TO: A-T Solutions
10304 Spotsylvania Ave
Suite 200
Fredericksburg, Virginia 22408

DATE ISSUED: February 23, 2015
CURRENT REFERENCE NO: 645-15

CONTRACT TITLE: Advanced Threat Assessment Courses

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective immediately and expires on June 30, 2015.

The contract documents consist of the terms, conditions, and specifications of agreement 645-15 and the terms and conditions incorporated herein by reference.

ATTACHMENTS:
AGREEMENT NO. 645-15.
EXHIBIT A - COST PROPOSAL

CONTRACT PRICING:
REFER TO ATTACHED AGREEMENT

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

CONTACT: Diane Ennis
VENDOR PAYMENT TERMS: NET 30 DAYS
CONTACT EMAIL: dianeennis@a-tsolution.com
COUNTY CONTACT: Casey Bailey

TELEPHONE NO.: 540-373-9542
FAX NO.: 540-322-4511
TELEPHONE NO.: 703-228-7985

GUINEVERE BRUNER, CPPB
PROCUREMENT OFFICER

DATED 2/23/15

BID FOLDER: 1
ARLINGTON COUNTY, VIRGINIA

STANDARD FORM AGREEMENT NO. 645-15

THIS AGREEMENT ("Agreement") is made on the date of execution by the County between the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA ("County"), and A-T Solutions; 10304 Spotsylvania Avenue, Suite 200, Fredericksburg, Virginia 22408-8602 ("Contractor"). Collectively, the "parties."

1. The Contractor agrees to provide Advanced Threat Assessment course, the training will encompass training and exercises designed to prepare the individual technician and their department with the skill sets and knowledge required to provide rapid responses at major events in mass crowd situations, with the goal of increasing officer and public safety at the scene of an IED incident (Exhibit A).

2. The Contractor's provision of these goods or services shall be subject to review and approval by the County's Project Officer ("Project Officer") assigned by the Director of the County’s Fire Department.

3. The Contractor shall provide the goods or service designated in Paragraph 1 and any attachments beginning on the date of execution of this Agreement and shall be terminated after the provision of services to the County have been completed pending the approval of a County Project Officer.

4. For services rendered or goods provided by the Contractor and accepted by the Project Officer, the County shall pay the Contractor at the prices indicated in Exhibit A. The County shall not pay the Contractor any other sum under this Agreement. Payment to the Contractor shall be net thirty (30) days from receipt by the County of a correct invoice from the Contractor. An invoice's correctness will be determined by the Project Officer.

5. It is understood and agreed by the parties that the Contractor is an independent contractor separate from the County, and the County will not withhold from the compensation paid to the Contractor any federal or Virginia unemployment taxes, federal or Virginia income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its agents or employees; further, the County will not provide any insurance coverage or other benefits normally provided by the County for its general employees to the Contractor.

6. The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Agreement:

   a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Agreement; or

   1

   1 Sole Source Agreement No. 645-15
b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to any subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Agreement, except for amounts withheld as allowed in section b., above. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as those contained in this Agreement with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

7. This Agreement may be terminated upon written notice to the Contractor fifteen (15) days before the date of termination by the Arlington County Purchasing Agent whenever the Purchasing Agent shall determine that such termination is in the County's best interest. The Contractor will be entitled to receive compensation for all Contract goods or services satisfactorily performed by the Contractor and accepted by the County prior to such termination notice.

8. The County shall have the right to terminate this Agreement if the Contractor fails to provide satisfactory goods or services, in the sole determination of the Project Officer. In the event of such termination, the County will give the Contractor written notice forty-eight (48) hours before the effective date and time of termination. Such notice shall be effective upon being mailed by the County to the Contractor. In the event this Agreement is terminated by the County due to the Contractor's failure to provide satisfactory goods or services, the Contractor shall be entitled to receive compensation only for goods or services satisfactorily performed and accepted by the Project Officer prior to the mailing by the County of such termination notice. Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County.
9. It is mutually understood and agreed that time is of the essence and the Contractor agrees that failure to provide timely service under this Agreement shall render this Agreement null and void, and the County will be relieved of all obligations hereunder.

10. The Contractor shall provide the insurance coverages marked with an "X" below before the start of work and shall provide a certificate of insurance evidencing such coverages.

- Workers Compensation-Standard Virginia Workers Compensation Policy.

- Commercial General Liability (CGL) - $500,000 combined single limit with $1,000,000 aggregate coverage to include Personal Injury, Completed Operations, Contractual Liability and, where applicable to the services, Products and Independent Contractors. "The County Board of Arlington County, Virginia, and its officers, employees and agents" must be additional named insureds on the CGL policy.

