

State of Colorado Department of Personnel & Administration

State of Colorado Price Agreement Number 68008YYY15P/WSCA

STATE OF COLORADO MASTER PRICE AGREEMENT

THIS MASTER PRICE AGREEMENT ("Master Price Agreement") is by and between the State of Colorado, for the use and benefit of the Department of Personnel & Administration, located at 633 17th Street, Suite 1520, Denver, Colorado 80202 (the "**State**"), and SAFARILAND, LLC, located at 13386 International Parkway, Jacksonville, Florida 32218 ("**Manufacturer**"). The State and Manufacturer are collectively, the "**Parties**".

Pursuant to §24-110-201, Colorado Revised Statutes, the State is authorized enter into this Master Price Agreement with the Manufacturer for the purchase of new bullet-resistant and stab-resistant body armor on an as-needed basis by State of Colorado agencies, Institutions of Higher Education, and Political Subdivisions and by other Purchasing Entities, as defined below. This Master Price Agreement is a cooperative procurement conducted on behalf of the Western States Contracting Alliance ("WSCA"). Colorado is the Lead State (as defined below) for this Master Price Agreement.

1. Definitions

The following terms as used in this Master Price Agreement shall be construed and interpreted as follows, unless the context otherwise expressly requires a different construction and interpretation:

- 1.1 "**Distributor**" means a company that has a contractual relationship with the Manufacturer to provide local market sales and customer support for the Manufacturer's Goods to Purchasing Entities. To be considered a Distributor under this Master Price Agreement, a company must have been named by the Manufacturer as a Distributor-agent for specific Participating State(s) and have executed a "Manufacturer/Distributor-agent Assignment for Company" form on Exhibit (E) with the Manufacturer. The preliminary list of Manufacturer's Distributors under this Master Price Agreement is attached as Exhibit (H) "Distributors by State"; said list is subject to revision as Participating States and/or authorized Distributors are added.
- 1.2 "**Goods**" means new bullet-resistant and/or stab-resistant body armor products as more specifically described in the Solicitation.
- 1.3 "**Lead State**" means the state that conducted the cooperative Solicitation and that will centrally administer this Master Price Agreement. Colorado is the Lead State for this Master Price Agreement.
- 1.4 "**Manufacturer**" or "**Vendor**" means the manufacturer of the Goods. The Manufacturer is the legal entity responsible for fabricating the Goods, and that is solely liable for issues of proper fit, warranty, and fulfilling all specified requirements of the Solicitation.
- 1.5 "**NASPO**" means the National Association of State Procurement Officials.
- 1.6 "**Offer**" or "**Bid**" means the offer submitted by the Manufacturer in response to State of Colorado Invitation for Bid for Body Armor, IFB-JW-11-0002. "**Bidder**" similarly means the Manufacturer that submitted the Offer or Bid.
- 1.7 "**Participating Addendum**" means a bilateral agreement executed between the Manufacturer and a Participating State, or a Political Subdivision with the consent of its State Purchasing Official, who clarifies the operation of the Master Price Agreement for the state concerned (such as ordering procedures specific to that state) and that may include other state-specific requirements; refer to

Exhibit (D). Participating States that successfully complete a Participating Addendum shall provide an electronic copy of each completed Participating Addendum to WSCA and to the State of Colorado, c/o State Purchasing Office.

- 1.8 **“Participating State”** means a member of WSCA or participating NASPO state that has indicated its intent to participate in this Master Price Agreement by executing a Participating Addendum, or by using any other method provided by WSCA procedures, or any non-member state authorized by WSCA to be a party to this Master Price Agreement through execution of a Participating Addendum.
- 1.9 **“Permissive Price Agreement”** means a price agreement wherein a Purchasing Entity may make purchases against the Master Price Agreement without using the formal purchasing procedures that would normally be required for such a purchase by that Purchasing Entity’s statutes or regulations (for example, a formal solicitation for competitive bids). Additionally, under a Permissive Price Agreement a Purchasing Entity may satisfy its requirements without using the Master Price Agreement, so long as the Purchasing Entity follows applicable procurement statutes and regulations.
- 1.10 **“Political Subdivision”** means a county, city, school district, law enforcement authority, special district, or any other kind of municipal, quasi-municipal, or public corporation organized pursuant to law.
- 1.11 **“Master Price Agreement”** or **“Contract”** means this master price agreement for purchase of Goods on an as-needed basis, which has resulted from award of the Solicitation conducted on behalf of WSCA. This Master Price Agreement is between the Lead State and the Manufacturer. The Solicitation is intended to result in awards to multiple vendors and, therefore, multiple price agreements. Depending on context, “Contract” may also refer to purchase orders, other commitment documents, or other types of agreements referred to in this Master Price Agreement.
- 1.12 **“Order”** means a bilateral agreement between Manufacturer and a Purchasing Entity, issued under a Participating Addendum, consisting of an order form (as described in the Purchasing Entity’s Participating Addendum), and the exhibits and attachments thereto. An Order incorporates by reference the terms and conditions of the Participating Addendum under which it is issued.
- 1.13 **“Principal Representative”** or **“WSCA Contract Administrator”** means the individual in the Lead State’s State Purchasing Office who has been designated in the “Representatives” section in this Master Price Agreement, below.
- 1.14 **“Purchasing Entity”** means a Participating State or another legal entity, such as a Political Subdivision, properly authorized by a Participating State to enter into a Participating Addendum for the purchase of Goods described in the Solicitation. Unless otherwise limited in the Solicitation, in this Master Price Agreement, or in a Participating Addendum, Political Subdivisions of Participating States are Purchasing Entities authorized to purchase the Goods and/or services described in this Master Price Agreement.
- 1.15 **“Solicitation”** means State of Colorado Invitation for Bid for Body Armor, Solicitation Number IFB-JW-11-0002.
- 1.16 **“WSCA”** means the Western States Contracting Alliance, which is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (including interested NASPO members) for the states of Alaska, Arizona, Colorado, Delaware, Hawaii, Idaho, Iowa, Louisiana, Maine, Minnesota, Montana, Nevada, New Hampshire, New Jersey, New Mexico, North Dakota, Oregon, South Dakota, Utah, Vermont, Washington, and Wyoming. Note that obligations under this Master Price Agreement are limited to those Participating States who have signed (and not revoked) an intent to participate or who have subsequently executed a Participating Addendum where contemplated by the Solicitation.

BASIC MASTER PRICE AGREEMENT TERMS

2. General

- 2.1 This Master Price Agreement is issued by the Lead State to the Manufacturer for the purchase of Goods on an as-needed basis by Lead State's agencies, Institutions of Higher Education, and Political Subdivisions and by other Purchasing Entities. This Master Price Agreement is a cooperative procurement conducted on behalf of WSCA.
- 2.2 The Manufacturer shall provide the Goods described in the "Price Sheet" on Exhibit G in compliance with the "Body Armor Specifications and Requirements" described in the Solicitation.
- 2.3 No specific volume of Goods purchases against this Master Price Agreement is guaranteed by the State or by any other Purchasing Entity.
- 2.4 The Manufacturer is the manufacturer of the Goods to be purchased under this Master Price Agreement.
- 2.5 This Master Price Agreement shall not be enforceable until it has been executed by the Parties and approved and signed by the Colorado State Controller (the "Effective Date"). The Parties shall not be bound and Manufacturer shall not be entitled to receive payment or reimbursement for any performance hereunder, including but not limited to, costs or expenses incurred prior to the Effective Date.

3. Nature of Agreement; Roles of Participants

- 3.1 This Master Price Agreement is the primary agreement relating to the WSCA cooperative procurement for the Goods. The State of Colorado issued and awarded the Solicitation, and is the Lead State for the Master Price Agreement; therefore, it is the signatory on this Master Price Agreement. Although this is the Master Price Agreement covering purchases of Goods between the Parties, some of the terms herein are specific to purchases made by the Lead State's Purchasing Entities only. Those Lead State-specific terms should be apparent by their context.
- 3.2 Purchasing Entities shall participate in this Master Price Agreement by executing a Participating Addendum with the Manufacturer. The Participating Addendum clarifies the operation of the Master Price Agreement for the state concerned (such as ordering procedures specific to that Purchasing Entity) and may add other state-specific requirements. A sample Participating Addendum is attached to this Master Price Agreement as Exhibit (D).
- 3.3 The terms and conditions contained in any Participating Addendum shall apply to the purchases of Goods through an Order by a Purchasing Entity that executed such Participating Addendum. Such terms and conditions shall take precedence over this Master Price Agreement as they relate to those purchases. No terms or conditions of any Participating Addendum shall take precedence over the terms and conditions of any other Participating Addendum or over this Master Price Agreement except as they relate to those purchases.
- 3.4 Purchasing Entities in the Participating States will issue Orders with Distributors, using whichever purchase and payment instruments the Purchasing Entity is authorized to use pursuant to its Participating Addendum. The Purchasing Entity will be responsible to conduct its own Order expediting and follow-up, and is responsible for payment.
- 3.5 Issues relating to "Compliance with Applicable Law" and "Venue" are addressed in Sections 24 and 42, below.

4. Performance Standard

Manufacturer warrants that, (a) Goods or services provided under this Master Price Agreement shall meet the description in Exhibit G, as indicated in the body armor "Specifications" and requirements in Solicitation IFB-JW-11-0002 and that, (b) there are no pending or threatened suits, claims, or actions of any type with respect to the Goods or services provided, and (c) the Goods or services shall be free and clear of any liens, encumbrances, or claims arising by or through Manufacturer or any party related to Manufacturer.

5. Term of Price Agreement

The initial term of this Master Price Agreement shall be from the Effective Date through July 31, 2013. The Master Price Agreement may be extended unilaterally by the State beyond the initial term for three (3) optional renewal terms of up to one year each. If the State exercises the option, it will provide written notice to Manufacturer prior to the end of the current term in a form substantially equivalent to **Attachment 2**. If exercised, the provisions of the option letter shall become part of and be incorporated into the original Master Price Agreement. The total duration of this Master Price Agreement, including the exercise of any options, shall not exceed five years.

6. Pricing

Pricing shall remain firm for the first 12 months of the initial term of the Master Price Agreement, and no changes in the Price Sheet on Exhibit G, will be accepted during that time except for approved new certified armor product additions to the sheet. Thereafter, only one increase will be allowed in any 12-month period during the remainder of the initial term or during subsequent option years. Any such price increase request(s) shall be made to the State's Principal Representative named in Section 33 in writing 30 days prior to the anticipated increase. Increases shall become effective only upon approval by the State. Documentation that demonstrates the cause of any increase shall be supplied with the Manufacturer's request and will verify that the requested price increase is general in scope and not applicable just to this Master Price Agreement. Orders placed prior to the effective date of any price adjustment will be honored at the Master Price Agreement price prior to the adjustment.

No volume of purchases of Goods against this Master Price Agreement is guaranteed by the State.

7. NIJ Body Armor Standards

Manufacturer must comply with the following minimum standards as further specified in the Solicitation:

- 7.1 NIJ Bullet Resistance of Body Armor Standard 0101.06: The National Institute of Justice ("NIJ") has implemented revised standard 0101.06, for bullet-resistant body armor to replace the 2005 Interim Requirements for Bullet-Resistant Body Armor. The NIJ publishes the Compliant Products List ("CPL") of armor that complies with the new standard. The State reserves the right to add CPL listed products, at its option, to this Master Price Agreement as they become available. The addition of such products would be accomplished through receipt of NIJ compliance documentation and price negotiation with the Manufacturer.
- 7.2 NIJ Stab Resistance of Body Armor Standard 0115.00: The NIJ has an existing standard 0115.00 for stab resistant body armor. The NIJ publishes the CPL of armor that complies with the standard. The State reserves the right to add CPL listed products, at its option, to this Price Agreement if NIJ updates this standard or adds products to the published CPL as they become available. The addition of such products would be accomplished through receipt of NIJ compliance documentation and price negotiation with the Manufacturer.

8. Permissive Price Agreement

This is a Permissive Price Agreement in Colorado throughout the initial term of the Master Price Agreement (through July 31, 2013). The State reserves the right to continue this as a Permissive Price Agreement or, at its option, change it to a Mandatory Price Agreement for the State of Colorado during future option years of the Master Price Agreement of which notice shall be provided to State of Colorado

Participating Entities through the State's State Purchasing Office website. Other Participating States may individually deem this as a Permissive or a Mandatory Price Agreement, at their option through its respective Participating Addendum.

9. WSCA Terms and Conditions

WSCA's Standard Contract Terms and Conditions ("WSCA Terms and Conditions") are attached to this Master Price Agreement as Exhibit A, and incorporated herein by reference. WSCA Terms and Conditions are subject to the Order of Precedence clause in Section 10.

10. Order of Precedence

The provisions of this Master Price Agreement shall govern the relationship of the State and Manufacturer. In the event of conflicts or inconsistencies between this Master Price Agreement and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of precedence:

- (a) The provisions of the main body of this Master Price Agreement;
- (b) Exhibit 1, Solicitation IFB-JW-11-0002, Sections 1- 4;
- (c) Exhibit A, WSCA Terms and Conditions;
- (d) Any executed Participating Addendum;
- (e) Exhibit G, Current Vendor Price Sheet;
- (f) An Order issued under a Participating Addendum; and
- (g) Manufacturer's response to the solicitation.

The precedence of Participating Addenda or purchase and payment instruments that may be issued or executed in relation to this Master Price Agreement is addressed in Section 3 above titled "Nature of Agreement; Roles of Participants".

The above referenced and the following exhibits, attachments and documents are hereby incorporated by reference herein:

- (i) Exhibit D, Sample State Participating Addendum;
- (ii) Exhibit E, Sample Manufacturer Distributor/Agent Assignment for Company;
- (iii) Exhibit F, Sample WSCA Body Armor Quarterly Detail Report;
- (iv) Exhibit H, Sample Distributor/Agents Assigned by State List;
- (v) Attachment 1, Sample Consent to Search Authorization and Guest Registration; and
- (vi) Attachment 2, form of Option Letter.

PROCEDURES FOR AND OBLIGATIONS OF CONTRACT PERFORMANCE

11. Billing/Payment Procedure

11.1. Each Participating Entity shall establish billing procedures and pay Manufacturer the Master Price Agreement price for Goods delivered, inspected, and accepted pursuant to all the terms and conditions of this Master Price Agreement as amended by such Participating Entity's Participating Addendum. Manufacturer shall submit invoices for payment on forms and provide requested documentation in a manner prescribed or approved by the Participating Entity. Payments made by the Participating Entity to the Manufacturer in error for any reason including, but not limited to, overpayments or improper payments may, at the Participating Entity's sole discretion, be recovered from Manufacturer or its Distributor by deduction from subsequent payments for purchases made by the Participating Entity under this Master Price Agreement as amended by its Participating Addendum or other contracts or grants between the Participating Entity and the Manufacturer or its Distributor or by other appropriate methods. Those Purchasing Entities that are not prohibited by

law, rule or regulation from making payment to a non-contracting party may elect, through its Participating Addendum, to make payment to a Distributor.

- 11.2 The Manufacturer, its designated Distributor or agent shall accept a government issued or "State Procurement Card", or any similar payment instrument, as an accepted method of purchase and payment against this Master Price Agreement.
- 11.3. The Purchasing Entity shall make payment in full with respect to each invoice within forty-five (45) days of receipt thereof; provided that the amount invoiced represents Goods and/or services which have been accepted by the Purchasing Entity and the form of the invoice is acceptable to the Purchasing Entity. Uncontested amounts not paid by the Purchasing Entity within forty-five (45) days shall bear interest on the unpaid balance beginning with the forty-sixth (46th) day at a rate of one percent (1%) per month until paid in full; provided, however, that no interest shall accrue with respect to unpaid amounts for which the Purchasing Entity has delivered to Manufacturer or its Distributor notice of a good faith dispute. Manufacturer or its Distributor shall invoice the Purchasing Entity separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of days' interest to be paid and the applicable interest rate.

12. Inspection and Acceptance

The Purchasing Entity reserves the right to inspect Goods provided under this Master Price Agreement at all reasonable times and places during the term of this Master Price Agreement. If any of the Goods do not conform to Master Price Agreement, as amended by its Participating Addendum and Order, requirements, the Purchasing Entity will require Manufacturer, directly or through its Distributor, to promptly provide the Goods again in conformity with the Master Price Agreement, as amended by its Participating Addendum and Order, requirements, at no additional cost to the Purchasing Entity. This remedy shall in no way limit the remedies available to the Purchasing Entity in other provisions of this Master Price Agreement, its Participating Addendum, or remedies otherwise available in equity or at law, including the Uniform Commercial Code ("UCC"), all of which may be exercised by the Purchasing Entity, at its option, in lieu of or in conjunction with the preceding measures. Furthermore, the reduction, delay or denial of payment under this provision shall not constitute a breach of contract or default by the Purchasing Entity.

13. Reporting

- 13.1 Quarterly Reports for WSCA: Using the attached "WSCA Body Armor Quarterly Detail Report" form on Exhibit F (each a "Quarterly Report"), the Manufacturer shall submit a quarterly report for cumulative sales of Goods made under this Master Price Agreement to Purchasing Entities within each Participating State subscribed to the Manufacturer by Participating Addendum. The Quarterly Report shall be submitted by the Manufacturer to the lead state and WSCA representatives below:

Colorado State Purchasing Office	Western States Contracting Alliance
Attn: Jeff Wylde, CPPB	Attn: Lee Ann Pope
Email: jeff.wylde@state.co.us	Email: lpope@AMRms.com

The Quarterly Report shall be submitted by the Manufacturer according to the following schedule:

Quarterly Report Schedule	Due Dates
July through September	October 15
October through December	January 15
January through March	April 15
April through June	July 15

- 13.2 State-specific Reporting: Participating States may request state-specific reports generated from the "WSCA Body Armor Quarterly Detail Report" above.
- 13.3 Database for Reporting to WSCA: The Manufacturer shall create and maintain a database, in MS Excel, throughout the term of the Master Price Agreement, covering all purchases of Goods made against this Master Price Agreement by all Purchasing Entities (in all states). The database shall include the required information for the "WSCA Body Armor Quarterly Detail Report", including:
- Purchasing Entity Name
 - NIJ Compliant Model Number
 - Catalog Number Used for Marketing (if different from NIJ Compliant Model Number)
 - Style/type (concealable or tactical)
 - Threat Level
 - Serial Number
 - Size(s)
 - Number of Units Purchased
 - Manufacture Date
 - Date Delivered to Customer
 - List Price
 - WSCA Price

The database shall be updated as Goods are delivered and a copy given to the State every three (3) months by the due dates listed in Section 13.1. The database will also be delivered on an ad hoc basis upon request by WSCA and/or the State of Colorado.

- 13.4 The Manufacturer will provide ad hoc reports to any Purchasing Entity requesting information about usage for their Purchasing Entity against the Master Price Agreement. Such request will be made in writing with advanced notice not less than 1 week so as not to be burdensome to the Manufacturer.
- 13.5 Failure of the Manufacturer to submit reports as specified may result in suspension of this Master Price Agreement by the State until reports are completed and received or may result in cancellation of this Master Price Agreement. In addition, failure of the Manufacturer to submit reports as specified may impact future eligibility to compete for State or WSCA price agreements.

