requirements of HC's Articles of Incorporation and Corporate Bylaws, together with all other applicable national international standards and procedures. If there are any discrepancies between the HC Quality Manual and these other directives/standards, the requirements of the HC Quality Manual will overrule.</p> <p>Exclusions: No exclusions for ISO 9001:2015 No exclusions for BA 9000/2016</p> <p>Changes in the organization of HC or the environment in which it operates may require modifications, amendments, insertions and/or deletions to the overall quality management adopted by HC and its associated documentation (e.g. Quality Processes, Quality Procedures and Work Instructions). The contents of this Quality Manual may, therefore, be altered on an as-required basis. All changes will be subject to QP/1 – Document Control. Changes will be deemed operational following approval by the authorized persons and published as updated sections of the Quality Manual.</p>
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76	Describe any design and manufacturing processes or materials utilized that contribute to enhanced protection, overall durability, and increased wearer mobility and safety that differentiate your offerings.	<p>Scope</p> <p>The primary function of HighCom is to:</p> <ul style="list-style-type: none"> • provide the highest quality ballistic resistant body armor and personal protective equipment to customers within the a customer who is a member of the federal, state, tribal, and local law enforcement and corrections community as well as U.S. and allied military and security agencies. • deliver high-level specialty ballistic protection products that meet customers' standards and specifications • provide qualified advice on protective products and materials and tailor solutions to specific customer needs <p>The principles described in ISO 9001:2015 for design are valid for HighCom QP/3 which details the requirements for design control within HighCom. These are matched in addition to the requirements stated throughout BA 9000:2016 to be inclusive with no exclusions.</p> <p>3.2 Resourcing</p> <p>The General Manager will assign product or project specification development responsibilities to Section Managers. Section Managers, in their turn, are responsible for ensuring completion of these tasks, for assigning the work to suitably trained and experienced specialists and for overseeing and supervising their output.</p> <p>Planning</p> <p>The Section Manager is responsible for ensuring that the planning of all interfaces between the different activities is appropriate and that verification points are allocated and taken into account.</p> <p>The Section Manager will approve the planning after each change and, where necessary, communicate with the General Manager to ensure that more detailed plans are made to ensure proper handling of the different development activities. The main objective being to see to it that the appropriate information concerning the requirements and specifications already developed and agreed on, are available to all parties - at any stage.</p> <p>To facilitate this process, the General Manager will use advanced design planning and decision techniques (e.g. such as Six Sigma) to control this requirement wherever appropriate.</p> <p>To ensure overall task effectiveness, a time plan will be maintained by the Section Manager, throughout each project and for all the main HighCom activities.</p> <p>Input</p> <p>The input data for each stage of a project will (in consultation with the Quality Manager) be identified by the Section Manager, documented, and agreed with the General Manager.</p> <p>The General Manager is responsible for ensuring that the same structure will be applied for each project.</p> <p>Output</p> <p>All documents will be presented in the form described in QP/1 – Document Control.</p> <p>Verification</p> <p>Verification of all HighCom documents will be in accordance with (when available) the relevant project or contract-specific Quality Plan and will be documented.</p> <p>Note: The Quality Manager will advise the General Manager on this subject on an as-required basis.</p> <p>Verification that documents are of the required format, content and quality will be achieved via the procedures described in QP/1 – Document Control.</p> <p>Approval will be in accordance with QP/1 – Document Control.</p> <p>Changes</p> <p>All changes that could fundamentally influence the company scope, targets, organization, budget, overall work breakdown structure, and timelines will be subject to the formal change control procedures described in QP/7 – Change Control.</p>
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Exceptions to Terms, Conditions, or Specifications Form

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

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Michael Bundy, CEO, HighCom Armor Solutions, Inc.

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

Yes No

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

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

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

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
HIGHCOM ARMOR SOLUTIONS, INC.**

**EXHIBIT B
Scope of Work**

Purchase of Ballistic vests and helmets. These ballistic vests and helmets will be issued to all Glendale Fire Department members working, or with the ability to work operationally in the field..

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
HIGHCOM ARMOR SOLUTIONS, INC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Per Section 3 of this Agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Statement of Work must not exceed \$ _____ annually or \$550,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

The term of the agreement commences upon the effective date and continues for full term including all extensions. See attached estimated quote.

Quote Details

Quote Number	00001603	Prepared For	Douglas Carrington
Created Date	4/4/2024	Email	dcarrington@glendaleaz.com
Expiration Date	6/3/2024	Contract Vehicle	SOURCEWELL
Quote Name	Glendale Fire Department - Pistol Helmet, Plates, Carrier full kits x 263	Contract Number	Highcom Sourcewell #011221-HCM City of Glendale Account # 110342

Address Information

Bill To Name	Glendale Fire Department	Ship To Name	Glendale Fire Department
Bill To	11550 West Glendale Avenue Glendale, AZ 85307 US	Ship To	11550 West Glendale Avenue Glendale, AZ 85307 US

Contact Information

Prepared By	Dylan Hickey	Company Address	2901 E 4th Ave Unit J Columbus, Ohio 43219 US
Email	dhickey@highcomarmor.com	Phone	(614) 500-3065