- Automobile Bodily Injury and Property Damage Liability - $500,000 Combined Single Limit (Owned, non-owned, or hired, as applicable)

11. The Contractor agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or any other basis prohibited by Virginia or federal law related to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this nondiscrimination clause.

b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that it is an Equal Opportunity Employer.

c) Notices, advertisements and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d) The Contractor shall include the provisions of the foregoing paragraphs a), b), and c) in every subcontract or Purchase Order in excess of $10,000.00, so that the provisions will be binding upon each subcontractor and/or supplier.

12. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in publicly- and privately-provided services and activities.

Sole Source Agreement No. 645-15
13. During the performance of this Agreement, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of marijuana or any other controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order in excess of $10,000.00, so that the provisions will be binding upon each subcontractor or supplier. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement.

14. In accordance with § 2.2-4311.1 of the Code of Virginia, the Contractor acknowledges that it does not, and shall not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

15. This Agreement is governed, in part, by all applicable provisions of the Arlington County Purchasing Resolution, which is hereby incorporated by reference into this Agreement. The time limit for decision by the County Manager in Contractual Disputes, as that term is used in the Purchasing Resolution, is fifteen (15) days.

16. This Agreement shall not be effective until a valid County Purchase Order is issued to the Contractor covering the amount of the Agreement.

17. All funds for payments by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County. In the event of nonappropriation of funds by the County Board for Arlington County for the goods and/or services provided under this Agreement or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Agreement, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Agreement, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination specified in the County's written notice.

18. This Agreement incorporates by reference Article 9 of the Arlington County, Virginia, Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia §
18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia (§ 18.2-438 et seq.), as amended.

19. No employee of the County shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom.

20. The County does not discriminate against faith-based organizations.

21. The Contractor agrees to comply with the provisions of Chapter 11 of the Arlington County Code covering business licenses insofar as those provisions may apply to this Agreement.

22. The Contractor shall be and remain authorized to transact business in the Commonwealth of Virginia during the term of this Agreement.

23. This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and no other state, and the jurisdiction and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court or jurisdiction.

24. The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of its work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this paragraph, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Agreement.

25. Notwithstanding any other provision of this Agreement, nothing in this Agreement or any action taken by the County pursuant to this Agreement shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

26. All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:
TO THE CONTRACTOR:

A-T Solutions
Diane Ennis, Senior Contracts Administrator
10304 Spsylvania Avenue, Suite 200
Fredericksburg, Virginia 22408-8602

TO THE COUNTY:

Casey Bailey, Project Officer
Arlington County, Virginia
1020 North Hudson Street
Arlington, Virginia 22201

AND

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

27. The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term and any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

28. This Agreement expressly incorporates any and all attachments and/or exhibits referenced hereinabove by reference. Where the terms and provisions of this Agreement vary from the terms and provisions of any attachments or exhibits, the terms and provisions of this Agreement shall take precedence.

29. The Contractor shall comply with all applicable legislative and regulatory requirements of privacy, security, and electronic transaction components of the Health Insurance portability and Accountability Act of 1996 ("HIPAA"). If applicable, the Contractor shall be designated a business associate pursuant and will be required to execute an Arlington County Business Associate Agreement pursuant to 45 C.F.R. §164.502(e) and §164.504(e).

30. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of any or all of its right, title or interest therein, without prior written consent of the County.

31. This Agreement shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

32. All remedies available to the County under this Agreement are

Sole Source Agreement No. 645-15
cumulative and no remedy hereunder shall be exclusive of any other remedy available to the County at law or in equity.

33. The sections, paragraphs, sentences, clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by a valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

34. INSURANCE REQUIREMENTS
The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides, and acceptable to the County. The minimum insurance coverage shall be:

a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

b. Commercial General Liability - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

c. Business Automobile Liability - $1,000,000 Combined Single Limit (Owned, non-owned and hired).

d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of $1,000,000.

e. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.
f. Cancellation - If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. It is the Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.

h. Contract Identification - The insurance certificate shall state this Contract's number and title.

i. Certificate Holder - Arlington County, Office of the Purchasing Agent, 2100 Clarendon Boulevard, Suite 500, Arlington, Virginia 22201

The Contractor must disclose the amount of any deductible or self insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in
connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AFFIXED THEIR SIGNATURES.

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

A-T SOLUTIONS

SIGNED: Richard D. Warren, Jr.

PRINTED NAME: RICHARD D. WARREN, JR.