14. Rights in Data, Documents, and Computer Software

- 14.1 Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or work product of any type, including drafts, prepared by Manufacturer in the performance of its obligations under an Order pursuant to a Participating Addendum under this Master Price Agreement (the "Work Product"), shall be the exclusive property of the Purchasing Entity placing the Order and all such Work Product shall be delivered to the Purchasing Entity by Manufacturer upon completion, termination, or cancellation of this Master Price Agreement. The rights of the Purchasing Entity with respect to such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use such Work Product.
- 14.2 Manufacturer shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than their performance of obligations under the applicable Order, Participating Addendum and this Master Price Agreement, without the prior written consent of the Purchasing Entity. The rights of the Purchasing Entity with respect to such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use such Work Product.

15. Maintenance, Inspection and Monitoring of Records

- 15.1 Manufacturer shall maintain, or cause to maintain, a complete file of all records that are necessary to properly account for the payments made to the Manufacturer for costs authorized by this Master Price Agreement and the Manufacturer shall maintain, or cause to maintain, any other documents, communications, and other written materials or electronic media, files or communications, which pertain to the delivery of Goods under this Master Price Agreement, any Participating Addendum or Order. Such records shall be maintained for a period of four (4) years after the date of termination of this Master Price Agreement or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending, or until an audit has been completed; provided, that if an audit by or on behalf of the State or federal government, any other Purchasing Entity, or WSCA, has begun but is not completed or audit findings have not been resolved after a four (4) year period, such materials shall be retained until the resolution of the audit findings.
- 15.2 Manufacturer shall permit the State or federal government, any other Purchasing Entity, WSCA, or any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe the Manufacturer's records during the term of this Master Price Agreement and for a period of four (4) years following termination of this Master Price Agreement or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Manufacturer's performance hereunder. Such access will be during normal business hours or by appointment.

16. Confidentiality of State Records and Information

- 16.1 Manufacturer acknowledges that it may come into contact with confidential information in connection with this Master Price Agreement or in connection with the performance of its obligations under this Master Price Agreement, including but not limited to, personal records and information of individuals, in particular names and information of law enforcement personnel who are fitted for and provided body armor. It shall be the responsibility of Manufacturer to keep all Purchasing Entity records and information confidential at all times and to comply with all local, state and federal laws, rules and regulations concerning the confidentiality of information to the same extent applicable to the Purchasing Entity. Any request or demand for information in the possession of Manufacturer or Distributor made by a third party who is not an authorized party to this Master Price Agreement shall be immediately forwarded to the State's Principal Representative for resolution.
- 16.2 Manufacturer shall notify all of its Distributors, agents, employees, subcontractors and assigns who will come into contact with Purchasing Entity confidential information that they are subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of the requirements before they are permitted to access information or data. Manufacturer shall provide and maintain a secure environment that ensures confidentiality of all Purchasing Entity records and information wherever located. No Purchasing Entity information of any kind shall be distributed or sold to any third party or used by Manufacturer, its Distributors, or its agents in any way, except as authorized by this Master Price Agreement, as amended by the applicable Participating Addendum and as approved by the Purchasing Entity. Purchasing Entity information shall not be retained in any files or otherwise by Manufacturer, its Distributors, or its agents, except as set forth in this Master Price Agreement, as amended by the applicable Participating Addendum and approved by the Purchasing Entity. Disclosure of Purchasing Entity records or information may be cause for legal action against Manufacturer, its Distributor, or its agents. Defense of any such action shall be the sole responsibility of Manufacturer.
- 16.3 **CORA Disclosure:**
To the extent not prohibited by federal law, this Master Price Agreement, its exhibits and attachments, and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

17. Litigation Reporting

Manufacturer, within ten (10) days after being served with a summons, complaint, or other pleading in a case which involves services or Goods provided or Manufacturer's performance under this Master Price Agreement or any Participating Addendum, which has been filed in any court or administrative agency, shall deliver copies of such document to the State's Principal Representative or, in absence of such designation, to the chief executive officer of the department executing this Master Price Agreement on behalf of the State.

18. Safety Notifications

- 18.1 Manufacturer shall notify the State's Principal Representative immediately, and all Purchasing Entities that have placed Orders pursuant to a Participating Addendum against this Master Price Agreement, of recall notices, warranty replacements, safety notices, or any other applicable notice regarding the Goods being sold under this Master Price Agreement or any Participating Addendum. Such notice shall be given in writing within fifteen (15) calendar days of the date the Manufacturer becomes aware of, or issues, such notices.
- 18.2 Manufacturer shall notify the State's Principal Representative and all Purchasing Entities by phone immediately of any recall, safety notice, warranty replacements, or issues regarding the Goods that relate to the safety of the Goods and/or officers. Such phone notification shall be followed by written notification from Manufacturer to the State and all Purchasing Entities within fifteen (15) calendar days of the date the Manufacturer becomes aware of, or issues, such notices. Failure to notify the State of such notices as required herein may result in the immediate cancellation of this Master Price Agreement, at the option of the State. Failure to notify a Purchasing Entity of such notices as required herein may result in the immediate cancellation of such Purchasing Entity's Participating Addendum, at the option of the Purchasing Entity.

19. Conflict of Interest.

- 19.1 During the term of this Master Price Agreement, Manufacturer shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Manufacturer's obligations under this Master Price Agreement or in any Participating Addendum.
- 19.2 Additionally, Manufacturer acknowledges that in governmental contracting, even the appearance of a conflict of interest is harmful to the interests of the State and Purchasing Entities. Thus, Manufacturer shall refrain from any practices, activities or relationships that could reasonably be considered to be in conflict with the full performance of Manufacturer's obligations to:
- (a) the State in accordance with the terms and conditions of this Master Price Agreement, without the prior written approval of the State; or
 - (b) any Purchasing Entity in accordance with the terms and conditions of this Master Price Agreement, as amended by such Purchasing Entity's Participating Addendum, without the prior written approval of such Participating Entity.
- 19.3. In the event that Manufacturer is uncertain whether the appearance of a conflict of interest may reasonably exist, Manufacturer shall submit to the State or Purchasing Entity, as applicable, a full disclosure statement setting forth the relevant details for the State's or Purchasing Entity, as applicable, consideration and direction. Failure to promptly submit a disclosure statement or to follow the State's or Purchasing Entity, as applicable, direction in regard to the apparent conflict shall be grounds for termination of the Master Price Agreement or Participating Addendum, as applicable.
- 19.4. Manufacturer, its Distributors, and any subcontractors permitted under the terms of this Master Price Agreement, shall maintain a written code of standards governing the performance of their respective employees engaged in the award and administration of contracts. No employee, officer or agent of Manufacturer, its Distributors, or any permitted subcontractor shall participate in the

selection, or in the award or administration of a Master Price Agreement, any Participating Addendum, or subcontract supported by federal, State, or local funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (a) an employee, officer or agent;
- (b) any member of the employee's immediate family;
- (c) an employee's partner; or
- (d) an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. Manufacturer's or any Distributor's or subcontractor's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Manufacturer, potential contractors, or parties to sub-agreements.

REPRESENTATIONS AND WARRANTIES

20. Warranties.

20.1 **Panel Warranty:** The bullet- or stab-resistant protective panel portion of the Goods sold under this Master Price Agreement and any Participating Addendum or Order shall be warranted by the Manufacturer for a minimum of five (5) years, from the date of delivery to the Purchasing Entity, to meet the threat level of protection at which it was found by the NIJ to comply with the NIJ 0101.06 requirements for Bullet-Resistant Body Armor and/or the NIJ Standard-0115.00, Stab Resistance of Personal Body Armor (whichever, or both if dual certified, as applicable). This warranty assumes the Good has not been subject to misuse, abuse, unauthorized repair or alteration, or damage. The bullet- or stab-resistant protective panel portion of the Goods sold under this Master Price Agreement and any Participating Addendum or Order shall be warranted by the Manufacturer to be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the Purchasing Entity. Any Good that fails to meet this warranty shall be replaced by the Manufacturer, at no cost to the Purchasing Entity.

20.2 **Carrier Warranty:** The carrier portion of the Goods sold under this Master Price Agreement and any Participating Addendum or Order shall be warranted by the Manufacturer for a minimum of one (1) year, from the date of delivery to the Purchasing Entity, to be free from defects in materials and workmanship. This warranty assumes the Good has not been subject to misuse, abuse, unauthorized repair or alteration, or damage. Any Good that fails to meet this warranty shall be replaced by the Manufacturer, at no cost to the Purchasing Entity.

20.3 **General:** All Goods furnished under this Master Price Agreement and any Participating Addendum or Order shall be new and in good working order, free from defects in materials or workmanship, installed properly and in accordance with Manufacturers' recommendations or other industry standards and will function in a failure-free manner. Manufacturer shall repair or replace, at its option, any Goods that fail to satisfy this warranty.

21. Licenses, Permits, and Responsibilities

Manufacturer certifies that, at the time of entering into this Master Price Agreement, it has currently in effect all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform the services and/or deliver the Goods covered by this Master Price Agreement. Manufacturer warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Master Price Agreement, without reimbursement by the State or other adjustment in Master Price Agreement price. Additionally, all employees of Manufacturer performing services under this Master Price Agreement shall hold the required licenses or certification, if any, to perform their responsibilities. Manufacturer, if a foreign corporation or other entity transacting business in the jurisdiction of a Purchasing Entity, further certifies that it currently has obtained and shall maintain any applicable certificate of authority to do business in

the jurisdiction of such Purchasing Entity and has designated a registered agent in the jurisdiction of such Purchasing Entity to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Manufacturer to properly perform this Master Price Agreement, any Participating Addendum or Order, shall be deemed to be a default by Manufacturer and grounds for termination of this Master Price Agreement by the State or such Participating Addendum or Order by such Purchasing Entity.

22. Tax Exempt Status

Provisions applicable to Participating States and Purchasing Entities that are exempt from federal, state, and/or local government taxes with respect to purchases or services shall be set forth in each Participating Addendum, to the extent applicable, Lead State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all state and local government sales and use taxes under CRS §§39-26-101 and 201, et seq., and the application of such exemptions shall be set forth in the Participating Addendum entered into by the Lead State.

23. Legal Authority; Jurisdiction and Venue

Manufacturer warrants that it possesses the legal authority to enter into this Master Price Agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Master Price Agreement and to bind Manufacturer to its terms and to lawfully authorize its signatory to a Participating Addendum to execute such Participating Addendum and to bind Manufacturer to its terms. Manufacturer agrees it shall submit voluntarily to the personal jurisdiction of the federal and State courts in the State of Colorado and venue in the City and County of Denver, Colorado, and to the personal jurisdiction of the courts in the Participating States. All suits or actions related to a Participating Addendum shall be filed and proceeding held in the state and venue of the Purchasing Entity to such Participating Addendum, as set forth in such Participating Addendum. The person(s) executing this Master Price Agreement on behalf of Manufacturer warrant(s) that such person(s) have full authorization to execute this Master Price Agreement and the person(s) executing a Participating Addendum on behalf of Manufacturer warrant(s) that such person(s) have full authorization to execute such Participating Addendum.

24. Compliance with Applicable Law

Manufacturer shall at all times during the term of this Master Price Agreement and all Participating Addenda strictly adhere to, and comply with, all applicable federal and Colorado state laws, and laws of Participating States, and their implementing regulations, as they currently exist and may hereafter be amended, which laws and regulations are incorporated herein by this reference as terms and conditions of this Master Price Agreement. Manufacturer also shall require compliance with such laws and regulations by its Distributors and subcontractors under any subcontracts permitted under this Master Price Agreement.

REMEDIES

25. Remedies

The State may exercise the following remedial actions if Manufacturer substantially fails to satisfy or perform the duties and obligations in this Master Price Agreement. A Purchasing Entity may exercise the following remedial actions if Manufacturer substantially fails to satisfy or perform the duties and obligations in this Master Price Agreement, as amended by the Participating Addendum of such Purchasing Entity. "Substantial failure" to satisfy duties and obligations shall be defined to mean material, insufficient, incorrect or improper performance, activities, or inaction by Manufacturer. These remedial actions are as follows:

- (a) The State and/or a Purchasing Entity may suspend Manufacturer's performance pending necessary corrective action as specified by the State or Purchasing Entity, as applicable, without Manufacturer's entitlement to adjustment in price/cost or schedule. Furthermore, at the State's option, a directive to suspend may include suspension of this entire Master Price Agreement or any particular part of this Master Price Agreement that the State determines in

good faith would not be beneficial or in the State's best interests due to Manufacturer's substantial non-performance. At the Purchasing Entity's option, a directive to suspend may include suspension of such Purchasing Entity's entire Participating Addendum or any particular part of such Participating Addendum that such Purchasing Entity determines in good faith would not be beneficial or in the Purchasing Entity's best interests due to Manufacturer's substantial non-performance. Accordingly, the State and/or Purchasing Entity, as applicable, shall not be liable to Manufacturer for costs incurred after the State and/or Purchasing Entity, as applicable, has duly notified Manufacturer of the suspension of performance under this provision, and Manufacturer shall promptly cease performance and incurring costs in accordance with the State's directive and/or Purchasing Entity's directive, as applicable;

- (b) The State and/or a Purchasing Entity may withhold payment to Manufacturer until the necessary services or Goods or corrections in performance, development or manufacture are satisfactorily completed;
- (c) The State may request the removal from work on this Master Price Agreement of employees or agents of Manufacturer identified by the State, in its reasonable judgment, as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on this Master Price Agreement the State deems to be contrary to the public interest or not in the best interests of the State;
- (d) A Purchasing Entity may request the removal from work on its Participating Addendum of employees or agents of Manufacturer identified by the State, in its reasonable judgment, as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on its Participating Addendum such Purchasing Entity deems to be contrary to the public interest or not in the best interests of such Purchasing Entity;
- (e) The State and/or a Purchasing Entity may deny payment for those services or obligations which have not been performed and/or Goods which have not been provided and which, due to circumstances caused by Manufacturer, cannot be performed, or if performed would be of no value to the State or Purchasing Entity. Denial of the amount of payment must be reasonably related to the value of work or performance lost to the State or Purchasing Entity;
- (f) The State may elect to terminate this Master Price Agreement for default; and/or
- (g) The Purchasing Entity may elect to terminate its Participating Addendum for default

The above remedies specified to the State are cumulative and the State, in its sole discretion, may exercise any or all of such remedies individually or simultaneously. These remedies shall in no way limit the remedies available to the State in other provisions of this Master Price Agreement or remedies otherwise available in equity or at law, including the UCC, all of which may be exercised by the State, at its option, in lieu of or in conjunction with the preceding measures. The above remedies specified to a Purchasing Entity are cumulative and such Purchasing Entity, in its sole discretion, may exercise any or all of such remedies individually or simultaneously. These remedies shall in no way limit the remedies available to such Purchasing Entity in other provisions of this Master Price Agreement, as amended by the Participating Addendum of such Purchasing Entity or remedies otherwise available in equity or at law, including the UCC, all of which may be exercised by such Purchasing Entity, at its option, in lieu of or in conjunction with the preceding measures. Furthermore, the reduction, delay or denial of payment under this provision shall not constitute a breach of contract or default by the State or any Purchasing Entity.

26. Termination for Convenience

- 26.1 Either Party may terminate this Master Price Agreement in whole or in part upon sixty (60) days prior written notice. The Manufacturer remains responsible for providing the reports required in this Master Price Agreement. Further, any Participating State may terminate its Participating Addendum upon 30 days written notice to Manufacturer. Any termination under this provision shall not affect the rights and obligations attending Orders outstanding at the time of termination, including any right of a Purchasing Entity to indemnification by the Manufacturer, rights of payment for Goods/services delivered and accepted, and rights attending any warranty or default in

performance in association with any Order. Upon receipt of written notice, Manufacturer shall incur no further obligations in connection with the terminated work and, on the date set in the notice of termination, Manufacturer shall stop work to the extent specified. Manufacturer also shall terminate outstanding Orders and subcontracts as they relate to the terminated work. All finished or unfinished documents, data, studies, research, surveys, drawings, maps, models, photographs, and reports or other materials prepared by Manufacturer under this Master Price Agreement shall, at the option of the State, be delivered by Manufacturer to the State and shall become the State's property. The State may direct Manufacturer to assign Manufacturer's right, title, and interest under terminated Orders or subcontracts to the State. Manufacturer shall complete and deliver to the State the work not terminated by the notice of termination and may incur obligations as are necessary to do so within the Master Price Agreement terms.

- 26.2 If this Master Price Agreement is terminated for cause, or due to the fault of the Manufacturer, the "Termination for Default/Cause" provision in Section 27 shall apply.

27. Termination for Default/Cause

- 27.1 If Manufacturer refuses or fails to perform any of the provisions of this Master Price Agreement with such diligence as will ensure its completion within the time and pursuant to the requirements and terms specified in this Master Price Agreement, the State may notify Manufacturer in writing of such non-performance. If Manufacturer fails to promptly correct such delay or non-performance within the time specified, the State may, at its option, terminate this entire Master Price Agreement or such part of this Master Price Agreement as to which there has been delay or a failure to properly perform.
- 27.2 If Manufacturer refuses or fails to perform any of the provisions of this Master Price Agreement as amended by any Participating Addendum with such diligence as will ensure its completion within the time and pursuant to the requirements and terms specified in this Master Price Agreement, as amended by such Participating Addendum, the Purchasing Entity may notify Manufacturer in writing of such non-performance. If Manufacturer fails to promptly correct such delay or non-performance within the time specified, the Purchasing Entity may, at its option, terminate its entire Participating Addendum or such part of its Participating Addendum as to which there has been delay or a failure to properly perform.
- 27.3 If terminated for cause, the State or Purchasing Entity, as applicable, shall only reimburse Manufacturer for accepted work or deliverables received up to the date of termination and final payments may be withheld.
- 27.4 In the event of termination, all finished or unfinished documents, data, studies, research surveys, reports, other materials prepared by Manufacturer, or materials owned by the State or Purchasing Entity, as applicable, in the possession of Manufacturer, at the option of the State or Purchasing Entity, as applicable, shall be returned immediately to the State or Purchasing Entity, as applicable, or retained by the State or Purchasing Entity, as applicable, as its property.
- 27.5 At the State's option, Manufacturer shall continue performance of this Master Price Agreement to the extent not terminated, if any, and shall be liable for excess costs incurred by the State in procuring from third parties replacement services or substitute goods as cover. Notwithstanding any remedial action by the State, Manufacturer also shall remain liable to the State for any damages sustained by the State by virtue of any breach by Manufacturer and the State may withhold any payment to Manufacturer for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Manufacturer is determined.
- 27.6 At the Purchasing Entity's option, Manufacturer shall continue performance of such Purchasing Entity's Participating Addendum to the extent not terminated, if any, and shall be liable for excess costs incurred by such Purchasing Entity in procuring from third parties replacement services or substitute goods as cover. Notwithstanding any remedial action by such Purchasing Entity, Manufacturer also shall remain liable to such Purchasing Entity for any damages sustained by such Purchasing Entity by virtue of any breach by Manufacturer and such Purchasing Entity may withhold any payment to Manufacturer for the purpose of mitigating such Purchasing Entity's damages, until such time as the exact amount of damages due to such Purchasing Entity from Manufacturer is determined.

