




Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
**Master Agreement**

CORRECT ORDER NUMBER MUST  
 APPEAR ON ALL PACKAGES, INVOICES,  
 AND SHIPPING PAPERS. QUESTIONS  
 CONCERNING THIS ORDER SHOULD BE  
 DIRECTED TO THE DEPARTMENT  
 CONTACT.

Order Date: 03-15-2022

Order Number:	CMA 0212 0212 BODYARMOR22A 1	Procurement Folder:	1006315
Document Name:	Statewide Contract: BODYARMOR22A	Reason for Modification:	NASPO MASTER AGREEMENT No: 164713
Document Description:	SWC: Body Armor & Ballistic Resistant Products		
Procurement Type:	Statewide MA (Open End)		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2022-03-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-11-10

VENDOR		DEPARTMENT CONTACT	
Vendor Customer Code:	VS0000039827	Requestor Name:	Mark A Atkins
GH Armor Systems Inc. 1 Sentry Drive		Requestor Phone:	(304) 558-2307
		Requestor Email:	mark.a.atkins@wv.gov
Dover	TN 37058		
US			
Vendor Contact Phone:	6062195159 Extension:		
Discount Details:			
	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

2 CFR 200 Compliant

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER
No City WV 99999	No City WV 99999
US	US

3-15-22 BA

Purchasing Division's File Copy

Total Order Amount:	Open End
---------------------	----------

ENTERED

MA 03/15/2022

PURCHASING DIVISION AUTHORIZATION
DATE: <i>[Signature]</i> 3/15/22
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE: <i>[Signature]</i>
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
DATE: <i>[Signature]</i> 3/21/2022
ELECTRONIC SIGNATURE ON FILE

3/21/2022

**Extended Description:**

STATEWIDE COOPERATIVE AWARD (NASPO)

CMA 0212 BODYARMOR22A BODY ARMOR & BALLISTIC RESISTANT PRODUCTS

This Statewide Open-End Contract with GH Armor Systems, Inc. is to provide Body Armor & Ballistic Resistant Products to all Political Subdivisions located within the State of West Virginia via the attached Participating Addendum Agreement (Master Agreement No. 164713), all incorporated herein by reference and made apart hereof.

Effective Date of Contract: 03/01/2022 through 11/10/2022.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	46182500			LS	0.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Body Armor & Ballistic Resistant Products

**Extended Description:**

Body Armor & Ballistic Resistant Products



**BODY ARMOR and BALLISTIC RESISTANT PRODUCTS**  
Led by the State of Colorado (hereinafter "Lead State")

**Contractor: GH Armor Systems, Inc.**  
**Master Agreement #: 164713 (hereinafter "Contractor")**  
**Participating Entity: STATE OF WEST VIRGINIA**  
**West Virginia Contract #: CMA 0212 BODYARMOR22A**

Primary Contacts

	Participating Entity	Contractor
Name:	The State of West Virginia, W. Michael Sheets, Director WV Purchasing Division	GH Armor Systems, Inc.  Chris Grado
Address:	2019 Washington Street East, Charleston, WV 25305	1 Sentry Drive, P.O. Box 280 Dover, TN 37058
Telephone:	304-558-2306	(606) 2195159
Email:	<a href="mailto:william.m.sheets@wv.gov">william.m.sheets@wv.gov</a>	<a href="mailto:cgrado@gharmor.com">cgrado@gharmor.com</a>

The Participating Entity and Contractor (together, "Parties") agree that this Participating Addendum ("PA") incorporates all terms, conditions, and requirements of the Master Agreement that apply to a Participating Entity, except as specifically modified pursuant to Paragraph 3, below.

- 1. Participation:** This PA may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
- 2. Term:** This PA shall become effective upon execution and shall remain in place until expiration or termination of the Master Agreement (including extensions and renewals thereof), unless terminated earlier in accordance with the terms of this PA and the Master Agreement.
- 3. Modifications:** This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

**Additional Terms:**

- A. VOID CONTRACT CLAUSES –** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.
- B. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the



**BODY ARMOR and BALLISTIC RESISTANT PRODUCTS**

Led by the **State of Colorado** (hereinafter “Lead State”)

---

Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

- C. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
  
- D. **BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider’s employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.
  
- E. **INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 Million Dollars, the vendor must submit to the Purchasing Division a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this Participating Addendum or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.
  
- F. **REPORTS:** The Contractor shall provide to the State of West Virginia’s primary contact person quarterly utilization reports containing at a minimum the following information pertaining to the State of West Virginia agencies, boards, commissions, and political subdivisions:
  - a. Ordering Entity;
  - b. Purchase order number;
  - c. Description;
  - d. Quantity;
  - e. Price.

These reports must be provided in Excel format and sent via email on a quarterly basis as follows:

<u>PERIOD END</u>	<u>REPORT DUE</u>
December 31	January 31
March 31	April 30
June 30	July 31

**BODY ARMOR and BALLISTIC RESISTANT  
PRODUCTS**

Led by the **State of Colorado** (hereinafter "Lead State")

---

September 30

October 31

The contract number **CMA 0212 BODYARMOR22A** must be included on all Quarterly Sales Reports. Send reports to [Mark.A.Atkins@wv.gov](mailto:Mark.A.Atkins@wv.gov)

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

4. **Lease Agreements:** Leasing of Equipment is not authorized for agencies of the State of West Virginia, but county, municipal, and other local political subdivisions are not prohibited from doing so, provided that the county, municipal, and other local political subdivisions have the authority to do so.
5. **Subcontractors:** All contractors, dealers, and resellers authorized to provide sales and service support in the **State of West Virginia**, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.
6. **Orders:** Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.
7. **Administrative Fees:** The Contractor shall pay to the WV Purchasing Division by check, an Administrative Fee of One (1) Percent (1.00% or .01) no later than sixty (60) days following the end of each calendar quarter for purchases made by Purchasing Entities within the jurisdiction of the **State of West Virginia**.

This fee is to be included as part of the prices incorporated into this Participating Addendum. The Administrative Fee shall be submitted quarterly and is based on the gross amount of all sales made by Purchasing Entities within the jurisdiction of the State of West Virginia under the West Virginia Master Agreement No. **CMA 0212 BODYARMOR22A**.

Payment shall be made by check payable to the "WV Purchasing Division". The West Virginia Contract number **CMA 0212 BODYARMOR22A** must be included on all payments.

Remit Checks To:      WV Purchasing Division  
                                         2019 Washington Street, East  
                                         Charleston, WV 25305  
                                         Attn: Purchasing Director

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**BODY ARMOR and BALLISTIC RESISTANT  
PRODUCTS**



Led by the State of Colorado (hereinafter "Lead State")

8. **Approval:** The Participating Entity certifies that it has obtained all necessary approvals required by the Master Agreement and has the authority to enter into this agreement.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

**PARTICIPATING ENTITY**

**CONTRACTOR**

Signature: 	Signature: 
Name: W. Michael Sheets	Name: Chris Grado
Title: Director, WV Purchasing Division	Title: General Manager/VP
Date: 03/10/22	Date: 2/25/22

For questions regarding NASPO ValuePoint Participating Addendums, please contact:

**NASPO ValuePoint**

Cooperative Development Coordinator	Tara Larwick
Telephone	720-551-9530
E-mail	tlarwick@naspovaluepoint.org

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to [pa@naspovaluepoint.org](mailto:pa@naspovaluepoint.org).

## FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

**Purpose:** This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

**Instructions:** Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

**Changes to Specifications:** Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

**State Level:** In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

**County Level:** In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

**Award:** If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

**State Government Use Caution:** State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

**County/Local Government Use Caution:** County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

## FEDERAL FUNDS ADDENDUM

### **REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

#### **1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:**

(2 C.F.R. § 200.321)

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

#### **2. DOMESTIC PREFERENCES:**

(2 C.F.R. § 200.322)

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United



States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**3. BREACH OF CONTRACT REMEDIES AND PENALTIES:**

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

**4. TERMINATION FOR CAUSE AND CONVENIENCE:**

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

**5. EQUAL EMPLOYMENT OPPORTUNITY:**

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**6. DAVIS-BACON WAGE RATES:**  
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

**7. ANTI-KICKBACK ACT:**  
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

**8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**  
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.**  
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**10. CLEAN AIR ACT**  
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**11. DEBARMENT AND SUSPENSION**  
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**12. BYRD ANTI-LOBBYING AMENDMENT**  
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**13. PROCUREMENT OF RECOVERED MATERIALS**

(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia  
Purchasing Division

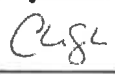
By: 

Printed Name: Mark Atkins

Title: Senior Buyer

Date: 2/28/2022

Vendor Name:  
GH Armor Systems Inc.

By: 

Printed Name: Chris Grado

Title: VP/General Manager

Date: 2/25/22

EXHIBIT A To:  
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY  
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 148-1-5

West Virginia Code of State Rules
Title 148. Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5  
§ 148-1-5. Remedies.  
Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.



5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W.Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the

same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party status will be presumed to be a related party subject to debarment.

## 5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

## **Credits**

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

---

**End of Document**

© 2021 Thomson Reuters. No claim to original U.S.  
Government Works.

EXHIBIT B To:  
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY  
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

– Not Applicable Because Contract Not for Construction

– Federal Prevailing Wage Determination on Next Page



# **NASPO ValuePoint Master Agreement Terms and Conditions**

## **For Body Armor and Ballistic Resistant Products**

**A Contract for the NASPO ValuePoint Cooperative Purchasing Program  
Acting by and through the State of Colorado (Lead State)**

**Department of Personnel & Administration  
State Purchasing & Contracts Office  
1525 Sherman Street, 3<sup>rd</sup> Floor  
Denver, Co 80203**

**And**

**GH Armor Systems Inc.  
1 Sentry Drive, P.O. Box 280  
Dover, TN 37058**

**Master Agreement Number 164713**

**TABLE OF CONTENTS**

1. NASPO VALUEPOINT MASTER AGREEMENT OVERVIEW ..... 4

    1.1. Parties ..... 4

    1.2. Effective Date ..... 4

    1.3. Master Agreement Order of Precedence ..... 4

    1.4. Term of this Master Agreement..... 4

2. DEFINITIONS ..... 5

3. NASPO VALUEPOINT PROGRAM PROVISIONS ..... 8

    3.1. Price and Rate Guarantee Period ..... 8

    3.2. Participants and Scope ..... 9

    3.3. Administrative Fees ..... 10

    3.4. NASPO ValuePoint Summary and Detailed Usage Reports ..... 10

    3.5. NASPO ValuePoint Cooperative Program Marketing and Performance Review ..... 12

    3.6. NASPO ValuePoint eMarket Center ..... 12

    3.7. Right to Publish..... 15

    3.8. Individual Customers ..... 15

4. STATEMENT OF WORK..... 15

    4.1. Overview ..... 15

    4.2. Product Standards..... 16

    4.3. Product Category..... 16

    4.4. Current Awarded Categories..... 17

    4.5. Product Specifications..... 18

    4.6. Product Recycling ..... 19

5. ADMINISTRATION OF ORDERS..... 19

    5.1. Ordering and Invoicing Specifications ..... 19

    5.2. Payment ..... 20

6. GENERAL PROVISIONS..... 21

    6.1. Insurance ..... 21

    6.2. Records Administration and Audit..... 22

    6.3. Confidentiality, Non-Disclosure, and Injunctive Relief..... 22

    6.4. License of Pre-Existing Intellectual Property ..... 24

    6.5. Public Information..... 24

    6.6. Assignment/Subcontracts ..... 24

    6.7. Changes in Contractor Representation ..... 24

    6.8. Independent Contractor ..... 24

    6.9. Force Majeure ..... 24

6.10.	Defaults and Remedies .....	24
6.11.	Waiver of Breach.....	25
6.12.	Debarment .....	25
6.13.	Indemnification .....	26
6.14.	No Waiver of Sovereign Immunity .....	26
6.15.	Governing Law and Venue .....	27
6.16.	Assignment of Antitrust Rights .....	27
6.17.	Contract Provisions for Orders Utilizing Federal Funds .....	27
	EXHIBIT A, PRODUCT AND PRICE LISTS .....	29
	EXHIBIT B, AGENTS AND DISTRIBUTORS BY STATE .....	29
	EXHIBIT C, WARRANTY AND RECYCLING PLAN .....	29
	EXHIBIT D, NASPO VALUEPOINT DETAILED SALES REPORTING TEMPLATE .....	29
	EXHIBIT E, CONTRACTOR ATTESTATION .....	30



## 1. NASPO VALUEPOINT MASTER AGREEMENT OVERVIEW

### 1.1. Parties

This Master Agreement is entered into by and between the State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office (hereinafter called the "Lead State"), and GH Armor Systems Inc. (hereinafter called "Contractor"), for the procurement of Body Armor and Ballistic Resistant Products for the benefit of Participating States, Entity's, and Purchasing Entities. The Contractor and the Lead State hereby agree to the following terms and conditions.

### 1.2. Effective Date

This Master Agreement shall not be effective or enforceable until the date on which it is approved and signed (hereinafter called the "Effective Date") by the Colorado State Controller or designee.

### 1.3. Master Agreement Order of Precedence

1.3.1. Any Order placed under this Master Agreement shall consist of the following documents:

- a) A Participating Entity's Participating Addendum ("PA");
- b) NASPO ValuePoint Master Agreement Terms & Conditions, including all Exhibits.
- c) An Order issued against this Master Agreement;
- d) The Solicitation, RFP-AR-21-001 Body Armor and Ballistic Resistant Products; and
- e) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

1.3.2. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and shall be incorporated into this Master Agreement.

### 1.4. Term of this Master Agreement

1.4.1. **Initial Term-Work Commencement.** The Parties' respective performances under this Master Agreement shall commence on the Effective Date. This Master Agreement shall terminate on November 10, 2022, unless terminated sooner, as specified in §6.10 (Defaults and Remedies), or extended further as specified in §1.4.2 below.

1.4.2. **Extension of Agreement.** This Master Agreement may be extended beyond the original Contract period for up to three (3) consecutive one (1) year additional terms, upon the mutual agreement of the Lead State and Contractor, by written Amendment. The total duration of this Master Agreement, including any extensions, shall not exceed five (5) years.

1.4.3. **Amendments.** The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State.

1.4.4. **Cancellation.** This Master Agreement may be canceled by either party upon sixty (60) days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days written notice, unless otherwise limited or stated in the Participating Addendum. 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 Products delivered and accepted, and rights attending any warranty or default in performance in association with any Order. Cancellation of this Master Agreement due to Contractor default may be immediate.

