

# STATE OF COLORADO



## INVITATION FOR BID COVER SHEET

<b>Date:</b>	April 12, 2011	<b>IFB Number:</b>	IFB-JW-11-0002
<b>Return all Sealed Bids to:</b>	State of Colorado Department of Personnel and Administration State Purchasing Office 633 17 <sup>th</sup> Street, Ste 1520 Denver, CO 80033	<b>Purchasing Agent:</b>	Jeff Wylde, CPPB
<b>IFB Due Date:</b>	May 5, 2011	<b>IFB Due Time:</b>	1:30 pm (MDT)

All Bids Shall be Quoted F.O.B. Destination unless Otherwise Specified

### *Body Armor products*

Per the attached specifications, terms and conditions

<b>F.E.I.N.:</b> _____	<b>Payment Terms:</b> (Minimum of Net 30) _____
<b>Delivery Date:</b> _____	
<b>Authorized Signature:</b> <small>Signature acknowledges acceptance of all terms and conditions of the solicitation.</small>	
<b>Typed/Printed Name:</b> _____	
<b>Title:</b> _____	
<b>Company Name:</b> _____	
<b>Address:</b> _____	
<b>City:</b> _____	<b>State:</b> _____ <b>Zip:</b> _____
<b>Phone Number:</b> _____	<b>Fax Number:</b> _____
<b>Contact for Clarifications:</b> _____	
<b>Title:</b> _____	
<b>Phone Number:</b> _____	<b>Fax Number:</b> _____
<b>E-mail Address:</b> _____	

**IMPORTANT:** The following information must be on the outside of the Bid Return Envelope:

#### ***Bid Number -Opening Date and Time***

Please be advised that telegraphic or electronic bids (Fax, Western Union, Telex, e-mail, etc.) cannot be accepted directly in the Purchasing Office as a sealed bid. Bidders are urged to read the solicitation document thoroughly before submitting a bid/proposal. Vendors are required to submit Federal Employer Identification Number (F.E.I.N.) prior to payment from the State of Colorado.

The State respects the environment and desires to do business with vendors who share this concern. Accordingly, the vendor who is awarded this solicitation agrees that, wherever required, all reports, catalogs, correspondence, or other submittals will be made on recycled paper and with copying on both sides of the pages. (Recycled paper meaning not less than 50% of the total weight consisting of secondary and post-consumer waste, and not less than 10% total weight consisting of post-consumer waste.)

Low Tie Bids: Low tie bids shall be decided in accordance with the provision of C.R.S., Section 24-103-202.5, as it currently exists or is hereafter amended, which gives a preference to resident bidders. Any bidder who wishes to be considered a "resident bidder" for purposes of the tie bid procedure provided in C.R.S. Section 24-103-202.5 shall include with their bid proof that he/she meets the definition of resident bidder as set forth in either C.R.S., Section 24-103-101(6)(a) or C.R.S., Section 24-103-101(6)(b).

**THIS PAGE MUST BE COMPLETED, SIGNED AND RETURN WITH RESPONSE.**

**NOTE: VENDORS SUBMITTING BIDS MUST BE REGISTERED WITH THE STATE OF COLORADO BIDS SYSTEM BY THE BIDS DUE DATE AND TIME.**

It is the intention of the State of Colorado Purchasing Office (SPO) to solicit an Invitation for Bids (IFB) on behalf of the Western States Contracting Alliance (WSCA) for purchase of Body Armor Products.

The *Invitation for Bid* cover sheet must be completed, signed, and accompany submitted bid.

Solicitation number: IFB-JW-11-0002

Opening Date and Time: May 5, 2011; Deadline/ Bid Due: 1:30 pm (MDT)

**This solicitation consists of the following information:**

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## 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.

**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](mailto: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, 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 GPL 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 17<sup>th</sup> Street, Suite 1520, Denver, Colorado 80033** 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](mailto: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 Manager 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 17<sup>th</sup> 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 one year fixed price contract. The contract may be extended beyond the first year up to two (2) optional one-year renewals for a maximum of three 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](mailto: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](mailto: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:

<b>Quarterly Reporting Schedule</b>	<b>Due Dates</b>
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 15<sup>th</sup>, 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, 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

State of Colorado Department of Personnel & Administration

State of Colorado Price Agreement Number 68008YYY\_\_P/WSCA

(Sample) EXHIBIT B  
STATE OF COLORADO MASTER PRICE AGREEMENT

THIS MASTER PRICE AGREEMENT, dated this \_\_ day of \_\_\_\_, 2011, by and between the State of Colorado, for the use and benefit of the Department of Personnel & Administration, located at 633 17<sup>th</sup> Street, Suite 1520, Denver, Colorado 80202 (the “**State**”), and [ *VENDOR NAME* ], located at [ *ADDRESS* ] (“**Vendor**” or “**Manufacturer**”), collectively, the “**Parties**”.

This Master Price Agreement (“Price Agreement”) is issued by the State of Colorado to the Vendor named above 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 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 Price Agreement.