- 27.7 Upon termination by the State or Purchasing Entity, as applicable, Manufacturer shall take timely, reasonable and necessary action to protect and preserve property in the possession of Manufacturer in which the State or Purchasing Entity, as applicable, has an interest. Further, the State may withhold amounts due to Manufacturer as the State deems necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods or services.
- 27.8 Any action taken by the State or Purchasing Entity, as applicable, hereunder or pursuant to section 26 shall not be cause for Manufacturer to terminate this Master Price Agreement or such Purchasing Entity's Participating Addendum for default or material breach.
- 27.9 If, after termination by the State or Purchasing Entity, as applicable, it is determined for any reason that Manufacturer was not in default or that Manufacturer's action/inaction was excusable, such termination shall be treated as a termination for convenience and the rights and obligations of the parties shall be the same as if this Master Price Agreement or such Purchasing Entity's Participating Addendum had been terminated for convenience, as described herein.
- 27.10 These remedies specified to the State shall in no way limit the remedies available to the State in other provisions of this Master Price Agreement or remedies otherwise available in equity or at law, including the UCC, all of which may be exercised by the State, at its option, in lieu of or in conjunction with the preceding measures.
- 27.11 These remedies specified to a Purchasing Entity shall in no way limit the remedies available to such Purchasing Entity in other provisions of this Master Price Agreement, as amended by the Participating Addendum of such Purchasing Entity or remedies otherwise available in equity or at law, including the UCC, all of which may be exercised by such Purchasing Entity, at its option, in lieu of or in conjunction with the preceding measures.

28. Insurance

- 28.1 During the term of this Master Price Agreement, the Manufacturer shall obtain and maintain, and shall require each Distributor to obtain and maintain or contract with a subcontractor providing services in connection with this Master Price Agreement or a Participating Addendum or Order to provide insurance requirements substantially similar to the following:
- a. Worker's Compensation Insurance as required by applicable legal requirements in the jurisdiction of the Purchasing Entity, and Employer's Liability Insurance covering all of the Manufacturer's, Distributor's or subcontractor's employees acting within the course and scope of their employment.
 - b. Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
 - i. \$1,000,000 each occurrence;
 - ii. \$10,000,000 general aggregate;
 - iii. \$10,000,000 products and completed operations aggregate; and
 - iv. \$50,000 any one fire.

If any aggregate limit is reduced below \$10,000,000 because of claims made or paid, the Manufacturer, Distributor or subcontractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the Purchasing Entity a certificate or other document satisfactory to the Purchasing Entity showing compliance with this provision.
 - c. Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.
- 28.2 The State of Colorado shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the

additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent) required of Manufacturer, any Distributor or subcontractor. Each Participating State and each Purchasing Entity shall be added as an additional insured on all Commercial General Liability and Automobile Insurance upon the execution of a Participating Addendum by Manufacturer and such Participating Entity or Authorized Purchaser.

- 28.3 Coverage required of Manufacturer, Distributor and subcontractor will be primary over any insurance or self-insurance program carried by a party to this Master Price Agreement or any Participating State or Purchasing Entity.
- 28.3 The insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Manufacturer and Manufacturer shall forward such notice to the State's Principal Representative in accordance with §33 within seven (7) days of Manufacturer's receipt of such notice.
- 28.4 The Manufacturer will require all insurance policies in any way related to the Master Price Agreement or any Participating Addendum and secured and maintained by the Manufacturer to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against Manufacturer, the State of Colorado, any Purchasing Entity, and their respective its agencies, institutions, organizations, officers, agents, employees and volunteers.
- 28.5 All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to the State.
- 28.6 The Manufacturer shall provide certificates showing insurance coverage required by this Master Price Agreement to the State within 7 business days of the effective date of the Master Price Agreement, but in no event later than the commencement of the services or delivery of the goods under the Master Price Agreement. No later than 15 days prior to the expiration date of any such coverage, the Manufacturer shall deliver to the State certificates of insurance evidencing renewals thereof. At any time during the term of this Master Price Agreement, the State may request in writing, and the Manufacturer shall thereupon within 10 days supply to the State, evidence satisfactory to the State of compliance with the provisions of this section. At the request of the designated representative identified in a Participating Addendum, Manufacturer, any Distributor and any Subcontractor providing services under such Participating Addendum shall provide to such representative certificates showing insurance coverage required under such Participating Addendum.

29. Governmental Immunity

Notwithstanding any other provision of this Master Price Agreement to the contrary, no term or condition of this Master Price Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Governmental Immunity Act, section 24-10-101, *et. seq.*, C.R.S., as amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of the Act, sections 24-10-101, *et. seq.*, C.R.S., as now or hereafter amended and the risk management statutes, sections 24-30-1501, *et seq.*, C.R.S., as now or hereafter amended.

30. Indemnification

Manufacturer shall indemnify, save, and hold harmless the State, each party to a Participating Addendum, and their respective employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Manufacturer, or its employees, agents, Distributors, subcontractors, or assignees pursuant to the terms of this Master Price Agreement and as it may be amended by a Participating Addendum.

31. State Liability Regarding Use of Agreement

The State shall have no responsibility or liability, direct or indirect, for or to a state, county, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality – or any other Purchasing Entity - which is not a government agency, department, division, unit, or other office of the State of Colorado, with respect to the use of or Goods ordered pursuant to this Master Price Agreement.

32. Force Majeure

Neither Manufacturer nor the State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this Master Price Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure." As used in this Master Price Agreement "force majeure" means: acts of God; acts of the public enemy; public health/safety emergency acts of the State or any governmental entity in its sovereign capacity; fires; floods, epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather.

MISCELLANEOUS PROVISIONS

33. Representatives

Each individual identified below is the Principal Representative of the designating Party. All notices required to be given to a Party pursuant to this Master Price Agreement shall be hand delivered with receipt required or sent by certified or registered mail to such Party's Principal Representative at the address for such Party set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent.

NOTE: The Principal Representative for the State, listed below, shall also be known as the "WSCA Contract Administrator".

For the State:

Jeff Wyld, CPPB, Purchasing Agent
State of Colorado, State Purchasing Office
633 17th Street, Suite 1520
Denver, Colorado 80202
E-Mail: jeff.wyld@state.co.us
Telephone: 303-866-6191
Fax: 303-866-6016

For Manufacturer:

Brianna Bell
Contracts Manager
13386 International Parkway,
Jacksonville, Florida 32218
E-Mail: Brianna.Bell@baesystems.com
Telephone: (904) 807-1944

34. Assignment and Successors

Manufacturer's rights and obligations under this Master Price Agreement shall be deemed to be personal and may not be transferred, assigned or subcontracted without the prior, written consent of the State. Any attempt at assignment, transfer or subcontracting without such consent shall be void, except that Manufacturer may assign the right to receive payments from the State pursuant to section 4-9-318, C.R.S. Any subcontracts, sub-contractors, or Distributors consented to by the State shall be made subject to the requirements, terms and conditions of this Master Price Agreement. Manufacturer alone shall be responsible for all subcontracting arrangements, directions and delivery of subcontracted work or Goods, and performance of any subcontracted services. Manufacturer shall require and ensure that each subcontractor shall assent in writing to all the terms and conditions of this Master Price Agreement, including an obligation of the subcontractor to indemnify the State as is required under Section 30 in this Master Price Agreement. The Parties agree that Distributors of the Manufacturer are considered subcontractors pursuant to this Master Price Agreement.

35. Third Party Beneficiaries

Except the extent that the terms and conditions of this Master Price Agreement are incorporated into any Participating Addendum and except that warranties for Goods or services in this Master Price Agreement that pass through and are enforceable by employees, agents, and representatives of the Purchasing Entities who utilize such Goods or services, (i) enforcement of this Master Price Agreement and all rights and obligations hereunder are reserved solely to the Parties and (ii) any services or benefits which third parties receive as a result of this Master Price Agreement are incidental to this Master Price Agreement, and do not create any rights for such third parties. Enforcement of any Participating Addendum or Order and all rights and obligations thereunder are reserved solely to the parties to such Participating Addendum or Order and any services or benefits which third parties receive as a result of such Participating Addendum or Order are incidental thereto and do not create any rights for third parties.

36. Severability

To the extent this Master Price Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Master Price Agreement, the terms of this Master Price Agreement are severable. Should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

37. Waiver

The waiver of any breach of a term, provision, or requirement of this Master Price Agreement, or any Participating Addendum, whether explicitly or by lack of enforcement, shall not be construed or deemed as waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision, or requirement.

38. Captions and Headings

The captions and headings in this Master Price Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions.

39. Entire Understanding

This Master Price Agreement, together with its exhibits and attachments, is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed by the Parties.

40. Survival of Certain Price Agreement Terms

Notwithstanding anything herein to the contrary, all terms and conditions of this Master Price Agreement, including but not limited to its exhibits and attachments, which may require continued performance, compliance, or effect beyond the termination date of the Master Price Agreement, shall survive such termination date and shall be enforceable by the State in the event of the Manufacturer's failure to perform or comply as required.

41. Modification and Amendment

- 41.1 This Master Price Agreement is subject to such modifications as may be required by changes in federal or Colorado state law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Master Price Agreement on the effective date of such change, as if fully set forth herein.
- 41.2 Except as specifically provided in this Master Price Agreement, no modification of this Master Price Agreement shall be effective unless agreed to in writing by both parties in a written amendment to this Master Price Agreement, properly executed and approved in accordance with Colorado State law and State Fiscal Rules.

- 41.3 Modifications of a Participating Addendum shall be governed by such Participating Addendum. Modification of an Order shall be governed by the Participating Addendum under which such Order is issued.
- 41.4 For the purpose of reducing processes requiring formal signature amendments to administer the Master Price Agreement, the following changes, additions, deletions are hereby identified as minor modifications that do not require a formal written amendment to this Master Price Agreement. The following minor modifications require written documentation supplied to the Lead State supported by an electronic modification published on the Colorado State Purchasing Office Price Agreement webpage by the Principal Representative for the State.
- A) Manufacturer Distributor/Agent list on Exhibit H is subject to revision by the State as Participating States and/or authorized Distributors are added by the Manufacturer.
 - B) As Manufacturer Manufacturer Price Sheet on Exhibit G is subject to revision by the State to:
 - a. add armor products as they become available once the required supporting documentation is received and pricing is deemed acceptable by the State;
 - b. remove discontinued products;
 - c. reflect approved price increases in accordance with Section 6 of the Master Price Agreement and
 - d. Reflect approved price decreases.

42. Binding Effect

Except as otherwise provided in Section 34, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

43. Counterparts.

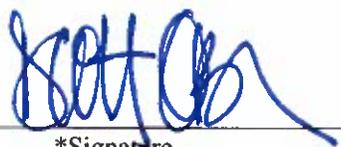
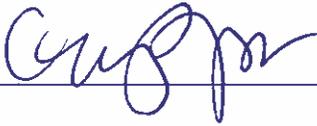
This Master Price Agreement may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

44. Independent Contractor.

Manufacturer shall perform its duties hereunder and under each Participating Addendum as an independent contractor and not as an employee. Neither Manufacturer nor any agent or employee of Manufacturer shall be deemed to be an agent or employee of any other Party to this Master Price Agreement or any other party to a Participating Addendum. Manufacturer and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through any other Party to this Master Price Agreement or party to a Participating Addendum and such Parties hereunder and parties thereunder shall not pay for or otherwise provide such coverage for Manufacturer or any of its agents or employees. Unemployment insurance benefits will be available to Manufacturer and its employees and agents only if such coverage is made available by Manufacturer or a third party. Manufacturer shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Master Price Agreement or any Participating Addendum. Manufacturer shall not have authorization, express or implied, to bind the other Parties to this Master Price Agreement or any party to a Participating Addendum to any agreement, liability or understanding, except as expressly set forth herein or therein. Manufacturer shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State's Principal Representative or the identified representative under a Participating Addendum, and (iii) be solely responsible for its acts and those of its employees and agents.

THE PARTIES HERETO HAVE EXECUTED THIS MASTER PRICE AGREEMENT

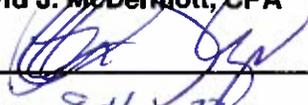
*** Persons signing for Manufacturer hereby swear and affirm that they are authorized to act on Manufacturer's behalf and acknowledge that the State is relying on their representations to that effect.**

<p>MANUFACTURER Safariland, LLC</p> <p>By: _____ Title: _____</p> <p></p> <p>_____ *Signature</p> <p>Date: <u>8/11/11</u></p>	<p>STATE OF COLORADO John W. Hickenlooper, Governor Department of Personnel and Administration Kathy Nesbitt, Executive Director</p> <p>By: _____ </p> <p>Date: <u>8.9.11</u></p>
<p>2nd Contractor Signature if Needed</p> <p>By: _____ Title: _____</p> <p>_____ *Signature</p> <p>Date: _____</p>	<p>LEGAL REVIEW John W. Suthers, Attorney General</p> <p>By: _____ Signature - Assistant Attorney General</p> <p>Date: _____</p>

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 REQUIRES THE STATE CONTROLLER TO APPROVE ALL STATE CONTRACTS. THIS MASTER PRICE AGREEMENT IS NOT VALID UNTIL SIGNED AND DATED BELOW BY THE STATE CONTROLLER OR DELEGATE. MANUFACTURER IS NOT AUTHORIZED TO BEGIN PERFORMANCE UNTIL SUCH TIME. IF MANUFACTURER BEGINS PERFORMING PRIOR THERETO, THE STATE OF COLORADO IS NOT OBLIGATED TO PAY MANUFACTURER FOR SUCH PERFORMANCE OR FOR ANY GOODS AND/OR SERVICES PROVIDED HEREUNDER.

STATE CONTROLLER
David J. McDermott, CPA

By: _____


Date: 8-11-2011

Exhibit 1
Solicitation IFB-JW-11-0002
Sections 1 through 4

Section 1: General Information for Bidding Manufacturers (Vendors)

Except as modified or supplemented in the solicitation, the following provisions supplement the BIDS Solicitation Instruction and Terms and Conditions.

1.1 BID INFORMATION AND DISTRIBUTION SYSTEM (BIDS) AND REGISTRATION

This solicitation is published using the Colorado Bid Information and Distribution System (BIDS). Bidders must be registered on BIDS in order to download solicitation documents and information and to be considered responsive at the time of bid submission. BIDS and its registration information may be linked through the State Purchasing Office link at <http://www.gssa.state.co.us>.

1.2 BACKGROUND AND CONTACT INFORMATION

The Western States Contracting Alliance, (WSCA) was formed in October 1993 and is a cooperative group contracting consortium made up of 15 Western State Purchasing Agency members. The mission of WSCA is to implement multi-state contracts to achieve cost-effective and efficient acquisition of quality products and services. WSCA provides its members (and other participant states, as able) an opportunity to collaborate and benefit from collective purchasing efforts. Apart from State agencies, higher education institutions and political subdivisions (i.e., colleges, counties, cities, etc.,) may also take advantage of the volume pricing and purchasing resources that cooperative purchasing provides when their respective State Purchasing office opts to participate.

The purpose of WSCA is to establish the means by which participating states may join together in cooperative multi-state contracting to provide uniform award pricing and practices for each participating state and to provide regular and ongoing assistance to participating states in researching, developing and administering procurement and contractual specifications and requirements. The State of Colorado, on behalf of WSCA and as an active member of NASPO, seeks qualified manufacturers capable of providing new **ballistic and stab resistant body armor** models and associated products that meet the minimum performance requirements as established in the Ballistic Resistance of Body Armor standard NIJ 0101.06 and Stab Resistance of Body Armor standard 0115.00. Acceptable products offered include those compliant products that are posted or subsequently published on the most current Compliant Products List (CPL). The CPL listings are the result of the voluntary Compliance Testing Program (CTP), that are maintained by the National Law Enforcement and Correctional Testing

Center (NLECTC), operating under the direction of the National Institute of Justice (NIJ), a US Department of Justice agency. The aforementioned lists can be found online:

<http://www.justnet.org/pages/BallisticCPL.aspx>

<http://www.justnet.org/pages/StabCPL.aspx>

This open competitive solicitation is intended to establish new price agreement awards with responsive Body Armor manufacturers having products listed under the most current NIJ-CPL standards. The resulting price agreements are intended to be made available for use by other States able to participate by means of a written participating addendum completed by authorized State Purchasing Office representatives. Said awards will be made available for use by those states- and their authorized users- by means of a signed bilateral Participating Addendum (PA) document. State authorized entities having law enforcement, security and correctional personnel may include -but are not limited to- state agencies (Corrections, State Police/Patrol, Department of Wildlife, Judicial, Parole, etc.), Institutions of Higher Education (campus police, training academies, etc.), and Political Subdivisions (municipal police, sheriff departments), etc. The PA document will allow States to adopt the terms and conditions of this solicitation and provide a means of negotiating additional state-specific terms and conditions with awarded manufacturers, as applicable. States may choose to sign a PA with one or more awarded manufacturer/vendors, or opt not to participate or use any of them.

This solicitation is published using the Colorado Bid Information and Distribution System (BIDS). Bidders must be registered on BIDS in order to download solicitation documents and information and to be considered responsive at the time of bid submission. BIDS and its registration information may be linked through the State Purchasing Office link at <http://www.gssa.state.co.us>.

Point of Contact/ Contract Administrator

The State of Colorado, Department of Personnel and Administration, State Purchasing Office has been designated by the Western State's Contracting Alliance (WSCA) as the Lead State to conduct this procurement and provide subsequent contract management. **The reference number for this Solicitation is IFB-JW-11-0002.** The WSCA Contract Administrator designated by the State of Colorado, Department of Personnel and Administration, State Purchasing Office is:

Jeff Wylde, CPPB
State of Colorado
Department of Personnel & Administration
State Purchasing Office
633 17th Street, Suite 1520
Denver, CO 80202
T 303.866.6191
F 303.866.6016
jeff.wylde@state.co.us

The State of Colorado, State Purchasing Office will be the sole point of contact for this solicitation and for administration of awards. **In order to be considered responsive to this Invitation for Bid, bidders must be a manufacturer of body armor. While interested companies may view this solicitation and/or submit a bid, only bids received directly from body armor manufacturers will be considered for award. Bids submitted by entities other than manufacturers, (i.e. distributors, dealers, partners, etc.) will be determined non-responsive and will not be considered.**

WSCA maintains a cooperative relationship with the National Association of State Purchasing Officials (NASPO). The mission of WSCA is to implement multi-state contracts to achieve cost-effective and efficient acquisition of quality products and services. In addition to Colorado, the following states have indicated an initial interest in signing participating addenda with one or more vendors, pending the outcome of this solicitation: Alaska, Arizona, Delaware, Hawaii, Idaho, Iowa, Louisiana, Maine, Minnesota, Montana, Nevada, New Hampshire, New Jersey, New Mexico, North Dakota, Oregon, South Dakota, Utah, Vermont, Washington and Wyoming. Additional states may join at a later date, if their rules allow.