## 2. DEFINITIONS

The following terms shall be construed and interpreted as follows:

<b>Term</b>	<b>Description</b>
<i>Acceptance</i>	A written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a Product for which Acceptance Testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor.
<i>Ballistic panel</i>	A type of armor panel intended to provide ballistic resistance. (ASTM Terminology E3005)
<i>Body Armor</i>	An item of personal protective equipment intended to protect the wearer from threats that may include ballistic threats, stabbing, fragmentation, or blunt impact. Law enforcement and corrections officers typically refer to body armor as a vest. (ASTM Terminology E3005)
<i>Business Day</i>	Any day other than Saturday, Sunday or a legal holiday.
<i>Carrier</i>	A garment whose primary purpose is to retain the armor panel(s) or plate(s) and provide a means of supporting and securing the armor panel(s) or plate(s) to the wearer. (ASTM Terminology E3005)
<i>Combination Vest</i>	A type of body armor intended to protect the wearer from both ballistic threats and stabbing. Combination armor is sometimes called dual-threat armor or multiple-threat armor. (ASTM Terminology E3005)
<i>Concealable Vest</i>	A vest designed to be worn under the shirt (uniform or undercover) or in a carrier that looks like a uniform shirt so that it is not easily seen. (ASTM Terminology E3005)
<i>CPL</i>	Certified Product List.
<i>Ceiling Pricing</i>	Pricing that is established as a “not-to-exceed” amount; the maximum price Contractor may charge for Products, Services, and Supplies.
<i>Chief Procurement Officer</i>	The individual who has the authority to supervise and approve the procurement of all Products and Services needed by the Lead State or a Participating State.
<i>Contractor</i>	The person or entity delivering Products or performing Services under the terms and conditions set forth in this Master Agreement.
<i>Distributor</i>	Means an entity that purchases Products and Resells the Product to end-users and has the ability to do on-site measurements.
<i>Free on Board (FOB) Destination</i>	Contractor is responsible for transportation and handling charges and the sale does not occur until the Products arrive at the Purchasing Entity’s specified location.
<i>Goods</i>	Any movable material acquired, produced, or delivered by Contractor, and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
<i>In Conjunction With Armor</i>	Soft or hard armor that is designed to provide a specific level of ballistic protection only when layered with a specified model(s) of body armor. (ASTM Terminology E3005)

<b><i>Independent Contractor</i></b>	A natural person, business, or corporation that provides Products or Services to another entity under the terms specified in a contract. An employer-employee relationship does not exist.
<b><i>Insert</i></b>	A removable unit of protective material (soft armor or hard armor) intended to be placed into a special pocket on a carrier to enhance protection in a localized area. (ASTM Terminology E3005)
<b><i>Intellectual Property</i></b>	Any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
<b><i>Lead State</i></b>	The state that is centrally administering this Master Agreement.
<b><i>Manufacturer</i></b>	A company that, as its primary business function, designs, assembles, and owns the trademark/patent and markets a Product. Also referred to as Contractor.
<b><i>Manufacturer's Suggested Retail Price (MSRP)</i></b>	The list price or recommended retail price of a Product in which the Manufacturer recommends that the retailer sell the Product.
<b><i>Master Agreement</i></b>	Also referred to as "Contract"; the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.
<b><i>Multi-function Device (MFD)</i></b>	A Device which incorporates the functionality of multiple Devices into one, such as print, fax, copy and scan. Each feature can work independently of the other.
<b><i>NASPO ValuePoint</i></b>	The NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO). NASPO ValuePoint is identified in this Master Agreement as the recipient of reports and may perform Contract administration functions relating to collecting and receiving reports as well as other Contract administration functions as assigned by the Lead State.
<b><i>NIJ</i></b>	The National Institute of Justice.
<b><i>NIJ Compliant Products List (NIJ CPL)</i></b>	The list of models certified by NIJ to be compliant with an applicable standard.
<b><i>NIJ Compliance Testing Program (NIJ CTP)</i></b>	The NIJ program that certifies body armor models that meet the requirements of the most current version of the relevant NIJ standard.
<b><i>NIJ Mark</i></b>	The NIJ certification mark, registered with the U.S. Patent and Trademark Office, that is used to communicate a product's compliance status with the NIJ CTP.
<b><i>Normal Business Hours</i></b>	8:00 a.m. to 5:00 p.m., Monday through Friday (state holidays excluded), regardless of time zone.
<b><i>OEM</i></b>	Original Equipment Manufacturer.
<b><i>Order</i></b>	Any type of encumbrance document or commitment voucher, including, but not limited to, a purchase order, contract, or other document used by a Purchasing Entity to order the Products.

<b><i>Participating Addendum</i></b>	A bilateral agreement executed by a Contractor and a Participating State or Entity incorporating this Master Agreement and any other additional Participating State or Entity specific language or other requirements (e.g. ordering procedures, other terms and conditions).
<b><i>Participating Entity</i></b>	A government entity within a state that is properly authorized to enter into a Participating Addendum.
<b><i>Participating State</i></b>	A state, which encompasses all government entities within that state, or the District of Columbia, or one of the territories of the United States, that enters into a Participating Addendum.
<b><i>Product</i></b>	Any good, service, or other deliverable supplied or created by the vendor pursuant to the Master Agreement. The term products, supplies and services, and products and services are used interchangeably in the terms and conditions.
<b><i>Product Category</i></b>	This consists of: Ballistic-Resistant Vest, Stab-Resistant Vest, Combination Vest, In Conjunction With Armor, K-9 Ballistic-resistant Vest, K-9 Stab-resistant Vest, K-9 Combination Vest, Ballistic-resistant Helmets, Ballistic-resistant Shields, Carriers, and Ballistic-resistant and Non-ballistic-resistant accessories.
<b><i>Product Category Ballistic-resistant accessories</i></b>	This includes: Inserts (soft armor or hard armor), trauma packs, trauma plates, and protectors (groin, bicep, collar and throat)
<b><i>Product Category Non-ballistic-resistant Accessories</i></b>	This includes: pouches; replacement vest straps; ID patches; Carry bags for vests, shields, and helmets; Helmet non-ballistic face shield, equipment rails, pads, and retention/suspension system; Shield lights, shoulder straps, and logos.
<b><i>Public Record</i></b>	All books and Public Records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and Public Records.
<b><i>Purchasing Entity</i></b>	A state, city, county, district, institution of higher education, and some non-profits who issue an Order against this Master Agreement via their Participating State or Entity's Participating Addendum.
<b><i>Services</i></b>	The labor required to be performed by Contractor pursuant to this Master Agreement or an Order.
<b><i>Soft Armor</i></b>	An item of personal protective equipment constructed of pliable/flexible materials intended to protect the wearer from threats that may include ballistic threats, stabbing, fragmentation, or blunt impact (ASTM Terminology E3005)
<b><i>Solicitation</i></b>	A written offer or attempt to purchase Products and/or Services through an official Proposal, Evaluation, and Award process.
<b><i>Stab Panel</i></b>	A type of armor panel intended to provide stab resistance. (ASTM Terminology E3005)
<b><i>Subcontractor</i></b>	An individual or a business that signs a contract with the Contractor to perform part of Contractor's obligations under the Master Agreement.