**1. Definitions (any others that should be added below)?**

The following terms as used in this 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 Vendor to provide local market sales and customer support for the Vendor’s products to Purchasing Entities. To be considered a Distributor under this Master Price Agreement, a company must have been named by the Vendor as a Distributor-agent for specific participating state(s) and have executed a Manufacturer/Distributor-agent Assignment for Company form (Exhibit E) with the Vendor. The list of the Vendor’s Distributors under this Agreement is attached as (Exhibit H), Distributors by State.
- 1.2 “**Lead State**” means the State that conducted this cooperative Solicitation and that will centrally administer this resulting Price Agreement. Colorado is the Lead State for this Price Agreement.
- 1.3 “**Manufacturer**” or “**Vendor**” means the manufacturer of Body Armor products. A manufacturer is the legal entity responsible for fabricating the armor products, and that is solely liable for issues of proper fit, warranty, and fulfilling all specified requirements of the solicitation.
- 1.4 “**Offer**” or “**Bid**” means the offer submitted by the Manufacturer or Vendor in response to State of Colorado solicitation for Body Armor, IFB-JW-11-0002. “**Vendor**” or “**Bidder**” similarly means the Manufacturer or Vendor that submitted the Offer or Bid.
- 1.5 “**Participating Addendum**” means a bilateral agreement executed between the Manufacturer or Vendor and a Participating State, or a Political Subdivision with the consent of its State Purchasing Official, who clarifies the operation of the 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).
- 1.6 “**Participating State**” means a member of the Western States Contracting Alliance (WSCA) or participating NASPO state that has indicated its intent to participate in this 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 Price Agreement through execution of a Participating Addendum.
- 1.7 “**Permissive Price Agreement**” means a Price Agreement wherein a Purchasing Entity may make purchases against the Price Agreement without using the formal purchasing procedures that would normally be required for such a purchase by that 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 Price Agreement, so long as the Entity follows applicable procurement statutes and regulations.

- 1.8 **“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.
- 1.9 **“Price Agreement”, “Agreement”, “Master Price Agreement”, or “Contract”** means this cooperative agreement for purchase of bullet-resistant and stab-resistant body armor products on an as-needed basis, which has resulted from award of the Solicitation conducted on behalf of the Western States Contracting Alliance (WSCA). This Agreement is between the Lead State and the awarded Vendor. 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 Price Agreement.
- 1.10 **“Principal Representative” or “WSCA Contract Administrator”** means the individual in the State of Colorado State Purchasing Office who has been designated in the “Representatives” section in this Price Agreement, below.
- 1.11 **“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 contract for the purchase of goods described in the Solicitation. Unless otherwise limited in the Solicitation, in this 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 Agreement.
- 1.12 **“Solicitation”** means State of Colorado Invitation for Bid for Body Armor, Solicitation Number IFB-JW-11-0002.
- 1.13 **“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, 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 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 Price Agreement is issued by the State of Colorado to the Vendor named above 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. This Price Agreement is a cooperative procurement conducted on behalf of the Western States Contracting Alliance (WSCA). Colorado is the Lead State for this Price Agreement.
- 2.2 The Vendor shall provide the goods described in the Price Sheet (Exhibit G), in compliance with the Body Armor Specifications and Requirements described in the solicitation.
- 2.3 No specific volume of purchases against this Agreement is guaranteed by the State or by any other Purchasing Entity.
- 2.4 The Vendor is the manufacturer of the goods to be purchased under this Price Agreement.

### **3. Nature of Agreement; Roles of Participants**

- 3.1 This Master Price Agreement is the primary agreement relating to the WSCA cooperative procurement for body armor. The State of Colorado issued and awarded the solicitation, and is the Lead State for the Agreement; therefore, it is the signatory on this Agreement. Although this is the Master Agreement covering purchases between the Parties, some of the terms herein are specific to purchases made by State of Colorado agencies only. Those Colorado-specific terms should be apparent by their context.
- 3.2 Purchasing Entities will indicate their intent to participate in this Price Agreement by executing a Participating Addendum with the Vendor or by using any other method provided by WSCA procedures. The Participating Addendum clarifies the operation of the 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 the Purchasing Entity that executed the Participating Addendum. Such terms and conditions shall take precedence over this 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 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 Entity is authorized to use. The ordering 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 the sections below with those titles.

#### **4. Performance Standard**

Vendor warrants that (a) goods or services provided under this Price Agreement shall meet the description in Price Sheet, Exhibit G, as indicated in the Body Armor Specifications and requirements in solicitation IFB-JW-11-0002, (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 Vendor or any party related to Vendor.

#### **5. Term of Price Agreement**

The initial term of this Price Agreement shall be effective upon final execution by the Parties (the "Effective Date") and extend through May 31, 2013. The Price Agreement may be extended beyond the initial term for three (3) optional renewal terms of up to one year each, upon mutual agreement of the Parties. Such extensions will be made through execution by the Parties of a written amendment to this Price Agreement.

#### **6. Pricing**

Pricing shall remain firm for the first 12 months of the initial term of the Price Agreement and no change in the Vendor's Price Sheet (**Exhibit G**) will be accepted during that time. 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 herein in writing 30 days prior to the anticipated increase. Increases shall become effective upon approval by the State of Colorado. Documentation that demonstrates the cause of any increase shall be supplied with the Vendor's request and will verify that the requested price increase is general in scope and not applicable just to this multi-state Price Agreement. Orders placed prior to the effective date of any price adjustment will be honored at the prior term Price Agreement price.

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

#### **7. NIJ Body Armor Standards**

- 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 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 Vendor.
- 7.2 NIJ Stab Resistance of Body Armor Standard 0115.00: The National Institute of Justice (NIJ) has an existing standard 0115.00 for stab resistant body armor. The NIJ publishes the Compliant Products List (CPL) of armor that complies with new 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 Vendor.

#### **8. Permissive Price Agreement**

This is a Permissive Price Agreement, in Colorado, throughout the initial term of the Agreement (through May 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 Agreement. Other Participating States may individually deem this as a Permissive or a Mandatory Price Agreement, at their option.

## 9. WSCA Terms and Conditions

The Western States Contracting Alliance's (WSCA's) Standard Contract Terms and Conditions are attached to this Price Agreement as **Exhibit A**, and incorporated herein by reference. Those WSCA Terms and Conditions (**Exhibit A**) are subject to the Order of Precedence clause, below.