In addition to required response information for this solicitation, manufacturers must provide a signed letter on Body Armor manufacturer letterhead by an authorized company officer, including the following information:

- A. A brief description of prior experience providing NIJ-CPL compliant body armor, including a sample listing of current authorized dealers / distributors in existing major sales markets.
- B. Manufacturer contact information must include a direct representative contact name, phone number(s), address, email, and available contact hours. No general numbers or mailboxes will be accepted.
- C. Body Armor manufacturers, their designated representatives or agents must expressly agree to provide immediate notification to the WSCA Contract Administrator of any recall notices, warranty replacements, or safety notices. Each participant state purchasing department being served by the manufacturer must also be notified by phone or email of any recall, or of any applicable safety notice regarding the body armor being sold, warranty replacements, or related issues that may potentially impact the safety of officers. Failure to notify the State of Colorado and participating states of such issues will result in cancellation of the award.
- D. Manufacturers must also clearly explain their warranties, return and/or replacement policies, measurement and fit protocols, sales procedures, and other applicable information pertinent to how the vendor conducts business through their sales channels.
- E. Provide a preliminary list of distributors for each participating state listed above. Include the contact name, phone number, fax number, email address,

and address for each distributor per the format shown in Exhibit E, Manufacturer/Distributor-Agent Assignment.

- F. All manufacturers shall indicate their standard delivery lead time ARO for regular orders.

1.3 GENERAL INFORMATION: Specifications listed in Section 2 (SPECIFICATIONS) are based on the most current information obtained by The State of Colorado. Bidders taking issue with any requirement or specification contained in this solicitation must notify the purchasing agent conducting this solicitation in writing during the Question and Answer period posted on BIDS, prior to the bid opening date. Failure to do so within the Q/A timeframe will render any subsequent disagreement with specifications or terms immaterial to the solicitation and/or award(s).

A. Body Armor offered must be ordered new (not used), and shall not contain re-used/remanufactured or re-purposed components. Body Armor products shall be constructed identically to the original model tested and certified by NLECTC to comply with the NIJ standards referenced in this solicitation. All materials shall be the same as reported to the NIJ in the "lists of materials of construction of each component of model." Workmanship shall be first quality, with no defects that might affect performance, wear-ability, or durability of the vest. Products sold to participating states shall not be "bulk ordered" inventory, nor substantially tailored or modified "off the shelf" to fit personnel as needed, since altering products could potentially change the performance aspects originally tested under CTP. Each body armor product will be manufactured to professionally conducted measurements designed to fit a specific individual. Items are to come in original manufacturer's packaging, and include manufacturer's 5 year warranty (and any other component warranties offered). Any added costs or discounts, as applicable, must be clearly identified and accompany each product received by an ordering customer.

B. Duplicative offers by alternate "brands", including designated models offered by "partner companies" under other brand names will not be considered. Only one brand that best represents a model designation as posted on the current NIJ-CPL lists shall be considered for award. Manufacturers shall bid only one brand per model designation number listed on the NIJ-CPL that best represents their product line at the most competitive price point(s). Manufacturers may bid additional volume price discount incentives for multiple vest purchases as follows: 1-10 vests, 11-25 vests, 26 to 50, and more than 50 (per order). Manufacturer must submit product literature that contains complete technical specifications for each model priced with their bid response. Additionally, the State of Colorado reserves the right to require sample(s) for evaluation, if deemed necessary. The State of Colorado further reserves the right to make the final determination as to whether or not an offered model/brand is duplicative, and if so, which model/brand is the most advantageous to award.

C. The State of Colorado retains the right at its sole discretion to make multiple award(s), and to decide which Body Armor manufacturers best represent specific lines of designated models at the most advantageous price point(s) to the WSCA participating states.

D. Products that are shipped to ordering entities using the resulting awards shall include information that clearly identifies all item(s). Information accompanying Body Armor shall provide detail that matches the minimum requirements listed in Section 3, Specifications. Failure to identify offered products with a model number that coincides with the NIJ-CPL shall be considered non-responsive and the products offered will be eliminated from further consideration. Paperwork supplied with shipped body armor products must reference a purchase order number or other authorized transaction number and/or provide specific information if required by states participating addenda. Purchase orders and invoices will contain at a minimum: purchasing entity, order and acceptance dates, a brief description of the type of product, CPL model number and threat level, and serial number. This includes any product that is to be drop-shipped from manufacturer, via distributor, or agent. Shipments received that cannot be clearly identified may be refused and/or returned to the sender at the expense of the sender.

E. Offers must not be submitted except as noted in this solicitation. Only prices submitted on the provided bid form will be considered. Prices offered shall be inclusive of measurements, manufacture costs, shipping, handling, and any delivery or additional charges that might be incurred by an ordering entity (required to be listed separately). Additional vendor terms and conditions will be considered non-responsive and their offer will not be considered further.

F. Distributor/Agents:

Awarded manufacturers will be expected to provide listed CPL Body Armor products to states that enter into a bilateral Participating Addendum, and to designate authorized distributors or dedicated sales representatives (hereafter referred to as manufacturer "Agents"). Said Agents will be capable and responsible for providing proper measurement and satisfactory fit of armor products to State Law Enforcement (LE) and/or Department of Corrections (DOC) personnel.

G. Measurement and fit:

Each Body Armor product shall be manufactured to fit a specific individual following professional measurement. Manufacturer-authorized measurement and fit protocols shall be professionally conducted by manufacturer-designated distributors, dedicated sales representatives or agents. Body armor sample vests may be used to assist in establishing initial size and fit for individual officers, however, sample vests may not be used for final fittings. All sizing,

measurements, and final fitting shall be done at no expense to the purchasing entity. Body armor improperly fitted to an individual wearer shall be adjusted or replaced and returned to the individual within thirty days (30) by the contractor at no expense to the purchasing entity.

H. Instruction

The Manufacturers Agent shall offer instruction or provide presentations as requested by individual law enforcement and/or correctional agencies regarding the care, usage, and limitation of bullet-resistant and stab-resistant armor. Briefings to training academy classes regarding proper fit, care, and maintenance during fitting and measurement visits may also be required.

I. Designated Distributor/Agent Responsibilities

Designated Body Armor manufacturer distributors/agents will be expected to stay current with manufacturer products, pricing, and award requirements. Distributors/agents are expected to report sales in a timely fashion to the manufacturer in accordance with WSCA and the State of Colorado reporting requirements using the standard quarterly reporting format shown as Exhibit F. Individual participating states will request sales data specific to their state from reported sales data maintained centrally by WSCA. Failure to report in a timely fashion will be grounds for termination of award. Refer to Section 4.0 (Reporting) for additional information.

1.4 TERM OF THE CONTRACT

The contract awarded will be for an initial term beginning upon final signature execution of an agreement(s) through May 31, 2013, with option to renew award(s) for three (3) additional one-year renewals, at the discretion of the State of Colorado.

1.5 NUMBER OF AWARDS

The State of Colorado intends to make award(s) to responsive manufacturers capable of fulfilling the anticipated Body Armor needs for participating state ordering entities. However, should the State of Colorado determine at any time during the term of the resulting contract(s) that the number of awarded manufacturers is not adequate to properly fill these needs the State of Colorado reserves the right to re-issue a solicitation and make additional awards as necessary. If the solicitation is re-issued, bidders who have contracts in good standing will not be required to respond.

1.6 BID SUBMISSION

Manufacturers will be responsible for submitting responses to this solicitation as directed, and will also be required to identify authorized distributors or agents for each participating state that enters into a PA with the manufacturer. Individual distributor responses are not desired and will not be considered in lieu of bids received from

manufacturers. A single sealed bid response from CPL listed Body Armor manufacturers via their authorized company representative, including cover page complete with original signature, must be received no later than (**May 5, 2011 at 1:30pm MDT**) at the **State Of Colorado, Department of Personnel and Administration, 633 17th Street, Suite 1520, Denver, Colorado 80202** and at that time publicly opened. Vendor must be registered on the Colorado BIDS system by the due date and time of the Bid opening to be considered eligible for award. All bids must be sealed and the outside envelope or package marked with the IFB number, date and time of bid opening. **Faxed, telephone, or electronic bids are not acceptable and will not be considered.** Bidder will assume full responsibility for any costs related to this bid including travel, express delivery, parcel post, packing, cartage, insurance, license fee permits or cost of bonds (as applicable). Late bids will not be accepted. Bidders are solely responsible for ensuring that the method used for delivery of their bid will successfully meet the required deadline.

During the solicitation process, all official communication to Bidders will be conducted via notices posted on Colorado's *BIDS* system. Said notices may include- but are not limited to- modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and announcement of the apparent awarded bidder(s). ***It is the sole responsibility of Bidders to monitor BIDS carefully and regularly for any/all such notices.***

All questions regarding this bid are to be emailed to jeff.wylde@state.co.us; questions will not be answered by telephone or communication means other than by written queries, with answers posted by means of a Q/A document format. Answers to questions received by the posted deadline will be posted on BIDS. No questions will be accepted after: (April 20, 2011 at 1:30pm MDT)

1.7 BIDDER RESPONSE

In response to the bid, Bidders must provide the following information:

- a. Company documentation providing historical evidence of business experience manufacturing Body Armor products. Include business cards, telephone directory listing, or other documentary evidence showing the existence of the business. This shall also include all related historical experience of the principal personnel involved in the body armor industry for a minimum period of three years prior to bid submission (see Bidder Qualifications below).
- b. Proof of Insurance coverage as outlined in this solicitation in accordance with State of Colorado Standard Bids Terms and Conditions. Awarded bidders must submit a certificate of insurance within 10 business days of award that specifically notes as additional insured the State of Colorado and its authorized Agencies, Institutions of Higher Education, and Political Subdivisions utilizing the awarded WSCA Body Armor price agreement; this will also extend to include other States and their authorized users through written WSCA Participating Addendum.

- c. ALL bid responses must include the following items in addition to the SIGNED Cover Sheet.
1. A summary letter (not to exceed 5 pages) on manufacturer's letterhead, summarizing required information, experience, etc., (refer to #6 below, Bidder Qualifications)
 2. A completed checklist initialed and signed by an authorized representative (officer) of the bidding manufacturer.
 3. Proof of insurance, as specified.
 4. Completed Pricing Response sheet
 5. Body Armor required NIJ-CTP information (per offered model)
 6. Bidder Qualifications:

Manufacturers submitting a response to this IFB are solely responsible for providing all the information required and stated herein:

i. Company certifications and affiliations:

Bidding vendors must submit the following documents with their response:

- a. Affiliation letters from manufacturers that identify major supplier or manufacturing relationships for each supplier on Body Armor manufacturer's/ supplier's letterhead.
- b. NIJ / NLECTC letter of compliance for model being bid.
- c. Sample NIJ labels for model being bid.
- d. Manufacturer's warranty on manufacturer's letterhead.
- e. Manufacturer's proof of product liability insurance certificate in the amount as stated in the specifications.

ii. Company experience:

All bidding Manufacturer/vendors must submit a brief summary of their business with their response (summary not to exceed 3 pages), providing an historical account of their experience in the business of manufacturing Body Armor; include an organizational chart, and the following information:

- a. A statement relating the historical development of the manufacturer's organization, which demonstrates that the bidder has continuously, for at least three (3) years, provided similar

- sales, distribution and related services as indicated in this IFB. If there have been mergers, sales, or acquisition of assets in whole or in part, these are to be clearly noted.
- b. Bidders must identify the location of the primary administrative office(s) from which services will be managed and performed.
 - c. A list providing pertinent background experience, qualifications, and technical expertise of all key personnel (except administrative ordering or manufacturing support staff) to be assigned direct management and/or oversight responsibility under an awarded Contract. At least two (2) references are required.
 - d. The bidding manufacturer must designate a primary point of contact who will be responsible to manage all aspects of the awarded Contract. This Contract Manager shall be responsible for oversight, management, reporting and issues relative to the performance of services, and act as the contact person for the receipt of all correspondence and notices. The Contract Manger will keep the DPA/SPO advised of any/all changes relative to the award, including but not limited to products, NIJ notices and certificates, pricing, personnel changes, distributor information updates, etc.
- iii. Financial and Legal Disclosures: including bankruptcy, litigation, and contractual default. The information in this section will be treated as confidential and not privy to open record requests. Only submitted financial and legal action information may be submitted as confidential. The entire bid cannot be treated as confidential, so it is incumbent on manufacturers to identify and separate information out that is to be treated as such. The State reserves the right at its sole discretion and judgment to preserve or deny claims of confidentiality.

Bidding Manufacturers must submit information regarding bankruptcy, any litigation and contract defaults for performance (fulfillment or payment of orders) and a brief explanation of the outcome action or remedies to include the following:

- a. State if there is any past or pending legal actions, filed against or by the corporation or any principal thereof, including contract defaults, litigation and/or bankruptcy. Also describe all relevant business changes during the past 3 years (the past defined here as being since June 2008), including the purpose for which the business change(s) was/were initiated. This could include name or location changes, strategic business partnering agreements, sales or distribution, resource restructuring, etc.

- b. Bidding manufacturers must submit a financial statement from their company financial officer indicating that the Bidding manufacturer's company has the sound financial standing to provide the products and fulfill the requirements in this IFB. A copy of the most recent independently audited financials from a Certified Public Accountant firm is preferable.
7. Any additional requested materials or information as indicated in writing during this solicitation process. **Failure to provide required materials or information will result in the bid being deemed non-responsive; if desired information is not provided as required or upon request during clarifications period, award will not be offered.**

1.8 PRICING AND AWARD INFORMATION

Acting as lead agency and representing the Western States Contracting Alliance (WSCA), the State of Colorado Department of Personnel and Administration (DPA) through the State Purchasing Office (SPO) hereinafter identified as DPA-SPO is seeking Body Armor products from Bidders as further described in Section 2, SPECIFICATIONS. All pricing information shall be provided according to instructions contained in this solicitation to be considered responsive and considered for award.

Pricing must remain firm for the first 12 months of the contract. Thereafter, only one such increase shall be allowed in any 12-month period. This does not apply to new Body Armor models that complete NIJ 0101.06 or NIJ 0115.00 testing, are added/maintained on the NIJ- CPL, and are intended to be made available to states using WSCA price agreements. Any price increase requested shall be made in writing 30 days prior to the anticipated addition or increase. Increases shall not become effective unless and until approved by the DPA-SPO. Awarded manufacturers shall include a letter indicating the reason for any requested changes to award. Any manufacturers' changes involving but not limited to pricing increases or decreases, addition or discontinuation of products, business processes or points of contact, etc. MUST be submitted to the State of Colorado SPO by the awarded manufacturer representative, and MUST include supporting documentation as the situation requires. Any unique changes or modifications to the price agreement will be negotiated on a case-by-case basis ONLY, with final determination made by DPA-SPO.

1.9 ADDITIONAL PROCESS INFORMATION

The State of Colorado as administrative lead for the WSCA Body Armor program reserves the right to reject all bids and re-solicit at any time prior to award start date. The DPA-SPO reserves the right to cancel this solicitation in its entirety at any time without penalty. All prices or notations shall be printed in ink or preferably type written on the bid documents. Illegible bids or writing shall be deemed non-responsive and will not be evaluated. A bid with missing or inconsistent information may be considered non-responsive and

may not be evaluated. Respondents are cautioned against trying to qualify a bid by means of modifying or deviating from the posted bid format, requirements or specifications. The DPA-SPO will be the sole judge in determining the acceptability of any/all offers. The DPA-SPO also reserves the right to reject any or all bids in part or in whole and to waive technicalities as allowed in the State of Colorado Procurement Rules. The DPA-SPO reserves the right to make multiple awards from the solicitation if deemed in the best interest of the State of Colorado and WSCA to do so.

Reciprocity is mandated by statute. CRS 8-18-101 states, "When a contract for commodities or services is to be awarded to a bidder, a resident bidder...shall be allowed a preference against a nonresident bidder equal to the preference given or required by the state in which the nonresident bidder is a resident." The State of Colorado will apply this statute to the extent necessary for all solicitations posted on BIDS.

Evaluation and award will be made on the basis of the bid(s) found most beneficial to the State of Colorado and WSCA, based on the requirements listed above and the judgment of the DPA-SPO as to the ability and willingness of the bidder to provide quality products and associated support elements as specified herein.

Manufacturer/bidder hereby agrees to the Terms and Conditions attached in listed solicitation exhibits. Agreement to exhibits, notwithstanding any additional State specified requirements applied by means of a signed State Participating Addendum, will provide an manufacturer/ vendor an opportunity to provide awarded business to participating states. Any states choosing to enter into a Participating Addendum with an awarded vendor may not dilute or reduce the effect of the State of Colorado Master Price Agreement, including its Standard Terms and Conditions, specifications, minimum processes or requirements.

Bid responses will be reviewed for completeness and appropriateness in meeting requirements as outlined in the solicitation. Manufacturer's acceptance of all requirements including agreement with terms and conditions, and their ability to provide responsive products that meet the current NIJ standards at competitive prices will be considered when evaluating bids. The State of Colorado DPA-SPO will award, in whole or part, the bidder(s) who is/are most responsive and responsible in meeting the specifications herein.

Bids are to include the attached Pricing Sheet to indicate product pricing, Exhibit G. Modifications to the Pricing Sheet or other required exhibit response formats are not acceptable.

Section 2: Performance/ Scope of Work

The State of Colorado DPA-SPO may require information of the apparent successful bidders to determine their ability to perform. The DPA-SPO reserves the right to verify such ability.

Offering manufacturers submit to the DPA-SPO that they hereby understand and agree to the requirements of the solicitation, and will provide a continuing supply and consistent quality of the goods/services offered, and that they will in good faith not default from performance by virtue of a mistake or misunderstanding.

Awarded Manufacturers shall maintain compliance with all requirements of the bid. If an awarded Manufacturer fails to perform as agreed, the DPA-SPO reserves the right to take remedial action including but not limited to a 30 day written notice to cure, followed by cancellation of the contract for cause (default). Cause is defined as failure to meet requirements of the written specifications and conditions, or to correct noted deficiencies following a notice to cure. Failure to maintain satisfactory performance after one written cure notice will be sufficient cause for cancellation of the contract. In the event of default, the DPA-SPO may re-solicit additional manufacturers at its discretion.

The vendor(s) given the award from this bid must notify the DPA-SPO of any change to vendor's name or address, product or performance issues, price changes, etc.

2.1 MANUFACTURER QUALIFICATIONS

Manufacturer/vendors must be able to demonstrate the ability to perform according to the terms of this solicitation, and are required to have experience in providing this type of service to organizations of similar size and complexity. The DPA-SPO may require additional information of the apparent successful bidder to determine their ability to perform. The required information noted in Section 1.7 must also include at least two (2) references as to size and scope of work done within the last three years.