<i>Tactical Vest</i>	A vest designed to be worn over the uniform shirt in a load bearing carrier that accepts various equipment. Equipment may include holsters, magazines, radios, or accessories. (ASTM Terminology E3005)
<i>Third Party</i>	Someone who may be indirectly involved but is not a principal party to an arrangement, contract, deal, lawsuit or transaction.
<i>Threat Level</i>	The rated level of protection, according to the relevant standard for the body armor or ballistic-resistant product.
<i>Trauma Pack</i>	A soft insert intended to reduce backface deformation due to a ballistic impact. (ASTM Terminology E3005)
<i>Vest</i>	Type of body armor intended to protect the wearer's torso. (ASTM Terminology E3005)

### 3. NASPO VALUEPOINT PROGRAM PROVISIONS

#### 3.1. Price and Rate Guarantee Period

- 3.1.1.** The Product and Price List(s) identifies a complete listing of all Products and Services the Contractor can provide under this Master Agreement.
- 3.1.2.** MSRP/List Price discount percentages must be guaranteed throughout the term of this Master Agreement, including any renewal terms; however, Contractor may increase its discount percentage at any time. The Lead State must be notified of any such discount percentage increase, and provided with a copy of the new Product and Price List(s).
- 3.1.3.** MSRP/List Price shall remain firm during the first twelve (12) months of the Master Agreement. After this period, Awarded Vendors may update their MSRP/List Price on an annual basis, according to the following guidelines:
- a) All requested price increases must include documentation from Direct Material suppliers detailing cost escalations, and Awarded Vendors must describe how those escalations impact current Product offerings.
  - b) With the exception of Direct Material cost increases, no price increase requests will be allowed.
  - c) Updated Product and Price Lists must be submitted to the Lead State by the 1st day of the month at least one year after prior price increase updates.
  - d) Pricing will not go into effect unless, or until, it is approved by the Lead State.
- 3.1.4.** The Master Agreement pricing IS Ceiling Pricing. Contractor may offer lower pricing on a per Order basis to Purchasing Entity's; likewise, Purchasing Entity's may request lower pricing on a per Order basis from Contractor.
- 3.1.5.** Contractor may offer state-wide temporary promotional discounts, customer location temporary specific discounts, bulk discounts, or spot discounts. Contractor must notify the Participating State or Entity Contract Administrator and Lead State of special state-wide temporary promotional discounts.
- 3.1.6.** Any revisions to Product offerings (new NIJ approved items, etc.) must be pre-approved by the Lead State, and will be allowed once per quarter.

- 3.1.7. Product updates are required by the 1st of the month of a calendar quarter and shall go into effect upon approval by the Lead State.
- 3.1.8. Price Lists received after the 1st of the month of a calendar quarter may not be approved for up to one hundred twenty days (120) days following submission. In addition, errors in the Contractor's Price Lists may delay the approval process further.
- 3.1.9. All approved Price Lists will be submitted by the Lead State to NASPO ValuePoint. Contractor shall then update all applicable websites with the new Price Lists after the NASPO ValuePoint website has been updated.
- 3.1.10. Contractor is only authorized to provide Products and Services that are awarded under this Master Agreement, as referenced in **Exhibit A**.
- 3.1.11. Pricing must include all shipping, delivery, and fitting costs associated with the Products.

### **3.2. Participants and Scope**

- 3.2.1. Contractor may not deliver Products or perform Services under this Master Agreement until a Participating Addendum acceptable to the Participating State or Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating State or Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating State or Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. Order) used by the Purchasing Entity to place the Order.
- 3.2.2. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating States or Entities authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Officer. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Officer.
- 3.2.3. Obligations under this Master Agreement are limited to those Participating States and Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States and Entities 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. Contractor shall email a fully executed PDF copy of each Participating Addendum to [PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org) to support documentation of participation and posting in appropriate data bases.
- 3.2.4. Participating States and Entities may, through a Participating Addendum, limit:
  - a) Available financial vehicles;
  - b) Any additional items as deemed necessary by the Participating State or Entity.
- 3.2.5. A Participating State or Entity must sign a new Participating Addendum with Contractor, regardless of whether Contractor has signed Participating Addenda under a prior Master Agreement(s).

- 3.2.6.** NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to this Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO ValuePoint cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.
- 3.2.7.** Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor, and any such language shall be void and of no effect:
- a) Term of this Master Agreement;
  - b) Amendments;
  - c) Participants and Scope;
  - d) Administrative Fee;
  - e) NASPO ValuePoint Summary and Detailed Usage Reports;
  - f) NASPO ValuePoint Cooperative Program Marketing and Performance Review;
  - g) NASPO ValuePoint eMarket Center;
  - h) Right to Publish;
  - i) Price and Rate Guarantee Period; and
  - j) Individual Customers.
- 3.2.8.** Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Officer of the state where the Participating Entity is located. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 3.3. Administrative Fees**
- 3.3.1.** The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter.
- 3.3.2.** The NASPO ValuePoint Administrative Fee is not negotiable.
- 3.3.3.** The Contractor shall report on all actual Body Armor and ballistic-resistant protective product sales.
- 3.3.4.** Some Participating States may require a fee be paid directly to the Participating State on sales made by Purchasing Entities within that state. For all such requests, the fee level, payment method, and schedule for such reports and payments will be incorporated into the Participating Addendum. The Contractor may adjust this Master Agreement pricing accordingly for sales made by Purchasing Entities within the jurisdiction of the Participating State requesting the additional fee.
- 3.4. NASPO ValuePoint Summary and Detailed Usage Reports**
- The Contractor shall provide the following NASPO ValuePoint reports:
- 3.4.1. Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool

found at <http://calculator.naspo.valuepoint.org>. Any/all sales made under the Contract shall be reported as cumulative totals by state, which are inclusive of all line items identified in the Detailed Sales Report. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

**3.4.2. Detailed Sales Report.** Contractor shall also report detailed sales data by:

- a) State;
- b) Customer Type (e.g. local government, higher education, K-12, non-profit);
- c) Customer bill-to name and address;
- d) Contractor or authorized agents and Distributors Order number;
- e) Customer purchase order number;
- f) Customer number;
- g) Order type (e.g. sales Order, credit, return, upgrade);
- h) Purchase order date;
- i) Ship date;
- j) Invoice date and number;
- k) Product number and description
- l) List Price/MSRP;
- m) Contract Price;
- n) Quantity;
- o) Total Price;
- p) NASPO ValuePoint Admin Fee amount; and
- q) Distributor.

**3.4.3.** Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-Rom or flash drive. Detailed sales reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is shown in **Exhibit D (NASPO ValuePoint Detailed Sales Reporting Template)**.