## 10. Order of Precedence

The provisions of this Price Agreement shall govern the relationship of the State and Vendor. In the event of conflicts or inconsistencies between this 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 solicitation IFB-JW-11-0002, pages 1 to 22, to include Checklist, Exhibit I
- (b) Exhibit A, Western States Contracting Alliance (WSCA) Standard Contract Terms and Conditions
- (c) Exhibit B, Sample Colorado Master Price Agreement
- (d) Exhibit C, State of Colorado Purchase Order Terms and Conditions
- (e) Exhibit J, Sample Contract Signature Page
- (f) Exhibit G, Price Sheet
- (g) Exhibit D, State Participating Addendum
- (h) Exhibit E, Manufacturer Distributor/Agent Assignment for Company
- (i) Exhibit H, Distributor/Agents Assigned by State List
- (j) Exhibit F, WSCA Body Armor Quarterly Detail Report
- (k) Attachment 1, Sample Consent to Search Authorization and Guest Registration

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 the Section above titled "Nature of Agreement; Roles of Participants".

## PROCEDURES FOR AND OBLIGATIONS OF CONTRACT PERFORMANCE

### 11. Billing/Payment Procedure

- 11.1. The State shall establish billing procedures and pay Vendor or its Distributor the Agreement price for Goods delivered, inspected, and accepted pursuant to all the terms and conditions of this Price Agreement. Vendor or its Distributor shall submit invoices for payment on forms and provide requested documentation in a manner prescribed or approved by the State. Payments made by the State to the Vendor or its Distributor in error for any reason including, but not limited to, overpayments or improper payments may, at the State's sole discretion, be recovered from Vendor or its Distributor by deduction from subsequent payments for purchases made by the State under this Price Agreement or other contracts or grants between the State and the Vendor or its Distributor or by other appropriate methods.
- 11.2. The Vendor, 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 Price Agreement.
- 11.3. In accordance with State Fiscal Rule 2-5 the State of Colorado 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 State and the form of the invoice is acceptable to the State. Uncontested amounts not paid by the State 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 State has delivered to Vendor or its Distributor notice of a good faith dispute. Vendor or its Distributor shall invoice the State 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 State reserves the right to inspect Goods provided under this Price Agreement at all reasonable times and places during the term of this Agreement. If any of the Goods does not conform to Price Agreement requirements, the State will require Vendor, directly or through its Distributor, to promptly provide the Goods again in conformity with Agreement requirements, at no additional cost to the State.

This remedy shall in no way limit the remedies available to the State in other provisions of this Price Agreement or remedies otherwise available in equity or at law, including the Uniform Commercial Code ("UCC"), all of which may be exercised by the State, 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.

## 13. Reporting

13.1 Quarterly Reports for WSCA: Using the attached WSCA Body Armor Quarterly Detail Report form (**Exhibit F**), the Vendor shall submit a quarterly report for cumulative sales made under this Price Agreement to Purchasing Entities within each participating state subscribed to the vendor by Participating Addendum. This detail reports shall be submitted to WSCA with a copy sent to:

Colorado State Purchasing Office  
Attn: Jeff Wylde, CPPB  
Email: [jeff.wylde@state.co.us](mailto:jeff.wylde@state.co.us)

These Quarterly Body Armor detail Reports shall be submitted according to the following schedule:

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

13.2 Quarterly Reports for WSCA: The Vendor shall submit a quarterly report for cumulative sales made under this Price Agreement to all Purchasing Entities (in all states). There is not a standardized format for this report. It shall be submitted to the WSCA Contract Administrator listed below, and upon request to any Participating State, showing the quantities and dollar volume of purchases, broken out by each Purchasing Entity. This volume report shall be submitted to:

Western States Contracting Alliance  
Attn: Lee Ann Pope  
Email: [lpope@AMRms.com](mailto:lpope@AMRms.com)

13.3 Database for Reporting to WSCA: The Vendor shall create and maintain a database, in MS Excel, throughout the term of the Price Agreement, covering all purchases made against this Price Agreement by all Purchasing Entities (in all states). The database shall include the following information for each purchase:

- 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 products are delivered and a copy given to the State every six (3) months by the Due Dates listed in the above schedule. The database will also be delivered on an ad hoc basis upon request by WSCA and/or the State of Colorado.

- 13.4 The Vendor will provide ad hoc reports to any State of Colorado agency requesting information about usage for their agency against the 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 Vendor.
- 13.5 Failure of the Vendor to submit reports as specified may result in suspension of this Price Agreement by the State until reports are completed and received or may result in cancellation of this Price Agreement. In addition, failure of the Vendor 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 Vendor in the performance of its obligations under this Price Agreement (the "Work Product"), shall be the exclusive property of the State and all Work Product shall be delivered to the State by Vendor upon completion, termination, or cancellation of this Price Agreement. The rights of the State 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.
- 14.2 Vendor shall not use, willingly allow, cause or permit such property to be used for any purpose other than the performance of Vendor's obligations under this Price Agreement, without the prior written consent of the State. The rights of the State with respect to such property shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use such property.

#### **15. Maintenance, Inspection and Monitoring of Records**

- 15.1 Vendor shall maintain a complete file of all records that are necessary to properly account for the payments made to the Vendor for costs authorized by this Price Agreement and the Vendor shall maintain any other documents, communications, and other written materials or electronic media, files or communications, which pertain to the delivery of Goods under this Price Agreement. Such records shall be maintained for a period of four (4) years after the date of termination of this 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 Vendor 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 Vendor's records during the term of this Price Agreement and for a period of four (4) years following termination of this Price Agreement or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Vendor's performance hereunder. Such access will be during normal business hours or by appointment.