2.2 AGREEMENT

By signature of an authorized manufacturer representative (officer, etc., who is able to bind the manufacturer to contract) the bidding manufacturer warrants that they understand and agree to the requirements including terms and conditions attached to this solicitation # IFB JW 11-0002. Furthermore, Manufacturer pledges to ensure a continuing supply and consistent quality of the requested products/support specified, and agrees that failure to perform shall be corrected or remedied within 15 calendar days, begun within 3 business days of written notification and at no additional cost to the customer. Failure to consistently meet satisfactory performance shall be addressed by a written notice to cure, and will provide sufficient cause for cancellation of the award if not promptly corrected.

If it becomes necessary for the manufacturer/ vendor to delay or cancel orders due to supply chain or other issues, or to remove any), the vendor is required to provide written notification to the ordering customer with documentation including a copy of same to the **State of Colorado, DPA-SPO, 633 17th Street, Suite 1520 Denver, CO 80202**. Depending on the circumstances of the notification, the DPA-SPO reserves the right to re-bid for additional suppliers and compliant armor products.

2.3 DELIVERY

Prices proposed will be the delivered price to any state agency or political subdivision. Unless otherwise specified by the State, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. Any portion of a full order originally shipped without transportation charges (that failed to ship with the original order, thereby becoming back-ordered) will also be shipped without transportation charges.

2.3.1 LEAD TIME:

The manufacturers designated representative shall disclose the expected date of delivery to the ordering entity at the time an order is placed. Upon failure of the manufacturer to meet the expected delivery date for an order, the ordering entity may utilize any policies or procedures it chooses in seeking to remedy the failure to deliver on time, including but not limited to specifying liquidated damages as detailed by state Participating Addendum. This is in addition to any remedies available to it by law or regulation. Reports of repeated failures by the manufacturer to meet expected delivery dates in performance of the contract may result in the state of Colorado terminating the contract for cause.

2.4 E-PROCUREMENT SOLUTION INTEGRATION

The Western States Contracting Alliance (WSCA) will be developing a "WSCA Marketplace" that will consist of enabled contract catalogs as part of an e-Procurement Solution. Individual States wishing to participate with any resulting award(s) may also develop their own state specific catalog marketplace as part of this solution or any existing solution within each respective State. Upon execution of a Master Agreement and/or implementation by a State, awarded manufacturer/vendor(s) must be registered with the "WSCA Marketplace" as well as with the individual State e-Procurement Solution (if one exists) and maintain its product/services descriptions and pricing in such a solution. In the event the "WSCA Marketplace" or an individual State's marketplace has yet to be developed, the awarded vendor(s) will be required to cooperate during the development.

The initial prices proposed in the bid response will not include costs associated with the enablement of a catalog in such a solution, however awarded vendor(s) will be obligated to cooperate with the solution provider in making their product/service

descriptions and pricing a part of the e-Procurement catalog environment. The State of Colorado and awarded vendor(s) will negotiate an equitable adjustment to pricing to account for costs associated with facilitating catalog enablement. The State of Colorado reserves the right to terminate a price agreement if terms acceptable to the State cannot be negotiated with an awarded vendor(s). Once established in the catalog environment, the awarded vendor(s) will be required to maintain current product/service descriptions and pricing, to receive electronic orders and to report agreement sales volume. The State of Colorado reserves the right to add additional responsive and responsible vendor(s).

2.5 PURCHASING PREFERENCE FOR ENVIRONMENTALLY PREFERABLE PRODUCTS

In accordance with State of Colorado Procurement Code, CRS 24-103-207.5 titled "Purchasing Preference for Environmentally Preferable Products (EPP)", bidders responding to an Invitation for Bids may seek to qualify for the preference and governmental bodies conducting this solicitation shall award a contract to a bidder who offers environmentally preferable products, subject to the Procurement Code and Rules.

Note: An end of life, chain of custody product disposal program is required of all awarded manufacturers, but is not part of the aforementioned EPP preference.

2.6 PRICE AGREEMENT, AND PURCHASE ORDER TERMS AND CONDITIONS

Awarded vendors must be willing to enter into a binding Master Price Agreement (Exhibit B) with the DPA-SPO including the State's Standard Purchase Order Terms and Conditions (Exhibit C); refer to each for specific language. Furthermore, awarded vendors must be willing to accept the basic standard WSCA Standard Contract terms and conditions (Exhibit A), and consider the addition of negotiated terms and conditions introduced by participating addenda from states interested in using their awarded price agreement.

SECTION 3: SPECIFICATIONS

Manufacturers must submit a list -not brochures- of submitted body armor by type (e.g., concealable, tactical, ballistic and stab resistant), to include model numbers and pricing, and:

- A. Brand, threat level, model number of body armor; include CTP/ CPL model number designation as tested and published.
- B. Designation for use (Concealable, Ballistic, Stab, Tactical, or Special Use). The model Name and Number must remain consistent throughout testing and award period. No changes permitted.
- C. A general description of material content of offered body armor (i.e., types of materials used, a basic description of armor product(s) makeup, including origin).

D. Adherence to the following standards (also see below):

- NIJ 0101.06 Standard - Ballistic Resistance of Personal Body Armor
- NIJ 0115.00 Standard - Stab Resistance of Personal Body Armor

Manufacturers shall include with their response a copy of the NIJ Compliance Letter and testing detail for each model of body armor submitted with their bid. (testing details shall remain segregated in the State of Colorado Purchasing Office records and treated as confidential).

Prices offered will be inclusive of all aspects and requirements of this solicitation for purposes of the resulting Master Price Agreement(s).

3.1 Standards

All manufactures submitting body armor models in response to this solicitation shall submit only body armor that meets the following standards:

- a. National Institute of Justice (NIJ) Ballistic Resistance of Armor Standard 0101.06, and (NIJ) Stab Resistance of Armor Standard 01115.00, unless and until new NIJ Standards are published and made effective.
- b. Body armor offered must be identified and listed according to the applicable NIJ threat levels on the attached pricing sheets. These levels are:

Ballistic Resistant Body Armor NIJ 0101.06

- Level IIA
- Level II
- Level IIIA

Stab Resistant Body Armor NIJ 0115.00 (includes Spike and Edged Blade)

- Protection Class Spike Level 1
- Protection Class Spike Level 2
- Protection Class Spike Level 3
- Protection Class Edged Blade Level 1
- Protection Class Edged Blade Level 2
- Protection Class Edged Blade Level 3

“Dual-Purpose” Ballistic and Spike (and/or Edged Blade)

- All vests offered as dual purpose must have passed NIJ CTP testing under each product type, provide documentation, and be published on both appropriate Compliant Products Lists to be responsive.

Additional NIJ-0101.06 Certified Body Armor Products (include CPL model number)

- Level III - Hard armor or plate inserts, or Flexible armor

- Level IV - Hard armor or plate inserts, or Flexible armor
- Tactical Ballistic Body Armor models offered shall include CTP test results and identify the model description number associated to it on the CPL

(Note: DPA-SPO reserves the right to add armor products as they become available once the required supporting documentation is received and pricing is deemed acceptable. DPA-SPO also reserves the right to award threat level IIA Ballistic Resistance body armor as listed on the NIJ-CPL, based on possible user demand).

- c. ISO 9001 Quality Assurance Certification (if pending, requires supporting documentation)
- d. Warranty periods specified shall begin when body armor products are delivered and accepted following inspection by customer, not when manufactured, shipped, or invoiced.
- e. All body armor models including ballistic, concealable, tactical, ballistic/stab resistant, and any other type of body armor that include the option of additional trauma or hard armor plate protection shall have the plate pocket permanently secured to the body armor carrier on three sides (both sides and the bottom).

3.2 Measurements and Fitting

All manufacturers, through designated local distributors or manufacturer representatives (agents), must be capable of providing trained personnel for the purpose of taking measurements and satisfactory fitting of armor to users. While it is not the intent to have vendors respond to locations for the purpose of fitting only one or two users, vendors may do so. The intent of having vendors respond to user's locations is geared more toward academy-sized classes, large department orders, or where a designated local distributor cannot otherwise be established to represent the manufacturer.

All measurements must be made according to manufacturer stated standards and take into account all clearances of panels and duty belts as suggested in the NIJ Selection and Application Guide to Buying Body Armor (as updated). Armor sizes are to be per Compliance Testing Program standards listed on the NIJ Compliant Products List. Female measurements must also take into account bust size (non-planar measurements) for proper fit. Ordering agency personnel shall indicate to the agents measuring armor for personnel (and on their purchase order) any special fitting considerations for standard duty gear specific to their department/ personnel, referencing published NIJ standards or guidance. In addition to the above, all concealable body armor sold shall have no

less than a two inch (2") front over back overlap on side panels. Any issues raised regarding standardized fitting requirements will be discussed with manufacturers and considered for addition to resulting awards as such issues arise. The DPA-SPO retains the right to decide what constitutes acceptable additions to the measurement and fitting requirements. Under no circumstance shall measurements result in vests that do not properly fit and/or provide adequate protective coverage appropriate to the size of person being fit.

All awarded manufacturers and designated distributor/agents shall provide information to requesting law enforcement agencies regarding the manufacturers recommended care and maintenance of bullet and stab resistant armor. A short briefing to purchasers and academy classes regarding care and maintenance during fitting and measurement visits is required.

3.3 Labeling

For ballistic armor labeling requirements, please reference the information contained in the "NIJ-Body Armor Compliance Testing Program Body Armor Applicant Package", sections 6.2 through 6.5, in accordance with the most current published NIJ-CPT guidance. For Stab resistant armor, labels shall conform with the requirements of section 4.4.1 of the NIJ Standard 0115.00; for "dual certified" armor, labels shall include pertinent information for both types of certified armor, Labeling requirements shall continue to conform with all current revisions, updates, or addenda to these standards. The term "Strike Face" shall be prominently printed on the ballistic panels to assist officers when returning panels to their carriers after cleaning them. The manufacturer may, at its option, include an additional catalog number for Distributor convenience, provided the number is located someplace easily found yet totally separate from the required label information. The catalogue number will not replace or substitute for the required information noted above.

Label material shall withstand normal wear and cleaning, and remain legible throughout the entire warranted life of the armor product. All body armor shall be labeled with strict adherence to any applicable laws and regulations, and follow the labeling requirements according to NIJ Standards and guidance for Ballistic resistance 0101.06, and Stab resistance 0115.00 as updated or amended. This shall include the following:

1. Name of Manufacturer and Location armor was manufactured
2. Level of Protection (must include NIJ-CPL Model Designation Number and Threat Level). The model designation number shall match all submitted pricing lists, and also match all letters of certification.
3. Identify NIJ Standard 0101.06 or 0115.00 (Dual purpose armor shall indicate both)

4. Date of completed manufacture, and Lot Number.
5. Size of panel.
6. Unique Serial Number – (**NOTE: Manufacturer and Distributor/agent must have these numbers stored in a readily accessible database record and have the ability to trace these numbers if requested.**)
7. Brand name and catalogue number must also be included; a “Property of” space for agency/ officer name (to be completed by ordering entity), also basic care and maintenance instructions.
8. All body armor must be properly identified using the labeling requirements noted to provide information that will help ordering entities to efficiently track orders, department inventory, armor warranty periods, and to maintain complete records that support specific personnel the armor was measured to fit.

3.4 Quality Control

All vendors must ensure manufacturer compliance and certification with **ISO 9001** certification program by an accredited registrar under the accreditation of the Registrar Accreditation Board (US) and the Raad Voor de Certificate (Dutch). The scope of the certification must include the Design and Manufacturing of technology advanced personal safety equipment including concealable and tactical bullet resistant body armor, custom body armor, composite armor, explosive ordinance protection, ballistic face and head protection, ballistic shields, and other police and military apparel, and narcotic identification systems. A Certificate of Accreditation, as well as the manufacturer’s quality control program, must be submitted with bid documents. The only exception to this will be pending or in-process certifications, for which the Certificate requirement will be temporarily waived, but a description of the quality control program will be included. All manufacturers who have pending certifications will notify the State of any changes immediately. The documented quality control system must be designed to insure the integrity of the manufactured products. The quality control system shall control all manufacturing process and incoming raw materials. The manufacturer must have an in-house ballistic laboratory capable of performing ballistic testing of incoming raw materials and in-process samples. Procedures for lot testing of incoming raw materials and in-process samples must be incorporated into the quality control system. At a minimum, this shall be in compliance with the NIJ Follow-up Inspection Testing (FIT) program requirements.

3.5 Recall Notices:

All awarded manufacturers will be responsible for notifying the State of Colorado SPO and participating state agencies using their Price Agreements of recall notices, warranty replacements, safety notices, or ANY applicable notice regarding the products being sold. Manufacturers must notify the State of all recalls, warranty

replacements, safety notices, etc., in writing within 30 calendar days. All awarded manufacturers will notify the State by phone or email IMMEDIATELY of any recall, safety notice, warranty replacements, or issues regarding the safety of officers. Failure to notify the State may result in the immediate cancellation of the award.

3.6 Materials and Construction: All body armor and/or body armor components shall be of high quality materials and without any manufacturing and/or product defects or imperfections. All materials shall be the same as reported to the NIJ in the "lists of materials of construction of each component of model".

3.7 Fasteners

All fasteners, including hook and pile (Velcro), non-directional snaps, webbing, side release buckles, fastex buckles, and zippers, shall be high quality and of a color similar to the carrier. Snaps shall be a non-directional type.

3.8 Unacceptable Materials

According to the NIJ's Report to the Attorney General on Body Armor Safety Initiative Testing and Activities dated August 24, 2005, "Ballistic resistant material, including Zylon®, can degrade, thus reducing the ballistic resistant safety margin that manufactures build into their armor designs." Therefore, body armor made with Zylon or other materials found through NIJ published test results to be of inferior quality or unable to pass CTP testing requirements are considered unacceptable to the State.

3.9 Origin of Materials

All manufacturers shall disclose in writing those materials used in the construction of any armor if the origin of the materials is outside of the United States.

3.10 CERTIFICATION

All models shall comply with the current National Institute of Justice (NIJ) Standards for Body Armor. The current Standards at the time of this publication are the NIJ 0101.06 Bullet-Resistance Body Armor and 0115.00 Stab Resistance of Body Armor. Any changes or modifications to these Standards will become effective when adopted and published by the NIJ.

Each manufacturer shall demonstrate (using an NIJ Compliance Letter) that all offered body armor models have passed all ballistic or stab resistance testing protocols in accordance with the NIJ 0101.06 and/or NIJ 0115.00 body armor CTP standards. This must include all current revisions, updates, and addenda as published.

3.11 PROFESSIONAL FITTING:

Body armor is to be professionally fitted to each individual wearer by the successful bidder or their representatives. Personnel certified by the manufacture and verified by authorized body armor instructors shall conduct professional fitting. Law Enforcement or correctional personnel shall be fitted in standing and sitting positions while wearing their duty uniform and equipment belt. Each individual fitting shall be conducted using proper measuring implements.

A body armor sample may be used as a model to assist fitting, however it may not be used for final fitting measurement. All sizing and fittings shall be done at no expense to the participating State entity. Body armor improperly fitted to an individual wearer shall be replaced or adjusted within thirty (30) days by the manufacture at no expense to the ordering entity.

Note concerning access to Correctional Facilities: if required by a Participating State, Manufacturer representatives or agents entering onto correctional facility property for on-site armor measurements and fittings will be required to supply personal identification information to enable the agency to conduct a criminal background check prior to admittance onto the facility premises. A form similar in content to Colorado Department of Corrections Form 300-27D *Consent to Search Authorization and Guest Registration* (Attachment 1) may be used. Other states are expected to attach a similar appropriate sample document when obtaining Participating Addendum signatures from a successful bidder. Admittance of any individual shall always be at the discretion of the agency/facility. Additional requirements may be applied depending on participating states requirements, and the level of security required for specific locations. State Correctional facility personnel shall provide points of contact and any additional access requirements, as required and/or applicable."

3.12 Instructions

Manufacturer or their designated distributor/agent is required to provide instructions or presentations on the care, usage, and limitations of body armor.

SECTION 4: CONTRACT AND AWARD

The contract resulting from this solicitation will be a two year period contract with pricing fixed for the first year. The contract may be extended beyond the initial two years up to three (3) optional one-year renewals for a maximum of five years upon mutual agreement of the parties. The Price Agreement(s) will be permissive for the first year; however, going forward we plan on making them mandatory for the State of Colorado.

4.1 PAYMENT TERMS

The State's minimum payment terms for this bid are net 30 days. Late fees may not be charged to the State until the 46th day.

The State's Procurement Card Program (VISA or MasterCard) provides a payment system that can track all expenditures charged through the Program. With this method of payment system in place, the State of Colorado requires that all ordering entities be afforded the option to pay for their orders using the State's Procurement Card Program. This payment system gives the State a statewide database of all expenditures for official State of Colorado purchases. However, ordering entities will determine the appropriate form of payment (e.g., P-Card, warrant, or check).

The State cannot guarantee payment terms for Institutions of Higher Education or Colorado Political Subdivisions. Most Ordering Entities have remitted payment in a timely matter in the past, and bidders should confirm all payment terms with each Ordering Entity individually. Manufacturers are solely responsible for fulfillment of orders and accepting payment for products sold to various purchasing entities.

4.2 DELIVERY

The State's terms are FOB destination with freight included to destinations. All awarded vendors are expected to adhere to the ordering State agency's delivery policies.

Vendors are expected to comply with delivery instructions issued by Institutions of Higher Education and Political Subdivisions. Any changes or clarifications must be negotiated with and agreed to by the applicable Institution of Higher Education and Political Subdivision.

All manufacturers shall indicate the standard delivery date for regular orders. Manufacturers or Distributors must disclose delivery date to ordering entity at time order is placed.

Vendor is required to notify the ordering agency as soon as they become aware of any problems / delays regarding the delivery of body armor.

4.3 SERVICE

If the winning vendor fails to perform, the State reserves the right to take remedial action, including canceling the award (with 10-day written notice) for cause (default). Cause is defined as failure to meet requirements of the within specifications and conditions or correct deficiencies upon receipt of notice. Failure to maintain satisfactory performance after notice may be sufficient cause for immediate cancellation of the award. All ordering entities will be treated equally.

4.4 TERMS AND CONDITIONS / VENDOR FORMS

The State of Colorado Solicitation Instructions and Terms and Conditions linked through the BIDS Solicitation Page govern except as modified or supplemented in these instructions. Bidders must review and agree to these and the attached State of Colorado PA Solicitation Terms and Conditions.

In the event the bidding manufacturer's forms (or parts thereof) are included as attachment(s) to any response, Price Agreement or any purchase order against the Price Agreement, the bidder agrees that, in the event of inconsistencies or contradictions, the terms and conditions of the solicitation document shall supersede and control over those contained in the bidder's form(s) regardless of any statement to the contrary in a bidder form(s). Unless otherwise specifically agreed to in the terms of the resulting purchase order or contract, vendor terms governing choice of law, venue, disclaimer of warranties, limitation of liability and damages, or indemnification are of no effect.