**3.4.4.** Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

**3.4.5.** Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with, and any PA roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

**3.4.6.** Timely submission of these reports is a material requirement of this Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free,



transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

**3.5. NASPO ValuePoint Cooperative Program Marketing and Performance Review**

- 3.5.1.** Contractor agrees to work cooperatively with NASPO ValuePoint personnel to ensure that Contractor's personnel will be educated regarding the provisions of this Master Agreement, as well as the competitive nature of NASPO ValuePoint procurements, the Participating Addendum process, and the manner in which Participating Entities can utilize this Master Agreement.
- 3.5.2.** Contractor agrees, as Participating Addenda are executed, and if requested by NASPO ValuePoint personnel, to provide plans to launch this Master Agreement program within the Participating State. Plans will include timeframes to implement this Master Agreement and Participating Addendum, as well as confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the Participating State.
- 3.5.3.** Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the Participating Addendum. Contractor shall ensure that their sales force is aware of this contracting option.
- 3.5.4.** Contractor agrees to fairly, actively, and equally promote and advertise their NASPO ValuePoint Master Agreement at all trade shows and Distributor meetings whereby Contractor displays or makes reference to their government contract award offerings.
- 3.5.5.** Contractor agrees, within 30 days of this Master Agreement effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement, or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.
- 3.5.6.** Contractor agrees to participate in person at an annual performance review, which may include a discussion of marketing action plans, target strategies, marketing materials, reporting, and timeliness of administration fee payments. The location of the performance review shall be determined by the Lead State and NASPO ValuePoint.
- 3.5.7.** Contractor agrees that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing materials until a logo-use agreement is executed with NASPO ValuePoint.
- 3.5.8.** The Lead State shall evaluate the utilization of this Master Agreement at the annual performance review. The Lead State may, in its discretion, cancel this Master Agreement pursuant to §1.4, or not exercise an option to renew, when Contractor utilization does not warrant further administration of this Master Agreement. The Lead State may exercise its right to not renew this Master Agreement if Contractor fails to record or report revenue for three consecutive quarters, upon a 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two (2) years after execution of this Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel this Master Agreement pursuant to §1.4.4 or to terminate for default pursuant to §6.10.

**3.6. NASPO ValuePoint eMarket Center**

- 3.6.1.** In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. (doing business as JAGGAER) whereby JAGGAER will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint customers to access a central online website to view and/or shop the Products and Services available from existing NASPO ValuePoint

Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

3.6.2. The Contractor shall have visibility in the eMarket Center through one of the following no-cost options:

**a) Ordering Instructions**

- i. The Contractor shall provide a link to their website, their Price list, their Distributor list, and any additional information they would like the customer to have in regards to placing Orders.
- ii. Upon receipt of written request from the eMarket Center Site Administrator, the Contractor shall have thirty (30) days to provide NASPO ValuePoint with the Ordering Instructions.

**b) Hosted Catalog**

- i. The Contractor shall provide a list of its awarded Products and Services pricing via an electronic data file, in a format acceptable to JAGGAER.
- ii. In order to maintain the most up-to-date version of its Product offerings as approved with the Master Agreement, the Contractor must submit electronic data to the eMarket Center no more than four (4) times per calendar year.
- iii. Upon receipt of written request from the eMarket Center Site Administrator, the Contractor shall have fifteen (15) days to set up an enablement schedule with NASPO ValuePoint and JAGGAER. The schedule shall include future calls and milestone timeframes related to testing and go-live dates.
- iv. The Contractor shall have ninety (90) days from the receipt of written request, to provide the Hosted Catalog to NASPO ValuePoint.
- v. The Hosted Catalog must be strictly limited to the awarded Products and Services, and must contain the most current approved pricing, including applicable quantity discounts.
- vi. The catalog must include a Lead State Contract identification number and detailed Product line item descriptions.
- vii. The catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although Suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple catalogs applicable to different NASPO ValuePoint Participating State or Entities if for example, the Participating State or Entity has incorporated an Administrative Fee into the Contract pricing, or a Participating State or Entity has determined that they will not allow all awarded Products and Services under their Participating Addendum. SciQuest will deliver the appropriate contract files to the user viewing the catalog.

**c) Punch-Out Catalog**

- i. The Contractor shall provide its own online catalog, which must be capable of being integrated with the eMarket Center via Commerce eXtensible Markup Language (cXML).
- ii. The Contractor shall validate that its online catalog is current by providing a written update to the Lead State every four (4) months, verifying that they have audited the offered Products and Services pricing.

- iii. The Contractor shall have ninety (90) days from the receipt of the written request, to deliver the Punch-Out Catalog to NASPO ValuePoint.
- iv. The Punch-Out Catalog must be strictly limited to the awarded Products and Services, and must contain the most current approved pricing, including applicable quantity discounts.
- v. The catalog must include a Lead State Contract identification number and detailed Product line item descriptions.
- vi. The site must also return detailed UNSPSC codes for each line item.
- vii. Contractor shall provide e-Quote functionality to facilitate volume discounts.
- viii. The catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. It is possible to have multiple catalogs applicable to different NASPO ValuePoint Participating State or Entities if for example, the Participating State or Entity has incorporated an Administrative Fee into the Contract pricing, or a Participating State or Entity has determined that they will not allow all awarded Products and Services under their Participating Addendum. JAGGAER will deliver the appropriate contract files to the user viewing the catalog.

**3.6.3. Revising Pricing and Products**

- a) Any revisions to Product offerings (new NIJ approvals, etc.) must be pre-approved by the Lead State, and will be allowed once per quarter.
- b) Updated Product files are required by the 1<sup>st</sup> of the month of the quarter and shall go into effect upon approval by the Lead State.
  - i. Files received after the 1st of the month may not be approved for up to one hundred twenty (120) days following submission.
  - ii. Errors in the Contractor's submitted files may delay the approval process.

**3.6.4. Supplier Network Requirements for Hosted and Punch-Out Catalogs**

- a) Contractor shall join the JAGGAER Supplier Network (SQSN) and shall use the JAGGAER's Supplier Portal to import the Contractor's catalog and pricing files into the JAGGAER system.
- b) Contractor can receive Orders through electronic delivery (cXML) or through low-tech options such as fax.
- c) More information about the SQSN can be found at [www.sciquest.com](http://www.sciquest.com), or by contacting the JAGGAER Supplier Network Services team at 800-233-1121.

**3.6.5. Order Acceptance Requirements for Hosted and Punch-Out Catalogs**

- a) Contractor must be able to accept Orders via fax or cXML.
- b) The Contractor shall provide confirmation via phone or email within 24 hours of Order receipt.
- c) If the Order is received after 3pm (EST) on the day prior to a weekend or holiday, the Contractor must provide confirmation via phone or email on the next business day.

**3.6.6. UNSPSC Requirements**

- a) Contractor shall support use of the United National Standard Product and Services Code (UNSPSC). UNSPSC versions that Contractors must adhere to are provided by JAGGAER and upgraded each year.

- b) NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC, and Contractor shall be required to support the migration effort.
- c) All line items for Products and Services provided under this Master Agreement must be associated to a UNSPSC code.
- d) All line items must be identified at the most detailed UNSPSC level, indicated by segment, family, class, and commodity.

**3.6.7. Applicability.** Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center, and that NASPO ValuePoint may elect at any time to remove any Contractor offerings from the eMarket Center.

**3.6.8.** Several NASPO ValuePoint Participating States and Entities currently maintain separate JAGGAER eMarket Place accounts. In the event that one of these Participating States or Entities elects to use this NASPO ValuePoint Master Agreement (available through the eMarket Center), but publish the information to their own eMarket Place, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint, and agrees to take commercially reasonable efforts to implement such separate JAGGAER catalogs.

### **3.7. Right to Publish**

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State, prior approval for the release of any information, including any written correspondence, which pertains to the potential work or activities covered by this Master Agreement. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the Products and Services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of this Master Agreement for cause.

### **3.8. Individual Customers**

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of this Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in this Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in this Master Agreement and applicable Participating Addendum. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

## **4. STATEMENT OF WORK**

### **4.1. Overview**

**4.1.1.** Contractor shall maintain compliance with all requirements of the Master Agreement and shall maintain compliance with all requirements throughout the duration of the Master Agreement.