#### **16. Confidentiality of State Records and Information**

- 16.1 Vendor and Distributor acknowledge that it may come into contact with confidential information in connection with this Price Agreement or in connection with the performance of its obligations under this 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 Vendor and Distributor to keep all State records and information confidential at all times and to comply with all Colorado State and Federal laws and regulations concerning the confidentiality of information to the same extent applicable to the State. Any request or demand for information in the possession of Vendor or Distributor made by a third party who is not an authorized party to this Price Agreement shall be immediately forwarded to the State's Principal Representative for resolution.
- 16.2 Vendor and Distributor shall notify all of its agents, employees, subcontractors and assigns who will come into contact with State 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. Vendor and Distributor shall provide and maintain a secure environment that ensures confidentiality of all State records and information wherever located. No State information of any kind shall be distributed or sold to any third party or used by Vendor, Distributor, or its agents in any way, except as authorized by this Price Agreement and as approved by the State. State information shall not be retained in any files or otherwise by Vendor, Distributor, or its agents, except as set forth in this Price Agreement and approved by the State. Disclosure of State records or information may be cause for legal action against Vendor, Distributor, or its agents. Defense of any such action shall be the sole responsibility of Vendor.

## **17. Litigation Reporting**

Vendor or Distributor, within ten (10) days after being served with a summons, complaint, or other pleading in a case which involves Services or Goods provided or Vendor's or Distributor's performance under this Price Agreement, 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 Price Agreement on behalf of the State.

## **18. Safety Notifications**

- 18.1 Vendor shall notify the State's Principal Representative immediately, and State Purchasing Entities that have ordered against this Price Agreement, of recall notices, warranty replacements, safety notices, or any other applicable notice regarding the body armor being sold under this Agreement. Such notice shall be given in writing within fifteen (15) calendar days of the date the Vendor becomes aware of, or issues, such notices.
- 18.2 Vendor shall notify the State's Principal Representative by phone IMMEDIATELY of any recall, safety notice, warranty replacements, or issues regarding the safety of officers. Such phone notification shall be followed by written notification from Vendor to the State within fifteen (15) calendar days of the date the Vendor 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 the award, at the option of the State.

## **19. Conflict of Interest.**

- 19.1 During the term of this Price Agreement, Vendor 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 Vendor's obligations under this Price Agreement.
- 19.2 Additionally, Vendor acknowledges that in governmental contracting, even the appearance of a conflict of interest is harmful to the interests of the State. Thus, Vendor shall refrain from any practices, activities or relationships that could reasonably be considered to be in conflict with the full performance of Vendor's obligations to the State in accordance with the terms and conditions of this Price Agreement, without the prior written approval of the State.
- 19.3. In the event that Vendor is uncertain whether the appearance of a conflict of interest may reasonably exist, Vendor shall submit to the State a full disclosure statement setting forth the relevant details for the State's consideration and direction. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict shall be grounds for termination of the Price Agreement.
- 19.4. Vendor, its Distributors, and any subcontractors permitted under the terms of this 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 Vendor, its Distributors, or any permitted subcontractor shall participate in the selection, or in the award or administration of a Price Agreement 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. Vendor'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 Vendor, 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 body armor sold under this Price Agreement shall be warranted by the Vendor 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 National Institute of Justice (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 product has not been subject to misuse, abuse, unauthorized repair or alteration, or damage. The bullet- or stab-resistant protective panels sold under this Price Agreement shall be warranted by the Vendor 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 product that fails to meet this warranty shall be replaced by the Vendor, at no cost to the Purchasing Entity.

20.2 **Carrier Warranty:** The carrier portion of the body armor sold under this Price Agreement shall be warranted by the Vendor 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 product has not been subject to misuse, abuse, unauthorized repair or alteration, or damage. Any product that fails to meet this warranty shall be replaced by the Vendor, at no cost to the Purchasing Entity

20.3 **General:** All Goods furnished under this Price Agreement 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. Vendor shall repair or replace, at its option, any Goods that fail to satisfy this warranty.

## **21. Licenses, Permits, and Responsibilities**

Vendor certifies that, at the time of entering into this 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 Price Agreement. Vendor warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Price Agreement, without reimbursement by the State or other adjustment in Price Agreement price. Additionally, all employees of Vendor performing services under this Price Agreement shall hold the required licenses or certification, if any, to perform their responsibilities. Vendor, if a foreign corporation or other entity transacting business in the State of Colorado, further certifies that it currently has obtained and shall maintain any applicable certificate of authority to do business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Vendor to properly perform this Price Agreement, shall be deemed to be a default by Vendor and grounds for termination of this Price Agreement by the State.

## **22. Tax Exempt Status**

Vendor acknowledges that the State of Colorado is not liable for any sales, use, excise, property or other taxes imposed by any Federal, State or local government tax authority. The State also is not liable for any Vendor franchise or income related tax. No taxes of any kind shall be charged to the State.

## **23. Legal Authority**

Vendor warrants that it possesses the legal authority to enter into this 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 Price Agreement and to bind Vendor to its terms. Vendor 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. The person(s) executing this Price Agreement on behalf of Vendor warrant(s) that such person(s) have full authorization to execute this Price Agreement.

## **24. Compliance with Applicable Law**

Vendor and its Distributors shall at all times during the execution of this Price Agreement 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 Price Agreement. Vendor also shall require compliance with such laws and regulations by subcontractors under any subcontracts permitted under this Price Agreement.