4.5 INSURANCE REQUIREMENTS

The awarded manufacturer(s), and only the manufacturer(s), shall submit proof of product liability insurance as stated in the State of Colorado Master Price Agreement Terms and Conditions. The Awarded Contractor and Approved Distributor will agree to carry all insurance, which may be required by federal and state laws, state and city ordinances, charters, regulations, and codes. Concurrent with the execution of the contract for services the Awarded Contractor and Approved Distributor will furnish the state the following certificates of insurance within ten (10) days upon award and within ten (10) days upon request. An insurance company authorized by the Insurance Board to transact business in the State of Colorado shall issue certificates. All certificates shall be subject to the approval of DPA Risk Management. The Awarded Contractor and Approved Distributor shall name the State of Colorado as additional insured on all insurance policies. No policy shall expire, be canceled or materially changed to effect coverage available to the State without thirty (30) days written notice to the State.

Liability insurance: a certificate of insurance evidencing insurance coverage for general liability including contractual liability, written on a comprehensive form with coverage for personal injury and a limit of liability in accordance with standard BIDS Terms and Conditions.

4.6 PRICE GUARANTEE PERIOD

Pricing shall be considered firm for the first 12 months of the contract and no change in the Manufacturers Price List will be accepted during that time. Thereafter, only one increase will be allowed in any 12-month period. Any price

increase requested shall be made in writing 30 days prior to the anticipated increase. Increases shall become effective once approved by the State. Documentation shall be supplied with the manufacturer's increase request that will verify that the requested price increase is general in scope and not applicable just to this multi-state price agreement.

No volume against the resulting agreement is guaranteed by the State. Orders placed prior to the effective date of the price adjustment will be honored at the old contract price.

4.7 REPORTING

Volume Reporting for Body Armor sales (Exhibit F) shall be submitted electronically to:

WSCA Program Manager
201 East Main Street, Suite 1405
Lexington, KY 40507
Phone: (859) 514-9159
Fax: (859) 514-9166
Attn: Lee Ann Pope
Email: lpope@AMRms.com

Electronic reporting of same will also be sent to the lead State Purchasing Agent as follows:

Colorado State Purchasing Office
Attn: Jeff Wylde, CPPB
Email: jeff.wylde@state.co.us

Reports must be submitted quarterly for cumulative sales under this bid. The report format shall be Microsoft Excel and will include the information as indicated on the attached Exhibit F. Failure to submit reports may result in suspension of price agreement until reports are completed and received. Reports must be submitted quarterly as follows:

Quarterly Reporting Schedule	Due Dates
July through September	October 15
October through December	January 15
January through March	April 15
April through June	July 15

The State of Colorado also requires awarded vendors to provide an "Annual Summary Report" of activity that shall include the following data: agency (customer) name, armor style, threat level, product order number, serial number, amount of product purchased, and date issued. The Report will be due at State of Colorado July 15th, 2 weeks after end of each fiscal year.

The contractor shall also provide detailed reports to any state agency requesting usage for their agency against this state price agreement if requested directly. Otherwise, States Purchasing Departments will gather sales data specific to their respective state from WSCA or by request from the Lead State,

4.8 ADMINISTRATIVE FEES

By agreement of the WSCA directors, NO administrative fee is included in the offered price of commodities on the Body Armor contracts.

If a Participating State has a required administrative fee, that fee will be added to the cost of the products on the Body Armor contracts within that state. These state administrative fees must be added when a state executes its Participating Addendum.

4.9 RETURNS AND REPLACEMENTS

4.9.1 Defective and Replacement Armor Products: the awarded manufacturer shall replace any defective and/or inferior quality body armor immediately upon an ordering agency's request in accordance with offered warranty. The manufacturer will provide a "defective products policy", explaining the required documentation, anticipated timeline and protocols relative to product returns, and clarify what is and what is not covered under vendor warranty. Costs resulting from any defective body armor returns and/or replacements shall be at the bidder's/supplier's expense. The replacement body armor shall be identical to the body armor, which it replaces.

4.9.2 Body Armor panels or carriers that are compromised due to incident involvement shall be the responsibility of the ordering entity to replace. Manufacturers are responsible for replacement of body armor products consistent with the terms of their offered warranties.

4.9.3 Declared warranty periods shall begin when armor is issued.

4.10 Body Armor Recycling / Disposal

Manufacturers are to provide an overview of their established recycling and/or disposal program, and to provide written instructions on how to use their program to all participating state users of the price agreement(s).

Exhibit A
WSCA Terms and Conditions

Standard Contract Terms and Conditions
Western States Contracting Alliance
Body Armor products - Invitation for Bids

PARTICIPANTS: The Western States Contracting Alliance (herein WSCA) is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.). In addition to Colorado, the states of Alaska, Arizona, Delaware, Hawaii, Idaho, Iowa, Louisiana, Maine, Minnesota, Montana, Nevada, New Hampshire, New Jersey, New Mexico, North Dakota, Oregon, South Dakota, Utah, Vermont, Washington, and Wyoming have expressed initial interest in utilizing the resulting cooperative price agreement(s). Other states and their political subdivisions are also eligible to participate in WSCA contracts via NASPO. Obligations under this contract are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.

QUANTITY ESTIMATES: WSCA does not guarantee to purchase any amount under the contract(s) to be awarded. States indicated have shown initial interest in utilizing the resulting Body Armor award(s) and are not exclusive to those states, but are for the purposes of representing initial interest for manufacturers to consider when submitting bids, and are not to be construed as a guarantee of any amount of purchase.

SPECIFICATIONS: Any deviation from specifications must be clearly indicated by offeror, otherwise, it will be considered that the bid is in strict compliance with specified requirements. When BRAND NAMES or manufacturers' numbers are stated in the specifications they are intended to refer to an identifiable standard only and are not restrictive unless the IFB states specifically otherwise. Offers will be considered only on makes, models or brands having responsive quality, style, workmanship and performance characteristics. Alternate proposals offering lower quality or inferior performance will not be considered.

ACCEPTANCE OR REJECTION OF OFFERS: WSCA reserves the right to accept or reject any or all offers or parts thereof, and to waive informalities therein.

SAMPLES: Generally, when required, samples will be specifically requested in the Invitation for Bids. Samples, when required, are to be furnished free of charge. Except for those samples destroyed or mutilated in testing, samples will be returned at a bidder's request, transportation collect.

CASH DISCOUNT TERMS: Offeror may quote a cash discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise.

TAXES: Offered prices shall be exclusive of state sales and federal excise taxes. Where the state government entities are not exempt from sales taxes on sales within their state, the contractor shall add the sales taxes on the billing invoice as a separate entry.

MODIFICATION OR WITHDRAWAL OF OFFERS: Offers may be modified or withdrawn prior to the time set for the opening of bids. After the time set for the opening of bids, no offer may be modified or withdrawn, unless done in response to a request for a "Best and Final Offer" from WSCA.

PATENTS, COPYRIGHTS, ETC.: The Contractor shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

AWARD: WSCA may award multiple contracts as the result of this solicitation. Awards shall be made to the responsible bidder(s) whose bid is determined to be the most advantageous to WSCA, taking into consideration price and the other evaluation factors set forth in the IFB.

NON-COLLUSION: By signing the proposal the offeror certifies that the offer submitted has been arrived at independently, and has been submitted without collusion with, or without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Invitation for Bids, designed to limit independent bidding or competition.

CANCELLATION: Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this bid may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.

DEFAULT AND REMEDIES: Any of the following events shall constitute cause for WSCA to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract WSCA shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages; 4. Suspend contractor from receiving future proposal solicitations.

LAWS AND REGULATIONS: Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

CONFLICT OF TERMS: In the event of any conflict between these standard terms and conditions and any special terms and conditions which follow; the special terms and conditions shall govern.

REPORTS: The contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each agency.

HOLD HARMLESS: The contractor shall release, protect, indemnify and hold WSCA and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

ORDER NUMBERS: Contract order, Price agreement number, and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

GOVERNING LAW: This procurement and the resulting agreement(s) shall be governed by and construed in accordance with the laws of the state sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of an Participating Addendum shall be in the Purchasing Entity's State.

DELIVERY: The prices offered shall be the delivered price to any Participating State agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. There are no minimum shipment amounts unless applicable to special discount terms and conditions. Any back ordered portion of an order shall be shipped without transportation charges or additional charges.

WARRANTY: As used herein "Buyer" refers to any Participating State agency or political subdivision. The manufacturer acknowledges that the Uniform Commercial Code applies to this contract. In general, the manufacturer warrants that: (a) the product will do what the manufacturer or their agent said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any *specific purposes* that the Buyer has relied on the manufacturer's skill or judgment to consider.

AMENDMENTS: The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Administrator.

ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA Contract Administrator.

NONDISCRIMINATION: The offeror agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any

employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The offeror further agrees to furnish information and reports to requesting State(s), upon request, for the purpose of determining compliance with these statutes. Offeror agrees to comply with each individual state's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations. The offeror must include this provision in every subcontract relating to purchases by participating States to ensure that subcontractors and vendors are bound by this provision.

SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

INSPECTIONS: Goods furnished under this contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, whichever is equitable under the circumstance. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

PAYMENT: Payment for completion of an contract is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card".

FORCE MAJEURE: Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. WSCA may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

HAZARDOUS CHEMICAL INFORMATION: The contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

FIRM PRICE: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of bid opening. Prices must thereafter remain firm for the full term of each extended agreement period.

EXTENSION OF PRICES: In the case of error in the extension of prices in the proposal, the unit prices will govern. The WSCA Contract Administrator reserves the right to require written clarification of pricing errors, and to make corrections as deemed appropriate.

BID PREPARATION COSTS: WSCA is not liable for any costs incurred by the offeror in bid preparation, pre-bid meetings or samples if requested.

CONFLICT OF INTEREST: The contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA participants to any officer or employee of WSCA or participating states to secure favorable treatment with respect to being awarded this contract.

INDEPENDENT CONTRACTORS: Any contractor acting as agent for, or designated as representing a manufacturer brand, shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the Participating States shall be voluntarily determined by each political subdivision. The contractor agrees to supply political subdivisions based upon the same terms, conditions and prices.

DEBARMENT: The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by WSCA.

RECORDS ADMINISTRATION: The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this contract. These records will be retained by the contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

AUDIT OF RECORDS: The contractor agrees to allow WSCA, State and Federal auditors, and state agency staff access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

ENTITY PARTICIPATION: Use of specific WSCA cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

Revision date: February 2011

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Exhibit (D)
Sample State Participating Addendum
PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE

BODY ARMOR

1. Scope

(Replace these instructions with a brief description of the jurisdiction of the governmental entity signing this addendum. For example, the jurisdiction of a state may include all state agencies, universities, public schools and political subdivisions of the state. The jurisdiction of a political subdivision such as a county generally includes all governmental entities within the county.)

2. Changes

(Replace this with state-specific changes or a statement that no changes are required.)

3. Primary Contact

The primary contact individual in the Purchasing Entity for this Participating Addendum is as follows:

Name: _____
Address: _____
Telephone: _____
Fax: _____
E-mail: _____

This Participating Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Purchasing Entity: _____
By: _____
Name: _____
Title: _____
Date: _____

Vendor: _____
By: _____
Name: _____
Title: _____
Date: _____

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Exhibit (D)
Sample State Participating Addendum
PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE

BODY ARMOR

1. Scope

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(Replace this with state-specific changes or a statement that no changes are required.)

3. Primary Contact

The primary contact individual in the Purchasing Entity for this Participating Addendum is as follows:

Name: _____
Address: _____
Telephone: _____
Fax: _____
E-mail: _____

This Participating Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Purchasing Entity: _____
By: _____
Name: _____
Title: _____
Date: _____

Vendor: _____
By: _____
Name: _____
Title: _____
Date: _____

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Exhibit (E)

**Manufacturer's Distributor-Agent Assignment
for Company:** _____

The local Distributor listed below will provide products and services as specified in the State of Colorado Price Agreement for Body Armor.

All government agencies using the Price Agreement may issue purchase orders (or other commitment documents) and remit payment to the Distributor(s) specified.

The Manufacturer will assign all performance requirements under the Price Agreement to the specified Distributors.

These products will be purchased through local distributors as listed below:

State(s) Serviced by Distributor:	
Distributor Company Name:	
Distributor Address:	
Distributor Phone (include Toll-Free, if available):	
Distributor Website:	
Distributor Contact Person(s):	
Distributor Email Address:	
Distributor FEIN:	

Signed: _____ Date: _____
(Manufacturer Representative)

Signed: _____ Date: _____
(Distributor Representative)

(Name of Distributor)

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Exhibit (G) Vendor Price List

EXHIBIT G PRICE SHEET

Manufacturer (Brand and Series)	Manufacturer Catalogue #	M, F, N	Ballistic or Stab resistant	Standard and Threat Level	MSRP (Per Each)	Additional Volume Discount from MSRP (as Applicable)				
						MSRP	1-10 vests	11-25 vests	26-50 vests	over 50 vests
Ballistic Armor	HP01	N	BA-2000S-HP01	II						
	HP01F	Female Semi-Structured	BA-2000S-HP01F	II						
	XT01	N	BA-2000S-XT01	II						
	XT01F	Female Semi-Structured	BA-2000S-XT01F	II						
	XT01	N	BA-3A00S-XT01	IIIA						
	XT01F	Female Semi-Structured	BA-3A00S-XT01F	IIIA						
	I	N	BA-2000S-SM01	II						
	IF	Structured Female	BA-2000S-SM01F	II						
	I - MAX Coverage	N	BA-2000S-SM01	II						
	I	N	BA-3A00S-SM01	IIIA						
	IF	Structured Female	BA-3A00S-SM01F	IIIA						
	I	N	BA-3A00S-SM01	IIIA						
	I - MAX Coverage	N	BA-2A00S-AM01	IIA						
	I	N	BA-2A00S-LM01	IIA						
	I - MAX Coverage	N	BA-2A00S-LM01	IIA						
	I	N	BA-2000S-AM01	II						
	I - MAX Coverage	N	BA-2000S-AM01	II						
	I	N	BA-3A00S-AM01	IIIA						
	I - MAX Coverage	N	BA-3A00S-AM01	IIIA						
	301	N	BA-2A00S-JM01	IIA						
301	N	BA-2000S-JM01	II							
301	N	BA-3A00S-JM01	IIIA							
	Structured Female	BA-2000S-SM01F	II							
	Structured Female	BA-3A00S-SM01F	IIIA							
Multi-Threat Armor		N	MS-2020S-MT21	II/2						
		N	MS-3A00S-MT01	IIIA/3						
Stab Armor		N	PS-1.0	1						
		N	PS-2.2	2						
		N	PS-3.0	3						

Exhibit (G) Vendor Price List

Item Description	Part Number	Unit	Price	Quantity	Discount	Net Price
actical Soft Armor						
ICED - SR01 Series - MOLLE	FAV-IM01-ENH-SM01	M	\$1,722.00	\$2,460.00	30% N/A	\$50.00
ICED - BR01 Series - MOLLE	FAV-MOLENH-BR01	M	\$1,525.00	\$2,180.00	30% N/A	\$50.00
ENHANCED - SM01 Series - Clean	FAV-LOWPRO-SM01	M	\$1,283.00	\$1,840.00	30% N/A	\$50.00
ENHANCED - BR01 Series - Clean	BA-3A00S-BR01	M	\$1,050.00	\$1,500.00	30% N/A	\$50.00
ENHANCED - SM01 Series - Clean	BA-3A00S-SM01	M	\$1,274.00	\$1,820.00	30% N/A	\$50.00
ENHANCED - BR01 Series - Clean	BA-3A00S-BR01	M	\$1,036.00	\$1,480.00	30% N/A	\$50.00
Series - MOLLE	BA-3A00S-SM01	M	\$1,307.00	\$1,860.00	30% N/A	\$50.00
Series - MOLLE	BA-3A00S-BR01	M	\$1,106.00	\$1,580.00	30% N/A	\$50.00
Series - MOLLE	BA-3A00S-SM01	M	\$1,442.00	\$2,060.00	30% N/A	\$50.00
Series - MOLLE	BA-3A00S-BR01	M	\$1,246.00	\$1,780.00	30% N/A	\$50.00
Series - MOLLE	BA-3A00S-SM01	M	\$1,512.00	\$2,160.00	30% N/A	\$50.00
Series - MOLLE	BA-3A00S-BR01	M	\$1,316.00	\$1,880.00	30% N/A	\$50.00
ENHANCED - SM01 Series - MOLLE	BA-3A00S-SM01	M	\$1,610.00	\$2,300.00	30% N/A	\$50.00
ENHANCED - BR01 Series - MOLLE	BA-3A00S-BR01	M	\$1,414.00	\$2,020.00	30% N/A	\$50.00
QR - SM01 Series - Snap and Velcro	BA-3A00S-SM01	M	\$1,561.00	\$2,230.00	30% N/A	\$50.00
QR - SM01 Series - MOLLE	BA-3A00S-SM01	M	\$1,693.00	\$2,390.00	30% N/A	\$50.00
QR - BR01 Series - Snap and Velcro	BA-3A00S-BR01	M	\$1,365.00	\$1,950.00	30% N/A	\$50.00
QR - BR01 Series - MOLLE	BA-3A00S-BR01	M	\$1,729.00	\$2,470.00	30% N/A	\$50.00
Series - SM01 Series - Snap and Velcro	BA-3A00S-SM01	M	\$1,736.00	\$2,480.00	30% N/A	\$50.00
Series - SM01 Series - MOLLE	BA-3A00S-SM01	M	\$1,820.00	\$2,600.00	30% N/A	\$50.00
Series - BR01 Series - Snap and Velcro	BA-3A00S-BR01	M	\$1,540.00	\$2,200.00	30% N/A	\$50.00
Series - BR01 Series - MOLLE	BA-3A00S-BR01	M	\$1,624.00	\$2,320.00	30% N/A	\$50.00
- F1™ - BR01Z Series - Snap and Velcro	RR-F1-SV-BR01Z	M	\$2,044.00	\$2,920.00	30% N/A	\$50.00
- F1™ - BR01Z Series - MOLLE	RR-F1-MOLLE-BR01Z	M	\$2,149.00	\$3,070.00	30% N/A	\$50.00
Series - Snap and Velcro	TRIMAX-SV-SM01	M	\$1,582.00	\$2,260.00	30% N/A	\$50.00
Series - MOLLE	TRIMAX-MOLLE-SM01	M	\$1,610.00	\$2,300.00	30% N/A	\$50.00
Series - Snap and Velcro	TRIMAX-SV-BR01	M	\$1,365.00	\$1,950.00	30% N/A	\$50.00
Series - MOLLE	TRIMAX-MOLLE-BR01	M	\$1,470.00	\$2,100.00	30% N/A	\$50.00
BR01Z Series - Snap and Velcro	COVER8-SV-BR01Z	M	\$1,792.00	\$2,560.00	30% N/A	\$50.00
BR01Z Series - MOLLE	COVER8-MOLLE-BR01Z	M	\$1,876.00	\$2,680.00	30% N/A	\$50.00
01 Series - Snap and Velcro	TACS-SV-SM01	M	\$1,596.00	\$2,280.00	30% N/A	\$50.00
01 Series - MOLLE	TACS-MOLLE-SM01	M	\$1,680.00	\$2,400.00	30% N/A	\$50.00
01 Series - Snap and Velcro	TACS-SV-BR01	M	\$1,400.00	\$2,000.00	30% N/A	\$50.00
01 Series - MOLLE	TACS-MOLLE-BR01	M	\$1,484.00	\$2,120.00	30% N/A	\$50.00