**4.1.2.** Contractor, distributors and/or agents, must provide trained personnel to take on-site measurements, for products intended to be worn by end users, at Purchasing Entity's designated location. Measurements for body armor must be taken in accordance with ASTM E3003 (most recent version), and measurement procedures include using a tape measure and using sizing vests provided by the vendor.

**4.1.3.** Contractor shall notify the Lead State, Participating Entities and all Purchasing Entities of any recall notices, legal actions, warranty replacements, or any applicable notice regarding the products being sold. Notice must be received in writing (via postal mail or email) within thirty (30) calendar days of vendor learning of such issues. For issues that impact or are likely to impact the health or

safety of individuals or entities using Products delivered under a subsequent agreement, vendor shall immediately notify the Purchasing Entity.

- 4.1.4. Contractor shall send notice to the Lead State, utilizing Exhibit B (Agents and Distributors by State) within fourteen (14) calendar days of engaging an agent and/or distributor. The Lead State reserves the right to deny any Agent and/or distributor and will provide notification to the vendor with justification as to why the decision was reached. In addition, it will be at the discretion of each Participating Entity as to whether they will utilize the agents and/or distributors as authorized by the Lead State.

#### 4.2. Product Standards

Body Armor and Ballistic-resistant products must meet the NIJ standard listed below for the applicable products, until new standards are published and transition dates specified for those new standards occur.

- 4.2.1. Ballistic Resistance of Body Armor, NIJ Standard-0101.06 (2008)
- 4.2.2. Stab Resistance of Personal Body Armor, NIJ Standard-0115.00 (2000)
- 4.2.3. NIJ Standard for Ballistic Helmets, NIJ Standard-0106.01 (1981)
- 4.2.4. NIJ Standard for Ballistic Resistant Protective Materials, NIJ Standard-0108.01 (1985)
- 4.2.5. NIJ Ballistic Resistance of Body Armor, NIJ Standard-0101-07 (TBD) The new standard is not published as of the start date of this Master Agreement. It will be required during the contract cycle.
- 4.2.6. Stab Resistance of Personal Body Armor, NIJ Standard-0115.01 (TBD). The new standard is not published as of the start date of this Master Agreement. It will be required during the contract cycle.

#### 4.3. Product Category

- 4.3.1. List of product categories from RFP-AR-21-001 see section 4.4 and Exhibit A for Contractor awarded categories.
- 4.3.2. **Ballistic-resistant Vest:** NIJ Standard-0101.06 Protection Levels IIA, II, IIA, III and IV Vest models shall be listed on the NIJ Ballistic Armor CPL. The ballistic panel shall have the NIJ mark on the label.
- 4.3.3. **Stab-Resistant Vest:** NIJ Standard-0115.00 Spike or Edged Blade Protection Levels 1, 2, and 3. Vest models shall be listed on the NIJ Stab Armor CPL. When available from NIJ, the stab panel shall have the NIJ mark on the label.
- 4.3.4. **Combination Vest:** Ballistic and Spike and/or Edged Blade: All vests offered as combination vests shall be listed on both the NIJ Ballistic Armor CPL and Stab Armor CPL. The ballistic panel shall have the NIJ mark on the label. When available from NIJ, the stab panel shall have the NIJ mark on the label.
- 4.3.5. **In Conjunction With Armor:** NIJ Standard-0101.06 Protection Levels IIA, II, IIIA, III and IV. In conjunction with armor is designed to provide a specific level of ballistic protection only when layered with a specific model(s) of body armor listed on the NIJ Ballistic Armor CPL. The ballistic panels shall have the NIJ mark on the label.

- 4.3.6. K-9 Ballistic-resistant Vest:** There is no NIJ standard or Compliance Testing Program for K-9 body armor.
- 4.3.7. K-9 Stab-resistant Vest:** There is no NIJ standard or Compliance Testing Program for K-9 body armor.
- 4.3.8.K-9 Combination Vest:** There is no NIJ standard or Compliance Testing Program for K-9 body armor.
- 4.3.9. Ballistic-resistant Helmets:** There is no NIJ Compliance Testing Program for ballistic-resistant helmets. The standard used for ballistic-resistant helmets (not including face shields) is NIJ Standard-0106.01, and the standard used for ballistic-resistant face shields is NIJ Standard-0108.01 (standard for ballistic-resistant materials).
- 4.3.10. Ballistic-resistant Shields:** There is no NIJ Compliance Testing Program for ballistic-resistant shields. The standard historically used for ballistic shields is NIJ Standard-0108.01 (for ballistic-resistant materials).
- 4.3.11. Carriers:** Carriers are an integral part of a vest (providing no ballistic protection), and some types of carriers are: concealable, uniform, short and tactical.
- 4.3.12. Accessories:**
- a) Ballistic-resistant:** NIJ does not certify ballistic-resistant accessories.
    - 1. Trauma pack and trauma plate
    - 2. Insert (soft armor or hard armor)
    - 3. Groin, yoke, bicep, collar and throat protectors
  - b) Non-ballistic-resistant**
    - 1. Pouches
    - 2. Replacement carrier straps
    - 3. ID patches
    - 4. Carry bags for concealable vest, tactical vest, shield, and helmet
    - 5. Helmet equipment rails, pads, and retention/suspension system
    - 6. Shield lights, shoulder straps, logos

#### **4.4. Current Awarded Categories**

- 4.4.1.** As new products are made available; Contractor may submit these products for consideration by the Lead State. Only products that are new models (i.e., having different materials and/or construction) will be considered. Contractor may submit new products once per quarter by the 1st day of the quarter, and final approval of new products is at the discretion of the Lead State. New approved products will be listed on the website in a timely manner. For new products submitted after the first of the quarter or having errors in the submission, approval may be delayed.
- 4.4.2.** Contractor has only approved products and approved product categories as listed in Exhibit A. New products if approved will be listed in Exhibit A.
- 4.4.3.** Contractor shall notify the Lead State when products previously approved are suspended or removed from the NIJ CPL (e.g., NIJ Safety Notice or NIJ Advisory Notice issued).