## **REMEDIES**

### **25. Remedies**

In addition to any other remedies provided for in this Price Agreement, and without limiting the remedies otherwise available at law or in equity, the State may exercise the following remedial actions if Vendor substantially fails to satisfy or

perform the duties and obligations in this Price Agreement. "Substantial failure" to satisfy duties and obligations shall be defined to mean material, insufficient, incorrect or improper performance, activities, or inaction by Vendor. These remedial actions are as follows:

- (a) Suspend Vendor's performance pending necessary corrective action as specified by the State, without Vendor'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 Price Agreement or any particular part of this Price Agreement that the State determines in good faith would not be beneficial or in the State's best interests due to Vendor's substantial non-performance. Accordingly, the State shall not be liable to Vendor for costs incurred after the State has duly notified Vendor of the suspension of performance under this provision, and Vendor shall promptly cease performance and incurring costs in accordance with the State's directive;
- (b) Withhold payment to Vendor until the necessary Services or Goods or corrections in performance, development or manufacture are satisfactorily completed;
- (c) Request the removal from work on this Price Agreement of employees or agents of Vendor identified by the State, in its reasonable judgment, as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on this Price Agreement the State deems to be contrary to the public interest or not in the best interests of the State;
- (d) 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 Vendor, cannot be performed, or if performed would be of no value to the State. Denial of the amount of payment must be reasonably related to the value of work or performance lost to the State; and/or
- (e) Terminate this Price Agreement for default.

The above remedies are cumulative and the State, in its sole discretion, may exercise any or all of them individually or simultaneously. These remedies shall in no way limit the remedies available to the State in other provisions of this Price Agreement or remedies otherwise available in equity or at law, including the Uniform Commercial Code ("UCC"), all of which may be exercised by the State, 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.

## **26. Termination for Convenience**

26.1 Either Party may terminate this Price Agreement in whole or in part upon sixty (60) days prior written notice. The Vendor remains responsible for providing the reports required in this Price Agreement. Further, any Participating State may terminate its participation upon 30 days written notice. 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 Vendor, 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, Vendor shall incur no further obligations in connection with the terminated work and, on the date set in the notice of termination, Vendor shall stop work to the extent specified. Vendor 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 Vendor under this Price Agreement shall, at the option of the State, be delivered by Vendor to the State and shall become the State's property. The State may direct Vendor to assign Vendor's right, title, and interest under terminated orders or subcontracts to the State. Vendor 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 Price Agreement terms.

26.2 If this Price Agreement is terminated for cause, or due to the fault of the Vendor, the Termination for Default/Cause provision shall apply.

## **27. Termination for Default/Cause**

If Vendor refuses or fails to perform any of the provisions of this Price Agreement with such diligence as will ensure its completion within the time and pursuant to the requirements and terms specified in this Price Agreement, the State may notify Vendor in writing of such non-performance. If Vendor fails to promptly correct such delay or non-performance within the time specified, the State may, at its option, terminate this entire Price Agreement or such part of this Price Agreement as to which there has been delay or a failure to properly perform. If terminated for cause, the State shall only reimburse Vendor for accepted work or deliverables received up to the date of termination and final payments may be withheld. In the event of termination, all finished or unfinished documents, data, studies, research surveys, reports, other materials prepared by Vendor, or materials owned by the State in the possession of Vendor, at the option of the State, shall be

returned immediately to the State or retained by the State as its property. At the State's option, Vendor shall continue performance of this 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, Vendor also shall remain liable to the State for any damages sustained by the State by virtue of any breach by Vendor and the State may withhold any payment to Vendor for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Vendor is determined. Upon termination by the State, Vendor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Vendor in which the State has an interest. Further, the State may withhold amounts due to Vendor 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. Any action taken by the State hereunder or pursuant to section 26 shall not be cause for Vendor to terminate this Price Agreement for default or material breach. If, after termination by the State, it is determined for any reason that Vendor was not in default or that Vendor'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 Price Agreement had been terminated for convenience, as described herein. These remedies shall in no way limit the remedies available to the State in other provisions of this Price Agreement or remedies otherwise available in equity or at law, including the Uniform Commercial Code ("UCC"), all of which may be exercised by the State, at its option, in lieu of or in conjunction with the preceding measures.

## 28. Insurance

28.1 The Vendor shall obtain, and maintain at all times during the term of this Price Agreement, insurance in the following kinds and amounts:

- a. Worker's Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of the Vendor'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 Vendor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the State a certificate or other document satisfactory to the State 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). Coverage required of the Price Agreement will be primary over any insurance or self-insurance program carried by the State of Colorado.

28.3 The Insurance shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the State by certified mail.

28.4 The Vendor will require all insurance policies in any way related to the Price Agreement and secured and maintained by the Vendor to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.

28.5 All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the State.

28.6 The Vendor shall provide certificates showing insurance coverage required by this Price Agreement to the State within 7 business days of the effective date of the Price Agreement, but in no event later than the commencement of the services or delivery of the goods under the Price Agreement. No later than 15 days prior to the expiration date

of any such coverage, the Vendor shall deliver to the State certificates of insurance evidencing renewals thereof. At any time during the term of this Price Agreement, the State may request in writing, and the Vendor shall thereupon within 10 days supply to the State, evidence satisfactory to the State of compliance with the provisions of this section.