Exhibit (G) Vendor Price List

Visible "in conjunction" armor accessories in the area below (CPL listed armor plate inserts, etc.) offered, percentage discount off published list for optional armor products (must provide catalog price list).
 Product: category type, discount below:

Manufacturer (Brand and Surface)	Manufacturer Catalogue #	Gender (if applicable or "N/A")	NIJ - CPL Model Designation	Standard and Threat Level	ESD PROTECTIVE State Agencies (Per Embl)	MSSRP	Base Discount % From MSSRP	1-10 units	11-25 units	26-50 units	over 50 units
Tactical Hard Armor											
CH Model 2120-1, Ceramic/Polyethylene 10" x 12" Multi-Curve 45 Cut	1011410	N/A	150-5	III	\$486.20	\$715.00	12% N/A	\$20.00	\$40.00	\$50.00	
CH Model 2113MC-3, Polyethylene 10" x 12" Multi-Curve 45 Cut	1011418	N/A	113MC-3	III	\$727.60	\$1,070.00	12% N/A	\$20.00	\$40.00	\$50.00	
CH Model 2220-1, Ceramic/Aramid 10" x 12" Multi-Curve 45 Cut	1009461	N/A	2220-1	IV	\$363.80	\$535.00	12% N/A	\$10.00	\$20.00	\$25.00	
CH Model KA-BRO1 ICM BA-3A0MS-BRO1, Ceramic/Fiberglass Inclusion BRO1 plate	1149911	N/A	KA-BRO1 ICM BA-3A0MS-BRO1	III/IV ICM BRO1	\$244.80	\$360.00	12% N/A	\$10.00	\$20.00	\$25.00	

Generalizable Accessories

EXTERNAL CARRIERS

- IIAJ
- IIAJ-Polyureth
- IIAJ FFP
- IIAJ-Polyureth FFP

INTERNAL CARRIERS

- IIPI
- XLBB
- dash
- disc Clean
- disc MOLLE
- disc Padlock
- Julor Carrier
- Unstructor Carrier
- CHM Carrier

CHANCE CONCEALABLE CARRIERS

CHANCE EXTERNAL CARRIERS

- IIPI
- XLBB
- dash
- disc Clean
- disc MOLLE
- disc Padlock
- Julor Carrier
- Unstructor Carrier
- SWM Carrier

Exhibit (G) Vendor Price List

Part Description	Part Number	Unit	Material	Weight	Lead Time	Price	Discount	Notes
LIST ACCESSORIES								
Insert 5" x 8"	501	N	N/A			\$112.00	30% N/A	
Insert 5" x 7"	502	N	N/A			\$105.00	30% N/A	
Insert 5" x 6"	503	N	N/A			\$336.00	30% N/A	
Insert 7" x 10"	504	N	N/A			\$238.00	30% N/A	
Insert 7" x 9"	505	N	N/A			\$252.50	30% N/A	
Insert 7" x 8"	506	N	N/A			\$98.00	30% N/A	
Insert 5" x 8"	507	N	N/A			\$94.00	30% N/A	
Insert 7" x 10"	508	N	N/A			\$400.00	30% N/A	
Insert 7" x 9"	509	N	N/A			\$168.00	30% N/A	
Insert 5" x 8"	510	N	N/A			\$182.00	30% N/A	
PLATES								
Special Threat Plate, 6" X 7"	SM01	N	N/A					
Special Threat Plate, 6" X 8"	SM02	N	N/A					
Special Threat Plate, 7" X 9"	SM03	N	N/A					
Special Threat Plate, 10" X 12"	SM04	N	N/A					
Special Threat Plate, 5" X 7"	SM05	N	N/A					
Special Threat Plate, 7" X 9"	SM06	N	N/A					
Special Threat Plate, 10" X 12"	SM07	N	N/A					
Special Threat Plate, 5" X 7"	SM08	N	N/A					
Special Threat Plate, 5" X 8"	SM09	N	N/A					
Special Threat Plate, 7" X 9"	SM10	N	N/A					
Special Threat Plate, 10" X 12"	SM11	N	N/A					
Special Threat Plate, 5" X 7"	SM12	N	N/A					
Special Threat Plate, 5" X 8"	SM13	N	N/A					
Special Threat Plate, 7" X 9"	SM14	N	N/A					
Special Threat Plate, 10" X 12"	SM15	N	N/A					
Special Threat Plate, 5" X 7"	SM16	N	N/A					
Special Threat Plate, 5" X 8"	SM17	N	N/A					
Special Threat Plate, 7" X 9"	SM18	N	N/A					
Special Threat Plate, 10" X 12"	SM19	N	N/A					
Special Threat Plate, 5" X 7"	SM20	N	N/A					
Special Threat Plate, 5" X 8"	SM21	N	N/A					
Special Threat Plate, 7" X 9"	SM22	N	N/A					
Special Threat Plate, 10" X 12"	SM23	N	N/A					
Special Threat Plate, 5" X 7"	SM24	N	N/A					
Special Threat Plate, 5" X 8"	SM25	N	N/A					
Special Threat Plate, 7" X 9"	SM26	N	N/A					
Special Threat Plate, 10" X 12"	SM27	N	N/A					
Special Threat Plate, 5" X 7"	SM28	N	N/A					
Special Threat Plate, 5" X 8"	SM29	N	N/A					
Special Threat Plate, 7" X 9"	SM30	N	N/A					
Special Threat Plate, 10" X 12"	SM31	N	N/A					
Tactical Soft Armor Accessories								
Ballistic Collar (Detachable) - SM01 Series	COLLAR-SM01	N	N/A					
Throat Protection (Detachable) - SM01 Series	THROAT-SM01	N	N/A					
Upper Arm Protection (Detachable) - SM01 Series	BICEP-SM01	N	N/A					
Groin Protection (Detachable) - SM01 Series	GROIN-SM01	N	N/A					
Enhanced Groin Protection (Detachable) - SM01 Series	ENHANCED-GROIN-SM01	N	N/A					
Ballistic Collar (Detachable) - BR01 Series	COLLAR-BR01	N	N/A					
Throat Protection (Detachable) - BR01 Series	THROAT-BR01	N	N/A					
Upper Arm Protection (Detachable) - BR01 Series	BICEP-BR01	N	N/A					
Groin Protection (Detachable) - BR01 Series	GROIN-BR01	N	N/A					
Enhanced Groin Protection (Detachable) - BR01 Series	ENHANCED-BR01	N	N/A					

Exhibit (G) Vendor Price List

Item Description	Part Number	Material	Unit	Price	Quantity	Lead Time	Notes
SECOND CHANCE CONCEALABLE CARRIERS							
APEX	APEX	M&F	N/A	N/A	N/A	N/A	N/A
SPX	SEA	M&F	N/A	N/A	N/A	N/A	N/A
APEX FRP	APEXFRP	M&F	N/A	N/A	N/A	N/A	N/A
SPA FRP	SPA FRP	M&F	N/A	N/A	N/A	N/A	N/A
Deep Cover	DEEP COVER	M&F	N/A	N/A	N/A	N/A	N/A
SECOND CHANCE EXTERNAL CARRIERS							
ECC Clean	SAF-ECC-CLEAN	M&F	N/A	N/A	N/A	N/A	N/A
ECC MOLLE	SAF-ECC-MOLLE	M&F	N/A	N/A	N/A	N/A	N/A
ECC Pocket	SAF-ECC-POCKET	M&F	N/A	N/A	N/A	N/A	N/A
ECC Tactical Clean	SAF-ECC-CLEAN-TACT	M&F	N/A	N/A	N/A	N/A	N/A
ECC Tactical MOLLE	SAF-ECC-MOLLE-TACT	M&F	N/A	N/A	N/A	N/A	N/A
ECC Tactical Pocket	SAF-ECC-POCKET-TACT	M&F	N/A	N/A	N/A	N/A	N/A
Firearms Instructor Carrier	SAF-FIREARMS-INSTR	M&F	N/A	N/A	N/A	N/A	N/A
Outdoor Quiver Carrier	SAF-QUIC	M&F	N/A	N/A	N/A	N/A	N/A
Uniform Shirt Carrier	SAF-UNI-CARRIER	M&F	N/A	N/A	N/A	N/A	N/A
SAVVY CONCEALABLE CARRIERS							
RETRO	RETRO	F	N/A	N/A	N/A	N/A	N/A
FLAIR	FLAIR-CARRIER	F	N/A	N/A	N/A	N/A	N/A
SAVVY EXTERNAL CARRIERS							
EAS MOLLE - 1,000 Denier Cordura	SAV-EAS-MOLLE-COR	F	N/A	N/A	N/A	N/A	N/A
EAS Pocket - Nylon	SAV-EAS-POCKET	F	N/A	N/A	N/A	N/A	N/A
EAS MOLLE - PolyDura	SAV-EAS-MOLLE-POLY	F	N/A	N/A	N/A	N/A	N/A
EAS Pocket - PolyDura	SAV-EAS-POCKET-POLY	F	N/A	N/A	N/A	N/A	N/A
CONCEALABLE VEST ACCESSORIES							
SPX Soft Trauma Insert 5" x 8"	SPX	N	N/A	N/A	N/A	N/A	N/A
MAP Soft Trauma Insert 5" x 7"	MAP-SX7	N	N/A	N/A	N/A	N/A	N/A
MAP Soft Trauma Insert 5" x 8"	MAP-SX8	N	N/A	N/A	N/A	N/A	N/A
MAP Soft Trauma Insert 7" x 10"	MAP-7X10	N	N/A	N/A	N/A	N/A	N/A
T-15 Titanium Trauma Insert 5" x 8"	T-15-SX8	N	N/A	N/A	N/A	N/A	N/A
T-15 Titanium Trauma Insert 7" x 10"	T-15-7X10	N	N/A	N/A	N/A	N/A	N/A
EDW Protective Panel Insert Set	EDW	N	N/A	N/A	N/A	N/A	N/A
SPECIAL THREAT PLATES							
MAPAC-HT (Handgun Threats) Special Threat Plate, 6" X 7"	1001618	N	N/A	N/A	N/A	N/A	N/A
MAPAC-HT (Handgun Threats) Special Threat Plate, 5" X 6"	1001628	N	N/A	N/A	N/A	N/A	N/A
MAPAC-HT (Handgun Threats) Special Threat Plate, 7" X 9"	1001665	N	N/A	N/A	N/A	N/A	N/A
MAPAC-HT (Handgun Threats) Special Threat Plate, 10" X 12"	1001635	N	N/A	N/A	N/A	N/A	N/A
MAPAC-MT (Multi-Threats) Special Threat Plate, 5" X 7"	1001620	N	N/A	N/A	N/A	N/A	N/A
MAPAC-MT (Multi-Threats) Special Threat Plate, 5" X 8"	1001632	N	N/A	N/A	N/A	N/A	N/A
MAPAC-MT (Multi-Threats) Special Threat Plate, 5" X 9"	1001668	N	N/A	N/A	N/A	N/A	N/A
MAPAC-MT (Multi-Threats) Special Threat Plate, 10" X 12"	1001638	N	N/A	N/A	N/A	N/A	N/A
MAPAC-CT (Concealable Threats) Special Threat Plate, 5" X 7"	1001619	N	N/A	N/A	N/A	N/A	N/A
MAPAC-CT (Concealable Threats) Special Threat Plate, 5" X 8"	1001630	N	N/A	N/A	N/A	N/A	N/A
MAPAC-CT (Concealable Threats) Special Threat Plate, 7" X 9"	1001667	N	N/A	N/A	N/A	N/A	N/A
MAPAC-CT (Concealable Threats) Special Threat Plate, 10" X 12"	1001637	N	N/A	N/A	N/A	N/A	N/A
MAPAC-RT (Rifle Threats) Special Threat Plate, 5" X 7"	1001621	N	N/A	N/A	N/A	N/A	N/A
MAPAC-RT (Rifle Threats) Special Threat Plate, 5" X 8"	1001633	N	N/A	N/A	N/A	N/A	N/A
MAPAC-RT (Rifle Threats) Special Threat Plate, 5" X 9"	1001669	N	N/A	N/A	N/A	N/A	N/A
MAPAC-RT Plus Special Threat Plate, 5" X 7"	1083628	N	N/A	N/A	N/A	N/A	N/A
MAPAC-RT Plus Special Threat Plate, 5" X 8"	1083629	N	N/A	N/A	N/A	N/A	N/A
MAPAC-RT Plus Special Threat Plate, 7" X 9"	1083630	N	N/A	N/A	N/A	N/A	N/A
MAPAC-RT Plus Special Threat Plate, 10" X 12"	1083631	N	N/A	N/A	N/A	N/A	N/A

Exhibit (G) Vendor Price List

Tactical Soft Armor Accessories										
PROTECH Ballistic Collar - SM01 Series	COLLAR-SM01	N	N/A	N/A	N/A	\$110.00	\$160.00	31%	N/A	\$5.00
PROTECH Ballistic Trench - SM01 Series	THROAT-SM01	N	N/A	N/A	N/A	\$105.00	\$150.00	30%	N/A	\$5.00
PROTECH Ballistic Upper Arm Protection - SM01 Series	BRCEP-SM01	M	N/A	N/A	N/A	\$335.00	\$480.00	30%	N/A	\$15.00
PROTECH Standard Grain Protection - SM01 Series	GROAL-SM01	N	N/A	N/A	N/A	\$235.00	\$340.00	31%	N/A	\$10.00
PROTECH Enhanced Grain Protection - SM01 Series	ENHGRON-SM01	N	N/A	N/A	N/A	\$265.00	\$375.00	31%	N/A	\$10.00
PROTECH Ballistic Collar - BR01 Series	COLLAR-BR01	N	N/A	N/A	N/A	\$100.00	\$140.00	29%	N/A	\$3.00
PROTECH Ballistic Throat - BR01 Series	THROAT-BR01	N	N/A	N/A	N/A	\$95.00	\$135.00	30%	N/A	\$3.00
PROTECH Ballistic Upper Arm Protection - BR01 Series	BRCEP-BR01	N	N/A	N/A	N/A	\$280.00	\$400.00	30%	N/A	\$10.00
PROTECH Standard Grain Protection - BR01 Series	GROAL-BR01	N	N/A	N/A	N/A	\$170.00	\$240.00	29%	N/A	\$10.00
PROTECH Enhanced Grain Protection - BR01 Series	ENHGRON-BR01	N	N/A	N/A	N/A	\$180.00	\$260.00	31%	N/A	\$10.00
PROTECH FAV™ MKII ENHANCED & TITAN™ ASSAULT ENHANCED Accessories										
PROTECH A-PEC Side Chest Protection - SM01 Series	A-PEC-SM01	M	N/A	N/A	N/A	\$305.00	\$520.00	30%	N/A	\$15.00
PROTECH A-PEC Side Chest Protection - BR01 Series	A-PEC-BR01	M	N/A	N/A	N/A	\$285.00	\$410.00	30%	N/A	\$10.00
PROTECH Spacer-Mesh™ Inserts	SPACER-MESH	N	N/A	N/A	N/A	\$65.00	\$135.00	30%	N/A	\$5.00

Exhibit H

**Distributors for Body Armor, State-by-State
Company
Manufacturer Information**

Manufacturer Name Safariland, LLC

Address: 13386 International Parkway, Jacksonville, FL 32218

COMPANY WEBSITE: <http://www.safariland.com>

Primary Contact: Brianna Bell

PHONE: 904-807-1944

E-MAIL: brianna.bell@baesystems.com

MANUFACTURER FEIN: 59-2044869

NOTES:

**CONTACT THE AGENTS BELOW FOR MEASURING/FITTING & TO PLACE ORDERS
LOCALLY.**

ALASKA

Distributor/ Agent: Northern Security Supply

Address: 4147 Old Seward Highway, Anchorage, AK 99503

CONTACT PERSON: Daniel Rush

E-MAIL: nnsupply@acsalaska.net

PHONE: (local) / (toll-free) : 907-561-5602

DISTRIBUTOR/AGENT WEBSITE:

DISTRIBUTOR/AGENT FEIN:

Exhibit H

ARIZONA

Distributor/ Agent : Ace Uniforms

Address: 633 16th Street, San Diego, CA 92101

CONTACT PERSON: Marc Stein

E-MAIL: aceunif@aol.com

PHONE: (local) / (toll-free): 619-233-0227

DISTRIBUTOR/AGENT WEBSITE: <http://www.aceuniforms.com/>

DISTRIBUTOR/AGENT FEIN:

Distributor/ Agent: Pima Uniforms

Address: 3760 S. Park Ave, Suite C, Tucson, AZ 85713

CONTACT PERSON: Andy Kunsberg

E-MAIL: akunsberg@fehheimer.com

PHONE: (local) / (toll-free): 520-882-0460

DISTRIBUTOR/AGENT WEBSITE: <http://www.pimauniform.com/>

DISTRIBUTOR/AGENT FEIN:

Distributor/ Agent: Proforce Marketing Inc.

Address: 3009 North Highway 89, Prescott, AZ 86301

CONTACT PERSON: Mike Massimo

E-MAIL: mikem@proforceonline.com

PHONE: (local) / (toll-free): 928-445-3468 / 800-367-5855

DISTRIBUTOR/AGENT WEBSITE: <http://www.proforceonline.com/>

DISTRIBUTOR/AGENT FEIN:

Exhibit H

COLORADO

Distributor/ Agent: Neve's Uniforms Inc.

Address: 525 E. Fountain Blvd #130, Colorado Springs, CO 80903

CONTACT PERSON: Robert Young

E-MAIL: ryoung@nevesuniforms.com

PHONE: (local) / (toll-free): 719-636-5134 / 877-825-3338

DISTRIBUTOR/AGENT WEBSITE: <http://www.nevesuniforms.com/>

DISTRIBUTOR/AGENT FEIN: 840816655

Distributor/ Agent: Adamson Police Products

Address: 3763 Imperial Street, Unit A, Fredrick, CO 80516

CONTACT PERSON: John Rogers

E-MAIL: jrogers@adamsonpoliceproducts.com

PHONE: (local) / (toll-free): 877-833-4699 / 800-777-5211

DISTRIBUTOR/AGENT WEBSITE: <http://www.policeproducts.com/>

DISTRIBUTOR/AGENT FEIN:

Distributor/ Agent: Proforce Marketing Inc.