PRINTED TITLE: PURCHASING AGENT

DATE: 2/23/15

SIGNED: Tamara Mueller

PRINTED NAME:

PRINTED TITLE: Vice President, Contracts

DATE: 19 February 2015

Sole Source Agreement No. 645-15
Quotation. 2015-02-12-SS01 dated: 13 February 2015

Chief Chris Devers
Arlington County Fire Department
1020 N Hudson Street
Arlington, VA 22201

ADVANCED THREAT ASSESSMENT COURSE

A-T Solutions Inc. is pleased to submit this quotation in response to your request for Threat Assessment and Electronics training for your department. As requested this quote covers Three (3), 5 day threat assessment training events and two (2) electronics courses as well as pre planning and post event reporting and meetings.

The training and exercise event will be at your location and at a local major venue and involve the use of other agencies and role players. The event has been planned specifically to address the unique environment specific to the National Capital Region at major public events and venues. The courses are FEMA approved and can be found in the state training catalogue as: IED/WMD Electronics & Advanced Threat Assessment: CA-003- PROT

1. Training dates (Tentative):
   a. Threat Assessment;
      i. Apr 6 – 10
      ii. Apr 20 – 24
      iii. May 4 - 8
   b. Electronics;
      i. Apr 6 – 10
      ii. May 11 - 15

2. Specialized rapid entry kits 16 per threat assessment course
3. Cost per threat assessment course $73,353.20
4. Cost per electronics course $42,469.40
5. Program cost $304,998.40
6. A training outline and rapid entry equipment lists are at Enclosures 1 & 2

All training events will be conducted within the National Capital Region. The price quoted is inclusive of all instructor travel and training materials and is quoted as a Firm Fixed Price. A detailed cost breakdown can be provided on request. The A-T Solutions quotation is valid through June 2015 and is submitted contingent upon the issue of an acceptable purchase agreement.
If you have any questions please contact Mr. Steve Strong (540) 630-6296 or email: stevestrong@a-tsolutions.com. Or for contractual questions, Ms Diane Ennis (540) 373 9542 or email:dianeennis@a-tsolutions.com

Sincerely,

Steve strong
A-T Solutions, Inc.
10304 Spotsylvania Ave, Suite 200
Fredericksburg, VA 22408
Mobile (540) 630 – 6296
stevestrong@a-tsolutions.com
Enclosure 1

Threat Assessment Outline course syllabus

<table>
<thead>
<tr>
<th>Day</th>
<th>Group A</th>
<th>Group B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday</td>
<td>Classroom Review: Threat Assessment, IED Firing Systems, HME/Improvised DETS, DET/Switch Diagnostics, KUKRI/SABER, Disruptors Equipment Check</td>
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<tr>
<td>Tuesday AM</td>
<td>Trapped circuit electronics</td>
<td>Devices 1-4 (X4)</td>
</tr>
<tr>
<td>Tuesday PM</td>
<td>Devices 1-4 (X4)</td>
<td>Trapped circuit electronics</td>
</tr>
<tr>
<td>Wednesday AM</td>
<td>Trapped circuit electronics</td>
<td>Devices 5-8 (X4)</td>
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<tr>
<td>Wednesday PM</td>
<td>Devices 5-8 (X4)</td>
<td>Trapped circuit electronics</td>
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<td>Devices 9-12 (X4)</td>
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<td>Thursday PM</td>
<td>Devices 9-12 (X4)</td>
<td>Trapped circuit electronics</td>
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<tr>
<td>Friday AM</td>
<td>VBIED/Mass Casualty Drill</td>
<td>Multiple Suicide Bomber/ Mass Casualty Drill</td>
</tr>
<tr>
<td>Friday PM</td>
<td>Multiple Suicide Bomber/ Mass Casualty Drill</td>
<td>VBIED/Mass Casualty Drill</td>
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Notes

On Tuesday through Thursday the class is split into 2 groups with one group doing threat assessment training in the morning and the other group conducting Trapped circuit electronics, the two groups swap in the afternoon.
Enclosure 2

Rapid Entry tool kit

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<td>Wiss M2R Snips</td>
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<td>Leatherman Raptor</td>
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<td>Utility Knife</td>
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<td>Leatherman 300</td>
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<td>Paracord 550</td>
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<td>Dykes IRWIN</td>
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<td>Dental Mirror</td>
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<td>HAVALON PIRANTA</td>
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<td>Dremel Bit</td>
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<td>Dremel Rotary Tool</td>
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<td>Tool pouch</td>
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<td>Hemostat 5.5&quot;</td>
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<td>Stuff sack</td>
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<td>4 in 1 Screwdriver</td>
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<td>Dyneema 100'</td>
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<td>Telescoping Mirror</td>
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<td>Gorilla Tape 1&quot;x90'</td>
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<td>Vise Grips</td>
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<td>Stylus Reach</td>
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<td>SEBER U BLADES</td>
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Notes

This equipment list is a living document and items will be replaced as better items are discovered through training, operations and research.