Product	Product Description	Quantity	Sales Price	Total Price
4s17m-MC-SAPI-XL	Guardian 4s17m Rifle Armor, Level IV Stand Alone, NIJ 0101.06 Certified, DEA Compliant, size: SAPI XL (11x14) Product Spec: https://highcomarmor.box.com/s/mtqm4wqugfgzqu4kpvhgmvdz4zf4f528	496.00	\$185.40	\$91,958.40
4s17m-MC-SC-1012	Guardian 4s17m Rifle Armor, Level IV Stand Alone, NIJ 0101.06 Certified, DEA Compliant, size: 10x12 SCMC Product Spec: https://highcomarmor.box.com/s/mtqm4wqugfgzqu4kpvhgmvdz4zf4f528	30.00	\$143.40	\$4,302.00
ACAP-BK-2XL	Trooper ACAP (Advanced CAP) no soft armor panel included, Black, 2XL Product Spec: https://highcomarmor.box.com/s/4o5ev81tksvtjqoreay2p7ejxaqpbrz	248.00	\$293.40	\$72,763.20
ACAP-BK-OSFA	Trooper ACAP (Advanced CAP) no soft armor panel included, Black, One Size Product Spec: https://highcomarmor.box.com/s/4o5ev81tksvtjqoreay2p7ejxaqpbrz	15.00	\$293.40	\$4,401.00
ACH-BK-LG	Striker ACH, Advanced Combat Helmet, Standard Cut, Level IIIA NIJ 0106.01, Black, Large Product Spec: https://highcomarmor.box.com/s/qi08shfu7x40yqi1yu7rftxbjhyk7xm3	242.00	\$274.50	\$66,429.00
	Striker ACH, Advanced Combat Helmet, Standard Cut, Level IIIA NIJ 0106.01,			

Terms and Special Instructions:

- Prices valid through expiration date above. Prices valid for MPN, Description, and qty listed only on a single purchase. For additional pricing information please visit [HIGHCOM ARMOR PRICELIST](#)
- All prices quoted are FOB Origin: Columbus, OH USA / Exceptions may include FOB Destination per a written contract.
- Quote does not include shipping estimates unless explicitly stated within quote or per contract requirements. Shipping estimates, when provided, are for planning and may not reflect final shipping costs or duration. Shipping estimates when provided do not include taxes, duties, clearance, or handling charges in country of import.
- International orders may require export license approval for controlled goods from BIS, DDTC, OFAC and other government agencies. In order to process export transactions HighCom requires End User Certificate showing the end user and end use purpose. More details regarding International export transactions can be found here- [HIGHCOM TRADE COMPLIANCE](#)
- Payment Terms vary by customer and contract vehicle. Please check with your sales rep or customer service for additional payment term details.

ACH-BK-XL	Black, XL Product Spec: https://highcomarmor.box.com/s/qi08shfu7x40yqi1yu7rftxbjhyk7xm3	21.00	\$274.50	\$5,764.50
Harness 8 LGXL	Striker ACH Adjustable Suspension Harness, size: Large/XLarge, (This is a 4 point UPGRADE option for all STRIKER ACH style/cut of combat helmets, not for use on PASGT)	263.00	\$83.40	\$21,934.20
ID-CUSTOM-48-BK-GY	4" x 8" Nylon ID Placard (Custom NAME)- Black w/Grey letters Product Spec: https://highcomarmor.app.box.com/file/475773508759	526.00	\$0.00	\$0.00
RAIL-STK-BK	Striker ACH Rail Mount System includes Picatinny, Black Product Spec: https://highcomarmor.box.com/s/obavrhuz8hjfs0ejorprjcdf5gs6e0he	263.00	\$71.40	\$18,778.20
sa3100-CMB-611	sa3100 Level IIIA NIJ 0101.06 certified soft armor panels, type: CUMMERBUND, size: 6x11 (panels sold as a set) Product Spec: https://highcomarmor.box.com/s/tt4g9jqt07rdnbwxc1wpcoc51z7vrzb	260.00	\$95.40	\$24,804.00
sa3100-CMB-614	sa3100 Level IIIA NIJ 0101.06 certified soft armor panels, type: CUMMERBUND, size: 6x14 (panels sold as a set) Product Spec: https://highcomarmor.box.com/s/tt4g9jqt07rdnbwxc1wpcoc51z7vrzb	3.00	\$113.40	\$340.20
SCORP-RADIO-BK	Scorpion Nylon Tactical Pouch, MOLLE/PALS webbing, Universal Radio Pouch (Model/Size must be specified with order), Black Product Spec: https://highcomarmor.box.com/s/bzgtmqtlgtz5lgopfrtizx9mgwtfqzxx	263.00	\$29.40	\$7,732.20

Subtotal	\$319,206.90
Discount	0.00%
Total Price	\$319,206.90
Tax	\$20,110.03
Grand Total	\$339,316.93

Terms and Special Instructions:

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- Payment Terms vary by customer and contract vehicle. Please check with your sales rep or customer service for additional payment term details.