Address: 3009 North Highway 89, Prescott, AZ 86301

CONTACT PERSON: Mike Massimo

E-MAIL: mikem@proforceonline.com

PHONE: (local) / (toll-free): 928-445-3468 / 800-367-5855

DISTRIBUTOR/AGENT WEBSITE: <http://www.proforceonline.com/>

DISTRIBUTOR/AGENT FEIN:

IDAHO

Distributor/ Agent: Cop Shop Etc.

Address: 7849 W. Emerald St., Boise, ID 83704

CONTACT PERSON: Tony Aramburu

E-MAIL: taramburu@copshopetc.com

PHONE: (local) / (toll-free): 208-377-5418 / 800-441-0333

DISTRIBUTOR/AGENT WEBSITE:

<http://www.copshopetc.com/Home/tabid/583/List/0/Default.aspx>

DISTRIBUTOR/AGENT FEIN:

Exhibit H

IOWA

Distributor/ Agent: Streicher's

Address: 10911 West Highway 55, Minneapolis, MN 55441-0398

CONTACT PERSON: Jeremy Jenniges

E-MAIL: jeremyj@policehq.com

PHONE: (local) / (toll-free): 763-546-1155 / 800-367-3763

DISTRIBUTOR/AGENT WEBSITE: <http://www.policehq.com/>

DISTRIBUTOR/AGENT FEIN:

Distributor/ Agent: Ed Roehr Safety Products

Address: 2710 Locust, St. Louis, MO 63103

CONTACT PERSON: Andrew Strebler

E-MAIL: andrew@edroehrsafety.com

PHONE: (local) / (toll-free): 314-533-9344 / 800-392-8210

DISTRIBUTOR/AGENT WEBSITE: <http://www.edroehrsafety.com/>

DISTRIBUTOR/AGENT FEIN:

NEVADA

Distributor/ Agent: American Shooters Inc.

Address: 3440 South Arville, Street, Las Vegas, NV 89102

CONTACT PERSON: Ken Horn

E-MAIL: ken@americanshooters.com

PHONE: (local) / (toll-free): 702-719-5000

DISTRIBUTOR/AGENT WEBSITE: <http://www.americanshooters.com/>

DISTRIBUTOR/AGENT FEIN:

NEW MEXICO

Distributor/ Agent: Kaufman's West

Address: 1660 Eubank, N.E., Albuquerque, NM 87112

CONTACT PERSON: Nate Korn

E-MAIL: nkorn@kaufmanswest.com

PHONE: (local) / (toll-free): 505-293-2300

DISTRIBUTOR/AGENT WEBSITE: <http://www.kaufmanswest.com/>

DISTRIBUTOR/AGENT FEIN:

Exhibit H

OREGON

Distributor/ Agent: Law Enforcement Equipment Distributors

Address: 504 Main Street, Oregon City, OR 97045

CONTACT PERSON: Matt Lombard

E-MAIL: matt@leedway.com

PHONE: (local) / (toll-free): 503-656-0353

DISTRIBUTOR/AGENT WEBSITE: <http://www.leedway.com/>

DISTRIBUTOR/AGENT FEIN:

Distributor/ Agent: 911 Supply LLC

Address: 4484 River Road North, Keizeer, OR 97303

CONTACT PERSON: Richard Cummings

E-MAIL: richard@911supplyllc.com

PHONE: (local) / (toll-free): 503-393-4911 / 877-393-4911

DISTRIBUTOR/AGENT WEBSITE: <http://www.911supplyllc.com/>

DISTRIBUTOR/AGENT FEIN:

Distributor/ Agent: Shaniko Law Enforcement Supply

Address: 605 NE Savannah Drive, Ste. 4, Bend, OR 97701

CONTACT PERSON: Eric Kozowski

E-MAIL: eric@shanikosupply.com

PHONE: (local) / (toll-free): 877-632-4867

DISTRIBUTOR/AGENT WEBSITE: <http://www.shanikosupply.com/Home.html>

DISTRIBUTOR/AGENT FEIN:

Distributor/ Agent: Blumenthal Uniform Company

Address: 9047 SW Barbur Blvd

CONTACT PERSON: Greg Nebeker

E-MAIL: gregn@blumenthaluniforms.com

PHONE: (local) / (toll-free): 503-452-5055 / 888-267-9398

DISTRIBUTOR/AGENT WEBSITE: <http://www.blumenthaluniforms.com/>

DISTRIBUTOR/AGENT FEIN:

Distributor/ Agent: L.N. Curtis & Sons

Address: 629 So. Industrial Way, Seattle, WA 98108-5230

CONTACT PERSON: Michael Guertin

E-MAIL: mguertin@lncurtis.com

PHONE: (local) / (toll-free): 206-622-2875 / 800-426-6633

DISTRIBUTOR/AGENT WEBSITE: <http://www.lncurtis.com/>

DISTRIBUTOR/AGENT FEIN:

Exhibit H

NORTH DAKOTA

Distributor/ Agent: Streicher's

Address: 10911 West Highway 55, Minneapolis, MN 55441-0398

CONTACT PERSON: Jeremy Jenniges

E-MAIL: jeremyj@policehq.com

PHONE: (local) / (toll-free): 763-546-1155 / 800-367-3763

DISTRIBUTOR/AGENT WEBSITE: <http://www.policehq.com/>

DISTRIBUTOR/AGENT FEIN:

SOUTH DAKOTA

Distributor/ Agent: Streicher's

Address: 10911 West Highway 55, Minneapolis, MN 55441-0398

CONTACT PERSON: Jeremy Jenniges

E-MAIL: jeremyj@policehq.com

PHONE: (local) / (toll-free): 763-546-1155 / 800-367-3763

DISTRIBUTOR/AGENT WEBSITE: <http://www.policehq.com/>

DISTRIBUTOR/AGENT FEIN:

Distributor/ Agent: Ed Roehr Safety Products

Address: 2710 Locust, St. Louis, MO 63103

CONTACT PERSON: Andrew Strebler

E-MAIL: andrew@edroehrsafety.com

PHONE: (local) / (toll-free): 314-533-9344 / 800-392-8210

DISTRIBUTOR/AGENT WEBSITE: <http://www.edroehrsafety.com/>

DISTRIBUTOR/AGENT FEIN:

Exhibit H

UTAH

Distributor/ Agent: Skaggs Companies, Inc

Address: 3828 South Main Street, Salt Lake City, UT 84115

CONTACT PERSON: Dustin Skaggs

E-MAIL:

PHONE: (local) / (toll-free): 801-284-4708

DISTRIBUTOR/AGENT WEBSITE:

DISTRIBUTOR/AGENT FEIN:

Distributor/ Agent: Proforce Marketing Inc.

Address: 3009 North Highway 89, Prescott, AZ 86301

CONTACT PERSON: Mike Massimo

E-MAIL: mikem@proforceonline.com

PHONE: (local) / (toll-free): 928-445-3468 / 800-367-5855

DISTRIBUTOR/AGENT WEBSITE: <http://www.proforceonline.com/>

DISTRIBUTOR/AGENT FEIN:

WYOMING

Distributor/ Agent: Adamson Police Products

Address: 3763 Imperial Street, Unit A, Fredrick, CO 80516

CONTACT PERSON: John Rogers

E-MAIL: jrogers@adamsonpoliceproducts.com

PHONE: (local) / (toll-free): 877-833-4699 / 800-777-5211

DISTRIBUTOR/AGENT WEBSITE: <http://www.policeproducts.com/>

DISTRIBUTOR/AGENT FEIN:

Distributor/ Agent: Neve's Uniforms Inc.

Address: 525 E. Fountain Blvd #130, Colorado Springs, CO 80903

CONTACT PERSON: Robert Young

E-MAIL: ryoung@nevesuniforms.com

PHONE: (local) / (toll-free): 719-636-5134 / 877-825-3338

DISTRIBUTOR/AGENT WEBSITE: <http://www.nevesuniforms.com/>

DISTRIBUTOR/AGENT FEIN: 840816655

Distributor/ Agent: Proforce Marketing Inc.

Address: 3009 North Highway 89, Prescott, AZ 86301

CONTACT PERSON: Mike Massimo

E-MAIL: mikem@proforceonline.com

PHONE: (local) / (toll-free): 928-445-3468 / 800-367-5855

DISTRIBUTOR/AGENT WEBSITE: <http://www.proforceonline.com/>

Exhibit H

DELAWARE

Distributor/ Agent: Atlantic Tactical
Address: 772 Corporate Circle, New Cumberland, PA 17070

CONTACT PERSON: Sean Conville
E-MAIL: sconville@safetyleague.com
PHONE: (local) / (toll-free): 717-774-3339 / 800-781-2677
DISTRIBUTOR/AGENT WEBSITE: <http://www.atlantictactical.com/index.asp>
DISTRIBUTOR/AGENT FEIN:

NEW HAMPSHIRE

Distributor/ Agent: Riley's Sport Shop
Address: 1575 Hooksett Road, Hooksett, NH 03106
CONTACT PERSON: John Zobel
E-MAIL: rileysle@comcast.net
PHONE: (local) / (toll-free): 603-485-8717
DISTRIBUTOR/AGENT WEBSITE: <http://www.rileysguns.com/>
DISTRIBUTOR/AGENT FEIN:

NEW JERSEY

Distributor/ Agent: Atlantic Tactical
Address: 772 Corporate Circle, New Cumberland, PA 17070
CONTACT PERSON: Sean Conville
E-MAIL: sconville@safetyleague.com
PHONE: (local) / (toll-free): 717-774-3339 / 800-781-2677
DISTRIBUTOR/AGENT WEBSITE: <http://www.atlantictactical.com/index.asp>
DISTRIBUTOR/AGENT FEIN:

VERMONT

Distributor/ Agent: Riley's Sport Shop
Address: 1575 Hooksett Road, Hooksett, NH 03106
CONTACT PERSON: John Zobel
E-MAIL: rileysle@comcast.net
PHONE: (local) / (toll-free): 603-485-8717
DISTRIBUTOR/AGENT WEBSITE: <http://www.rileysguns.com/>
DISTRIBUTOR/AGENT FEIN:

Exhibit H

WASHINGTON

Distributor/ Agent: Law Enforcement Equipment

Address: 6902 Sixth Avenue, Tacoma, WA 98406

CONTACT PERSON: Doug Warner

E-MAIL: service@leedway.com

PHONE: (local) / (toll-free): 253-566-2686

DISTRIBUTOR/AGENT WEBSITE: <http://www.leedway.com/>

DISTRIBUTOR/AGENT FEIN:

Distributor/ Agent: Blumenthal Uniform Company

Address: 8610 Aurora Avenue North, Seattle, WA 98103

CONTACT PERSON: Mitch Blumenthal

E-MAIL: Mitch@blumenthaluniforms.com

PHONE: (local) / (toll-free): 206-527-5277

DISTRIBUTOR/AGENT WEBSITE: <http://www.blumenthaluniforms.com/>

DISTRIBUTOR/AGENT FEIN:

Distributor/ Agent: LN Curtis & Sons

Address: 629 S. Industrial Way, Seattle, WA 98108-5230

CONTACT PERSON: Michael Guertin

E-MAIL: mguertin@lncurtis.com

PHONE: (local) / (toll-free): 206-622-2875 / 800-426-6633

DISTRIBUTOR/AGENT WEBSITE: <http://www.lncurtis.com/>

DISTRIBUTOR/AGENT FEIN:

Distributor/ Agent: Proforce Marketing Inc.

Address: 3009 North Highway 89, Prescott, AZ 86301

CONTACT PERSON: Mike Massimo

E-MAIL: mikem@proforceonline.com

PHONE: (local) / (toll-free): 928-445-3468 / 800-367-5855

DISTRIBUTOR/AGENT WEBSITE: <http://www.proforceonline.com/>

DISTRIBUTOR/AGENT FEIN:

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**STATE OF COLORADO
DEPARTMENT OF CORRECTIONS
CONSENT TO SEARCH AUTHORIZATION AND GUEST REGISTRATION**

A. UNDER THE PROVISIONS OF COLORADO LAW, THE FOLLOWING ITEMS ARE DEEMED CONTRABAND:

**DANGEROUS INSTRUMENTS (TITLE 18, ARTICLE 8, PART 2, CRS 1973, AS AMENDED)
NARCOTIC DRUGS (TITLE 12, ARTICLE 22, PART 4, CRS 1973, AS AMENDED)
DANGEROUS DRUGS (TITLE 12, ARTICLE 22, PART 4, CRS 1973, AS AMENDED)**

B. PURSUANT TO THE AUTHORITY UNDER THE PROVISIONS OF TITLE 18, ARTICLE 8, SECTION 204, CRS. 1973, AS AMENDED, THE FOLLOWING ITEMS ARE DECLARED CONTRABAND TO THE OFFENDER POPULATION. VISITORS SHALL NOT INTRODUCE OR ATTEMPT TO INTRODUCE THESE BELOW ITEMS INTO THIS FACILITY OR ON ANY COLORADO STATE PROPERTY:

1. Any firearm, explosive device, or substance including ammunition, knife or sharpened instrument, bludgeon, projectile device, replica or facsimile of such device, instrument, material or substance which is capable of causing or inducing fear of death or bodily injury.
2. Any cigarettes or tobacco products.
3. Any combustible material such as matches, cigarette lighters and other substances including poisons and acids.
4. Any substance which is used for the purpose of inhaling or ingesting to produce an intoxicating effect, including nasal inhalers, and paraphernalia used or identified with the user of drugs and/or narcotics and/or hallucinogens.
5. Any drug or medicine in quantities other than that prescribed and authorized by a physician, and needed during the term of a visit.
6. Any hypodermic needle, syringe, parts thereof, or any other device that can be used to make injections into the body of a human being.
7. Any intoxicating beverage, and substances used for brewing or making such beverages.
8. Any key, key pattern, key replica, lock pick, or any other device that could be used to breach the security of the facility or divisions thereof, or any secured area or place therein.
9. Any tool or instrument which could be used to cut, pry, dig or file.
10. Any counterfeit or forged medium of exchange, or any molds, dies, stamping devices, or any other paraphernalia used, or capable of use to counterfeit or forge said medium of exchange or to defraud the operation of medium of exchange.
11. Any money or coin of United States currency or written instrument of value, unless authorized.
12. Any un-canceled postage stamp or implement of the United States Postal Service.
13. Any written message, item or object that is to be sent or brought to another offender of the facility.
14. Any counterfeit or forged identification card.
15. Any article, item or substance that may be viewed as detrimental or may pose a threat to the security or operations of the facility, to include but not limited to: batteries, cameras, film flashbulbs, flashlight, chewing gum, pets, plant life, or any item, article or substance that is not specifically allowed by facility procedures.

C. PENALTIES:

1. ANYONE VIOLATING SECTION A ABOVE IS GUILTY OF A FELONY AND UPON CONVICTION THEREOF, THE PUNISHMENT SHALL BE IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN TWO (2) YEARS NOR MORE THAN TEN (10) YEARS.
2. ANYONE VIOLATING SECTION B MAY BE BARRED FROM THE FACILITY AND FACILITY PROPERTY, AND MAY BE SUBJECT TO PROSECUTION.

D. DECLARATION OF CONSENT AND WAIVER

AS A CONDITION OF ENTERING THE PROPERTY OF COLORADO DEPARTMENT OF CORRECTIONS, I HEREBY CONSENT TO ANY SEARCH OF MY PERSON AND/OR ANY OF MY PERSONAL PROPERTY, OR OF THE PERSON OF ANY MINOR CHILDREN ACCOMPANYING ME OR OF ANY VEHICLE THAT I MAY BRING ON THE GROUNDS OF THIS FACILITY. I ACKNOWLEDGE THAT I HAVE THE OPPORTUNITY TO LEAVE THE FACILITY IMMEDIATELY IF I CHOOSE NOT TO GIVE THIS CONSENT TO SEARCH.

I HEREBY DECLARE THAT I HAVE READ AND UNDERSTAND, AND WILL ABIDE BY THE PROVISIONS OF THE ABOVE REGULATIONS. I UNDERSTAND THAT VIOLATION OF ANY OF THE ABOVE PROVISIONS, OR THE ENTERING OF ANY FALSE INFORMATION ON THIS FORM MAY RESULT IN MY BEING BARRED FROM OR DENIED ACCESS TO THE COLORADO DEPARTMENT OF CORRECTIONS STATE PENITENTIARY OR ANY OF ITS FACILITIES.

COMO CONDICIONES PARA ENTRAR A ESTA FACILIDAD, CONSIENTO QUE ME REGISTREN Y A PERSONAS Y MENDRES QUE ME ACOMPANE. CONSIENTO EL REGISTRO DEL VEHICULO QUE ME TRANSPORTE A ESTA FACILIDAD. TENGO LA OPPORTUNIDAD DE REHUSAR QUE ME REGISTREN Y DE ABANDONAR ESTA FACILIDAD IMMEDIATAMENTE.

DECLARO QUE HE LEIDO Y COMPRENDO, Y CONFORME CON LAS PROVISIONES DE LOS ANTES MENCIONADOS REGLAMENTOS, COMPRENDO QUE VIOLAR CUALQUIERA DE LAS PROVISIONES A FALSIFICAR INFORMACION EN ESTE DOCUMENTO PUEDE RESULTAR EN PERDER MI ACCESO A LA PENITENCIA DEL ESTADO DE COLORADO O CUALQUIERA DE SUS FACILIDADES.

SECTION I: GUEST DATA Date:	Purpose of Visit:
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SECTION II: GUEST VEHICLE DATA LICENSE #	STATE	MAKE OF CAR	MODEL	YEAR	COLOR	IF YOU WERE A PASSENGER. YOU MUST IDENTIFY THE CAR IN WHICH YOU ARRIVED

SECTION III: GUEST DATA <u>Name (Printed)</u>			
ADDRESS:	CITY:	ST:	ZIP:
DRIVERS LICENSE #:	STATE:		
OTHER ID:	OTHER ID #:		
SOCIAL SECURITY NUMBER: (Opt)	FACILITY/DESTINATION:		

**ATTACHMENT 2
SAMPLE OPTION LETTER**

Date:	Original CMS #: 34411	Option Letter #	CMS Routing # 34411
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OPTION to renew only *(for an additional term)*

In accordance with Section 41 of the Original Master Price Agreement between the State of Colorado, Department of Personnel and Administration, and Contractor's Name ("Manufacturer"), the State hereby exercises its option for an additional term beginning start date and ending on ending date according to the terms specified in Section, Schedule, Attachment, Exhibit etc.

The sentence in Section is hereby modified accordingly. The total contract term including all previous amendments, option letters, etc. is Insert New .

Effective Date. The effective date of this Option Letter is upon approval of the State Controller or , whichever is later.

STATE OF COLORADO John Hickenlooper, GOVERNOR Department of Personnel and Administration
_____ By: Name & Title of Person Signing for Agency
_____ Date:

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate. Manufacturer is not authorized to begin performance until such time. If Manufacturer begins performing prior thereto, the State of Colorado is not obligated to pay Manufacturer for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
David J. McDermott, CPA

By: _____
Department of Personnel and Administration, Office of the State Controller

Date: _____

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