#### 4.5. Product Specifications

- 4.5.1. Body Armor and Ballistic-Resistant Products must be ordered new and unused, and shall not contain re-used/remanufactured or re-purposed components.
- 4.5.2. Body Armor and Ballistic-Resistant Products that are listed on an NIJ CPL shall be constructed identically to the original model tested and certified to comply with the NIJ standards referenced in this solicitation. For body armor and ballistic-resistant products not certified by NIJ, the vendor shall specify the standard(s) and threats against which the product was tested, shall provide attestation of compliance with the standard(s), and shall provide (upon request of the Lead State or purchaser) the test report.
- 4.5.3. All materials and construction shall be the same as reported to NIJ in the "Build Sheet", which lists the materials and construction for the model.
- 4.5.4. Workmanship shall be first quality, with no defects that might affect performance, wear-ability, or durability of the vest.
- 4.5.5. Products intended to be worn by end users shall not be "bulk ordered" inventory, nor substantially tailored or modified "off the shelf" items to fit personnel as needed, since altering products could potentially change the performance aspects originally tested under NIJ Compliance Testing Program.
- 4.5.6. Each product intended to be worn by end users shall be made to professionally conducted measurements intended to fit a specific individual. Under no circumstances shall measurements result in a product that does not properly fit and/or provide adequate protective coverage for that individual.
- 4.5.7. All vest measurements must be made according to vendor procedures and take into account all clearances of panels and duty belts as described in the most recent version of ASTM E3003, *Standard Practice for Measurement of Body Armor Wearers and Fitting of Armor*.
- 4.5.8. Available sizes for soft armor vests (handgun protection) shall be consistent with the NIJ Compliance Testing Program requirements for the size range listed on the NIJ CPL.
- 4.5.9. All Body Armor Products that include the option of additional trauma packs, trauma plates, or inserts shall have the pocket/holder securely attached to keep the inserts in position while worn.
- 4.5.10. All fasteners, including hook and pile (Velcro), non-directional snaps, webbing, side release buckles, fastex buckles, and zippers, shall be the same or similar color, as approved by the Purchasing Entity, as the carrier.
- 4.5.11. The label shall withstand normal wear and cleaning and shall remain legible and attached throughout the entire warranted life of the 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, as updated or amended. This shall include the following:
- a) Name of Contractor.
  - b) Location of Contractor.
  - c) Model designation from the relevant NIJ CPL (The model designation number shall match the submitted price list and letter of certification.)
  - d) Level of protection

- e) The identifier for the relevant NIJ Standard, such as NIJ Standard- 0101.06, NIJ Standard- 0101.07 or NIJ Standard-0115.00 or NIJ Standard- 0115.01 (Combination armor shall indicate both).
- f) Completed manufacturing date
- g) Lot number.
- h) Unique serial number.
- i) Brand name and catalog number.
- j) A "Property of" space so Purchasing Entity can enter an agency or officer name.
- k) Basic care and maintenance instructions.
- l) Size of product.

**4.5.12.** Contractor, agent, and/or distributor must have the serial numbers stored in a readily accessible database.

**4.5.13.** Ballistic-resistant components must have at least a 5-year Awarded Contractor's warranty.

**4.5.14.** All carriers must have at least an 18-month Contractor's warranty. Reference Exhibit C for warranty detail.

**4.5.15.** Warranty periods specified shall begin when Body Armor Products are delivered and accepted following inspection by Purchasing Entity.

**4.5.16.** All fastener's, including hook and pile (Velcro<sup>®</sup>), non-directional snaps, webbing, side release buckles, fastex buckles, and zippers, shall be the same or similar color, as approved by the Purchasing Entity, as the carrier.

#### **4.6. Product Recycling**

**4.6.1.** For Ballistic panel and other product recycling details for Contractor see Exhibit C.

### **5. ADMINISTRATION OF ORDERS**

#### **5.1. Ordering and Invoicing Specifications**

- 5.1.1.** All items subject to NIJ compliance testing must be listed on the NIJ CPL with a model status of "active" on the date the Order is placed. Items not subject to NIJ compliance testing shall have evidence of compliance with an appropriate standard. (See section 4.4.2)
- 5.1.2.** All sizing, measurements, and final fitting shall be done at no expense to, and shall be scheduled at the convenience of, the Purchasing Entity.
- 5.1.3.** All orders regardless of quantity shall be delivered to Purchasing Entities within sixty (60) calendar days after Contractor receipt of order.
- 5.1.4.** Body Armor improperly fitted to an individual shall be adjusted or replaced and delivered to the individual within thirty (30) calendar days by the Contractor at no expense to the Purchasing Entity.
- 5.1.5.** Product invoice shall contain at a minimum:
  - 5.1.5.1. Name of Purchasing Entity
  - 5.1.5.2. Master Agreement Number
  - 5.1.5.3. Name, phone number and address of Purchasing Entity
  - 5.1.5.4. Order date



- 5.1.5.5. Description of product ordered
- 5.1.5.6. NIJ CPL model designation and threat level.
- 5.1.5.7. Serial number
- 5.1.5.8. Price
- 5.1.5.9. Any additional information required by the Purchasing Entity.

- 5.1.6. Master Agreement Order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- 5.1.7. Contractor shall accept procurement credit cards as a form of payment from Purchasing Entity, with no additional charge or fee assessed.
- 5.1.8. Contractor shall provide a centralized billing option, upon request, and at the discretion of a Participating State or Entity.
- 5.1.9. Distributor may invoice the Purchasing Entity directly, unless otherwise specified in a Participating Addendum.
- 5.1.10. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of Products, and/or Services contemplated by this Master Agreement.
- 5.1.11. Contractor shall not begin work without a valid purchase order or other appropriate commitment document compliant with the law of the Purchasing Entity.
- 5.1.12. Orders must be placed consistent with the terms of this Master Agreement, and only during the term of this Master Agreement.
- 5.1.13. All communications concerning administration of Orders placed shall be furnished solely to the authorized individual within the Purchasing Entity's location, or to such other individual identified in writing in the Order.
- 5.1.14. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 240 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- 5.1.15. All deliveries must be FOB Destination; freight prepaid by the Contractor to the Purchasing Entity's specified location. Responsibility and liability for loss or damage for all orders will remain with the Contractor until final inspection and acceptance, when responsibility will pass to the Purchasing Entity, except the responsibility for latent defects, fraud, and the warranty obligations.
- 5.1.16. The delivery days and delivery hours shall be established by each individual Purchasing Entity.

## 5.2. Payment

Payment for completion of a Contract Order is normally made within thirty (30) days following the date the entire Order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45) days, the Contractor may assess overdue account charges up to a maximum rate of one (1) percent per month on the outstanding balance.

## 6. GENERAL PROVISIONS

### 6.1. Insurance

- 6.1.1.** Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option; result in termination of its Participating Addendum.
- 6.1.2.** Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:
- a) Commercial General Liability covering premises operations, Independent Contractors, Products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence, \$2 million general aggregate, \$2 million Products and completed operations aggregate and \$50,000 and any one fire. If any aggregate limit is reduced below \$2,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the Participating Entity, a certificate or other document satisfactory to the Participating Entity, showing compliance with this provision.
  - b) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
  - c) Automobile Liability covering any auto (including owned, hired and non-owned), with a minimum limit of \$1,000,000 each accident combined single limit.
  - d) Protected Information Liability covering all loss of State Confidential Information, such as PII, PCI, PHI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate.
  - e) Crime insurance including employee dishonesty coverage with minimum limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate.
- 6.1.3.** Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.
- 6.1.4.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that:
- a) Names the Participating States identified in the Request for Proposal as additional insured's, and;
  - b) Provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.
- 6.1.5.** Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within seven (7) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase

Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within fifteen (15) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

**6.1.6. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Order.**

**6.2. Records Administration and Audit**

**6.2.1.** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or Orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any Order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

**6.2.2.** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of this Master Agreement or Orders, or underpayment of fees found as a result of the examination of the Contractor's records.

**6.2.3.** The rights and obligations herein right exist in addition to any quality assurance obligation in this Master Agreement requiring the Contractor to self-audit Contract obligations and that permits the Lead State to review compliance with those obligations.