### **29. Governmental Immunity**

Notwithstanding any other provision of this Price Agreement to the contrary, no term or condition of this 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**

Contractor shall indemnify, save, and hold harmless the State, its 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 Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

### **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 products ordered pursuant to this Price Agreement.

### **32. Force Majeure**

Neither Vendor 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 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 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 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 Wylde, CPPB, Purchasing Agent  
State of Colorado, State Purchasing Office  
633 17<sup>th</sup> Street, Suite 1520  
Denver, Colorado 80202  
E-Mail: [jeff.wylde@state.co.us](mailto:jeff.wylde@state.co.us)  
Voice: 303-866-6191  
Fax: 303-866-6016

For Vendor:

Name:  
Title:  
Address:  
Telephone: (    ) \_\_\_\_\_ - \_\_\_\_\_  
E-Mail:

### **34. Assignment and Successors**

Vendor's rights and obligations under this 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 Vendor 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 Price Agreement. Vendor alone shall be responsible for all subcontracting arrangements, directions and delivery of subcontracted work or Goods, and performance of any subcontracted Services. Vendor shall require and ensure that each subcontractor shall assent in writing to all the terms and conditions of this Price Agreement, including an obligation of the subcontractor to indemnify the State as is required under Section 30 in this Price Agreement.

### **35. Third Party Beneficiaries**

The enforcement of the terms and conditions of this Price Agreement and all rights of action relating to such enforcement shall be strictly reserved to the State and Vendor, except that warranties for Goods or Services in this Price Agreement shall pass through to and be enforceable by employees, agents, and representatives of the Purchasing Entity who utilize such Goods or Services. It is the express intention of the State and Vendor that any third party entity, other than an employee, agent, or representative of the Purchasing Entity, receiving Goods, Services, or benefits under this Price Agreement shall be deemed an incidental beneficiary only.

### **36. Severability**

To the extent this Price Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Price Agreement, the terms of this 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 Price Agreement, 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 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 any Participating Addenda that are subsequently executed with the Vendor by Purchasing Entities, 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 effect whatsoever, unless embodied herein in writing, or in an executed Participating Addendum. 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 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 Price Agreement, shall survive such termination date and shall be enforceable by the State in the event of the Vendor's failure to perform or comply as required.

### **41. Modification and Amendment**

41.1 This 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 Price Agreement on the effective date of such change, as if fully set forth herein.

41.2 Except as specifically provided in this Price Agreement, no modification of this Price Agreement shall be effective unless agreed to in writing by both parties in an Amendment to this Price Agreement, properly executed and approved in accordance with Colorado State law and State Fiscal Rules.

### **42. Venue**

Venue for any action related to the construction and effect of this Price Agreement shall be in the City and County of Denver, Colorado. Venue for any action related to the effect of any Participating Addendum, or related to any order placed against this Price Agreement, shall be in the relevant Participating State. Such Participating Addendum or order may further specify venue for that action.

**Exhibit C**  
**State of Colorado**  
**Purchase Order Terms and Conditions**

**1. Offer/Acceptance.** If this purchase order ("PO") refers to vendor's bid or proposal, this PO is an ACCEPTANCE of vendor's OFFER TO SELL in accordance with the terms and conditions of the "solicitation" identified in vendor's bid or proposal. The solicitation includes an RFP, IFB, or any other form of order by buyer. If a bid or proposal is not referenced, this PO is an OFFER TO BUY, subject to vendor's acceptance, demonstrated by vendor's performance or written acceptance of this PO. Any COUNTER-OFFER TO SELL automatically CANCELS this PO, unless a change order is issued by buyer accepting a counter-offer. This PO shall supersede and control over any vendor form(s) or part(s) thereof included in or attached to any bid, proposal, offer, acknowledgment, or otherwise, in the event of inconsistencies or contradictions, regardless of any statement to the contrary in such form(s) or parts thereof.

**2. Safety Information.** All chemicals, equipment and materials proposed and/or used in the performance of this PO shall conform to the requirements of the Occupational Safety and Health Act of 1970. Vendor shall furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery.

**3. Changes.** Vendor shall furnish products and/or services strictly in accordance with the specifications and price set forth for each item. This PO shall not be modified, superseded or otherwise altered, except in writing signed by purchasing agent and accepted by vendor. Each shipment received or service performed shall comply with the terms of this PO, notwithstanding invoice terms or acts of vendor to the contrary, unless this PO has been modified, superseded or otherwise altered in accordance with this section.

**4. Delivery.** Unless otherwise specified in the solicitation or this PO, delivery shall be FOB destination. Buyer is relying on the promised delivery date, installation, and/or service performance set forth in vendor's bid or proposal as material and basic to buyer's acceptance. If vendor fails to deliver or perform as and when promised, buyer, in its sole discretion, may cancel its order, or any part thereof, without prejudice to its other rights, return all or part of any shipment so made, and charge vendor with any loss or expense sustained as a result of such failure to deliver or perform as promised. Time is of the essence.

**5. Intellectual Property.** Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials (collectively "materials") delivered by vendor in performance of its obligations under this PO shall be the exclusive property of buyer. Ownership rights shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the materials. Vendor shall comply with all applicable Cyber Security Policies of the State of Colorado (the "State"), or buyer, as applicable, and all confidentiality and non-disclosure agreements, security controls, and reporting requirements.

**6. Quality.** Buyer shall be the sole judge in determining "equals" with regard to quality, price and performance. All products delivered shall be newly manufactured and the current model, unless otherwise specified.

**7. Warranties.** All provisions and remedies of the Colorado Uniform Commercial Code, CRS, Title 4 ("C.U.C.C."), relating to implied and/or express warranties are incorporated herein, in addition to any warranties contained in this PO or the specifications.

**8. Inspection and Acceptance.** Final acceptance is contingent upon completion of all applicable inspection procedures. If products or services fail to meet any inspection requirements, buyer may exercise all of its rights, including those provided in the C.U.C.C. Buyer shall have the right to inspect services provided under this PO at all reasonable times and places. "Services" as used in this section

includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform to PO requirements, buyer may require vendor to perform the services again in conformity with PO requirements, without additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, buyer may (a) require vendor to take necessary action to ensure that future performance conforms to PO requirements and (b) equitably reduce the payment due vendor to reflect the reduced value of the services performed. These remedies do not limit the remedies otherwise available in this PO, at law, or in equity.

**9. Cash Discount.** The cash discount period will start from the later of the date of receipt of acceptable invoice, or from date of receipt of acceptable products/services at the specified destination by an authorized buyer representative.

**10. Taxes.** Buyer and the State are exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code [No. 84-730123K] and from all State and local government sales and use taxes [CRS, Title 39, Article 26, Parts I and II]. Such exemptions apply when materials are purchased for the benefit of State, except that in certain political subdivisions (e.g., City of Denver) vendor may be required to pay sales or use taxes even though the ultimate product or service is provided to buyer. Buyer shall not reimburse such sales or use taxes.

**11. Payment.** Buyer shall pay vendor for all amounts due within 45 days after receipt of products or services and a correct notice of amount due. Interest on the unpaid balance shall begin to accrue on the 46th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to buyer's obligation to pay all or a portion of the amount due. Vendor shall invoice buyer separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate.

**12. Vendor Offset.** [*Not Applicable to Inter-governmental POs*] Under CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

**13. Assignment and Successors.** Vendor shall not assign rights or delegate duties under this PO, or subcontract any part of the performance required under this PO, without the express, written consent of buyer. This PO shall inure to the benefit of and be binding upon vendor and buyer and their respective successors and assigns. Assignment of accounts receivable may be made only upon written notice furnished to buyer.

**14. Indemnification.** If any article sold or delivered under this PO is covered by a patent, copyright, trademark, or application therefore, vendor shall indemnify and hold harmless buyer from any and all loss, liability, cost, expenses and legal fees incurred on account of any claims, legal actions or judgments arising out of manufacture, sale or use of such article in violation or infringement of rights under such patent, copyright, trademark or application. If this PO is for services, vendor shall indemnify, save, and hold harmless buyer, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related expenses, incurred as a result of any act or omission by vendor, or its employees, agents, subcontractors or assignees, arising out of or in connection with performance of services under this PO.

**15. Independent Contractor.** Vendor shall perform its duties hereunder as an independent contractor and not as an employee. Neither vendor nor any agent or employee of vendor shall be deemed to be an agent or employee of buyer. Vendor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through buyer and buyer shall not pay for or otherwise provide such coverage for vendor or any of its agents or employees. Unemployment insurance benefits will be available to vendor and its employees and agents only if coverage is made available by vendor or a third party. Vendor shall pay when due all applicable employment, income, and local head taxes

incurred pursuant to this PO. Vendor shall not have authorization, express or implied, to bind buyer to any agreement, liability or understanding, except as expressly set forth herein. Vendor shall **(a)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(b)** provide proof thereof when requested by buyer, and **(c)** be solely responsible for its acts and those of its employees and agents.

**16. Communication.** All communication concerning administration of this PO, prepared by vendor for buyer's use, shall be furnished solely to purchasing agent.

**17. Compliance.** Vendor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**18. Insurance.** Vendor shall obtain, and maintain, at all times during the term of this PO, insurance as specified in the solicitation, and provide proof of such coverage as requested by purchasing agent.

**19. Termination Prior to Shipment.** If vendor has not accepted this PO in writing, buyer may cancel this PO by written or oral notice to vendor prior to shipment of goods or commencement of services.

**20. Termination for Cause.** **(a)** If vendor refuses or fails to timely and properly perform any of its obligations under this PO with such diligence as will ensure its completion within the time specified herein, buyer may notify vendor in writing of non-performance and, if not corrected by vendor within the time specified in the notice, terminate vendor's right to proceed with the PO or such part thereof as to which there has been delay or a failure. Vendor shall continue performance of this PO to the extent not terminated and be liable for excess costs incurred by buyer in procuring similar goods or services elsewhere. Payment for completed services performed and accepted shall be at the price set forth in this PO. **(b)** Buyer may withhold amounts due to vendor as buyer deems necessary to reimburse buyer for excess costs incurred in curing, completing or procuring similar goods and services. **(c)** If after rejection, revocation, or other termination of vendor's right to proceed under the CUCC or this clause, buyer determines for any reason that vendor was not in default or the delay was excusable, the rights and obligations of buyer and vendor shall be the same as if the notice of termination had been issued pursuant to termination under §21.

**21. Termination in Public Interest.** Buyer is entering into this PO for the purpose of carrying out the public policy of the State, as determined by its Governor, General Assembly, and Courts. If this PO ceases to further the public policy of the State, buyer, in its sole discretion, may terminate this PO in whole or in part and such termination shall not be deemed to be a breach of buyer's obligations hereunder. This section shall not apply to a termination for vendor's breach, which shall be governed by §20. Buyer shall give written notice of termination to vendor specifying the part of the PO terminated and when termination becomes effective. Upon receipt of notice of termination, vendor shall not incur further obligations except as necessary to mitigate costs of performance. For services or specially manufactured goods, buyer shall pay **(a)** reasonable settlement expenses, **(b)** the PO price or rate for supplies and services delivered and accepted, **(c)** reasonable costs of performance on unaccepted supplies and services, and **(d)** a reasonable profit for the unaccepted work. For existing goods, buyer shall pay **(e)** reasonable settlement expenses, **(f)** the PO price for goods delivered and accepted, **(g)** reasonable costs incurred in preparation for delivery of the undelivered goods, and **(h)** a reasonable profit for the preparatory work. Buyer's termination liability under this section shall not exceed the total PO price plus a reasonable cost for settlement expenses. Vendor shall submit a termination proposal and reasonable supporting documentation, and cost and pricing data as required by CRS §24-106-101, upon request of buyer.

**22. PO Approval.** This PO shall not be valid unless it is executed by purchasing agent. Buyer shall not be responsible or liable for products or services delivered or performed prior to proper execution hereof.

**23. Fund Availability.** Financial obligations of buyer payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this PO is funded in whole or in part with federal funds, this PO is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. Buyer represents that it has set aside sufficient

funds to make payment for goods delivered in a single installment, in accordance with the terms of this PO.

**24. Choice of Law.** State laws, rules and regulations shall be applied in the interpretation, execution, and enforcement of this PO. The CUCC shall govern this PO in the case of goods unless otherwise agreed in this PO. Any provision included or incorporated herein by reference which conflicts with such laws, rules, and regulations is null and void. Any provision incorporated herein by reference which purports to negate this or any other provision in this PO in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Unless otherwise specified in the solicitation or this PO, venue for any judicial or administrative action arising out of or in connection with this PO shall be in Denver, Colorado. Vendor shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against buyer.

**25. Public Contracts for Services.** [*Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental POs, or information technology services or products and services*] Vendor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this PO and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this PO, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Vendor shall not knowingly employ or contract with an illegal alien to perform work under this PO or enter into a contract or PO with a subcontractor that fails to certify to vendor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this PO. Vendor shall **(a)** not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants during performance of this PO, **(b)** notify subcontractor and buyer within three days if vendor has actual knowledge that subcontractor is employing or contracting with an illegal alien for work under this PO, **(c)** terminate the subcontract if subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and **(d)** comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If vendor participates in the Department program, vendor shall deliver to the buyer a written, notarized affirmation that vendor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If vendor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., buyer may terminate this PO for breach and, if so terminated, vendor shall be liable for damages.

**26. Public Contracts with Natural Persons.** Vendor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she **(a)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(b)** shall comply with the provisions of CRS §24-76.5-101 et seq., and **(c)** has produced a form of identification required by CRS §24-76.5-103 prior to the date vendor delivers goods or begins performing services under terms of the PO.

**EXHIBIT D**

**PARTICIPATING ADDENDUM (SAMPLE)  
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 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:** \_\_\_\_\_

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: \_\_\_\_\_

## Exhibit G Price Sheet

(Note: Excel Spreadsheet document accompanies posted solicitation)

**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/Agent:	
Distributor-Agent Name:	
Distributor-Agent Address:	
Distributor-Agent Phone (include Toll-Free, if available):	
Distributor-Agent Website:	
Distributor-Agent Contact Person(s):	
Distributor-Agent Email Address:	
Distributor-Agent FEIN:	

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(Manufacturer Representative)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(Distributor-Agent Representative)

\_\_\_\_\_  
(PRINT Name of Distributor-Agent)

## Exhibit H

(Note: Distributor/Agent Assignment List- Excel Spreadsheet document accompanies posted solicitation)



EXHIBIT I

Checklist

Checklist must be initialed and signed by an authorized representative (officer) of the offering manufacturer and accompany bid submittal.

- 1. Letter on manufacturer's letterhead. Summary clearly identifies, and bid provides - in same order- all required information (Sections 1 through 4) \_\_\_\_\_
- 2. Intent to comply with required insurance coverage, if awarded \_\_\_\_\_
- 3. Completed Pricing sheet (Exhibit E), and preliminary Distributor/ Agent Assignment list, if awarded \_\_\_\_\_
- 4. Body Armor required NIJ-CTP information (per offered product models) \_\_\_\_\_
- 5. Bidding Manufacturer qualifications (Sections 1 and 2) \_\_\_\_\_

By signature below, I certify that I am a duly authorized officer of the manufacturer providing a response to this solicitation, and that the information required is in good faith portrays a true representation of our company, is correct and complete as offered.

\_\_\_\_\_  
Body Armor Manufacturer (Brand)

\_\_\_\_\_  
Authorized Manufacturer Signatory (Company officer)

\_\_\_\_\_  
Date

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

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

<p style="text-align: center;"><b>CONTRACTOR</b> <b>INSERT-Legal Name of Contractor</b></p> <p>By: INSERT-Name of Authorized Individual Title: INSERT-Official Title of Authorized Individual</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> <b>John W. Hickenlooper, Governor</b> INSERT-Name of Agency or IHE INSERT-Name &amp; Title of Head of Agency or IHE</p> <p>_____</p> <p>By: INSERT-Name &amp; Title of Person Signing for Agency or IHE</p> <p>Date: _____</p>
<p style="text-align: center;">2nd Contractor Signature if Needed</p> <p>By: INSERT-Name of Authorized Individual Title: INSERT-Official Title of Authorized Individual</p> <p>_____</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;"><b>LEGAL REVIEW</b> John W. Suthers, Attorney General</p> <p>By: _____</p> <p style="text-align: center;">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 CONTRACT IS NOT VALID UNTIL SIGNED AND DATED BELOW BY THE STATE CONTROLLER OR DELEGATE. CONTRACTOR IS NOT AUTHORIZED TO BEGIN PERFORMANCE UNTIL SUCH TIME. IF CONTRACTOR BEGINS PERFORMING PRIOR THERETO, THE STATE OF COLORADO IS NOT OBLIGATED TO PAY CONTRACTOR FOR SUCH PERFORMANCE OR FOR ANY GOODS AND/OR SERVICES PROVIDED HEREUNDER.**

<p style="text-align: center;"><b>STATE CONTROLLER</b> <b>David J. McDermott, CPA</b></p> <p>By: _____</p> <p>INSERT-Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> <p style="text-align: center;">Date: _____</p>
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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.

<b>SECTION I: GUEST DATA</b> 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

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

The information I have provided is correct and I have read and understand the Declaration of Consent and Waiver.  SIGNATURE	DATE