**6.3. Confidentiality, Non-Disclosure, and Injunctive Relief**

**6.3.1. Confidentiality.** Contractor acknowledges that it and its employees or Authorized Dealers may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or Authorized Dealers in the performance of this Master Agreement, including, but not necessarily limited to:

a) Any Purchasing Entity's records;

b) Personnel records;

c) Information concerning individuals is Confidential Information of Purchasing Entity. Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that:

i) Is or becomes (other than by disclosure by Contractor) publicly known;

- ii) Is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement;
- iii) Is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement;
- iv) Is obtained from a source other than Purchasing Entity without the obligation of confidentiality;
- v) Is disclosed with the written consent of Purchasing Entity; or
- vi) Is independently developed by employees, Dealers or Subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

**6.3.2. Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and Distributors of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

**6.3.3. Injunctive Relief.** Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

**6.3.4. Purchasing Entity Law.** These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

**6.3.5.** The rights granted to Purchasing Entities, and the Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to §6.2 (Records Administration and Audit). To the extent permitted by law, Contractor shall notify the Lead State of any entity seeking access to the Confidential Information described in this subsection.

**6.4. License of Pre-Existing Intellectual Property**

Contractor grants to the Purchasing Entity a non-exclusive, perpetual, irrevocable, unlimited license to use, modify, or dispose of the Intellectual Property and its derivatives, used or delivered under this Master Agreement, but not created under it (“Pre-existing Intellectual Property”). The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Purchasing Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

**6.5. Public Information**

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity’s public information laws.

**6.6. Assignment/Subcontracts**

**6.6.1.** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

**6.6.2.** The Lead State reserves the right to assign any rights or duties, including written assignment of Contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

**6.7. Changes in Contractor Representation**

The Contractor must notify the Lead State of changes in the Contractor’s Key Personnel, in writing within ten (10) calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor’s proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed in the Contractor’s proposal.

**6.8. Independent Contractor**

**6.8.1.** Contractor shall perform duties as an Independent Contractor, and not as an employee. Neither the Contractor nor any employee or Authorized Dealer of the Contractor, shall be or deemed to be an employee of the Lead State, NASPO ValuePoint, and/or any Participating State or Entity.

**6.8.2.** Contractor acknowledges that its employees are not entitled to unemployment insurance benefits unless the Contractor or a Third Party provides such coverage, and that the Lead State, NASPO ValuePoint and any Participating State or Entity does not pay for or otherwise provide such coverage.

**6.8.3.** Contractor shall have no authority to bind the Lead State, NASPO ValuePoint and any Participating State or Entity to any agreements, liability, or understanding except as may be expressly set forth in this Master Agreement, Participating Addendum or an Order.

**6.9. Force Majeure**

Neither party to this Master Agreement 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. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of this Master Agreement.

**6.10. Defaults and Remedies**

**6.10.1.** The occurrence of any of the following events shall be an event of default under this Master Agreement:

- a) Nonperformance of contractual requirements; or

- b) A material breach of any term or condition of this Master Agreement; or
- c) Any certification, representation or warranty by Contractor in this Master Agreement that proves to be untrue or materially misleading; or
- d) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- e) Any default specified in another section of this Master Agreement.

**6.10.2.** Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of thirty (30) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part, if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis.

**6.10.3.** If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

- a) Exercise any remedy provided by law;
- b) Terminate this Master Agreement and any related Contracts or portions thereof;
- c) Impose liquidated damages as provided in this Master Agreement;
- d) Suspend Contractor from being able to respond to future Solicitations;
- e) Suspend Contractor's performance; and
- f) Withhold payment until the default is remedied.

**6.10.4.** Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in this Master Agreement, in addition to those set forth in its Participating Addendum.

**6.10.5.** Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

#### **6.11. Waiver of Breach**

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or an Order.

#### **6.12. 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. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

### **6.13. Indemnification**

**6.13.1.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or Subcontractors or volunteers, at any tier, relating to the performance under this Master Agreement.

**6.13.2. Indemnification – Intellectual Property.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

**6.13.3.** The Contractor's obligations under this section shall not extend to any combination of the Product with any other Product, system or method, unless the Product, system or method is:

- a) Provided by the Contractor or the Contractor's subsidiaries or affiliates;
- b) Specified by the Contractor to work with the Product;
- c) Reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available Product, system or method capable of performing the same function; or
- d) It would be reasonably expected to use the Product in combination with such Product, system or method.

**6.13.4.** The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

### **6.14. No Waiver of Sovereign Immunity**

**6.14.1.** In no event shall this Master Agreement, any Participating Addendum or any Contract or any Purchase Order issued thereunder, or any act of a Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental

immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

**6.14.2.** This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

**6.15. Governing Law and Venue**

**6.15.1.** The construction and effect of this Master Agreement shall be governed by the laws of the Lead State. Venue for any administrative or judicial action relating to this Master Agreement shall be in the City and County of Denver, Colorado.

**6.15.2.** The construction and effect of any Participating Addendum or Order against this Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

**6.15.3.** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): The Lead State for claims relating to the procurement, evaluation, award, or Contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

**6.16. Assignment of Antitrust Rights**

Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any Goods or Services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.


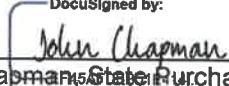
**6.17. Contract Provisions for Orders Utilizing Federal Funds**

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.



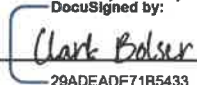
**THE PARTIES HERETO HAVE EXECUTED THIS MASTER AGREEMENT**

**\* Individual signing for Contractor hereby swears and affirms that they are authorized to act on Contractor's behalf and acknowledge that the Lead State is relying on their representations to that effect.**

<b>CONTRACTOR</b> <b>GH Armor Systems Inc.</b>	<b>STATE OF COLORADO</b> <b>Jared Polis, Governor</b> Department of Personnel & Administration State Purchasing & Contracts Office Kara Veitch, Executive Director
By: Chris Grado Title: General Manager/VP DocuSigned by:  By: _____ Signature B27f0c1a46e	By: _____  John Chapman, State Purchasing Manager
Date: 11/9/2020	Date: 11/10/2020

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

**CRS §24-30-202 requires the State Controller to approve all State Contracts. This Master Agreement 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.**

<b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b> DocuSigned by:  By: _____ Signature 29ADEADE71B5433...
Date: 11/10/2020

**EXHIBIT A, PRODUCT AND PRICE LISTS**

Separate attachment

**EXHIBIT B, AGENTS AND DISTRIBUTORS BY STATE**

Separate attachment

**EXHIBIT C, WARRANTY AND RECYCLING PLAN**

Separate attachment

**EXHIBIT D, NASPO VALUEPOINT DETAILED SALES REPORTING TEMPLATE**

Separate attachment

### EXHIBIT E, CONTRACTOR ATTESTATION

**Individual signing for Contractor hereby swears and affirms that they are authorized to act on Contractor's behalf and acknowledge that the Lead State is relying on their representations to that effect.**

Contractor

By: \_\_\_\_\_

DocuSigned by:  
  
B2710 Signature

Date: 11/9/2020

For each shield and helmet listed in Exhibit A.

GH Armor Systems Inc. attests that the SHB4 Series ballistic-resistant shield listed in Exhibit A (Product and Price Lists) is in compliance with NIJ Standard 0108.01 when tested with the NIJ ballistic test threats from NIJ Standard 0108.01, Type III-A, and that the products being sold under this contract are the same ballistic material and design as the test samples evaluated in the provided test report: Job No 2080-168 Shield SHB4 Level IIIA Test Date 24-May-2017

GH Armor Systems Inc. attests that the HB2 Series ballistic-resistant helmet listed in Exhibit A (Product and Price Lists) is in compliance with NIJ Standard 0106.01 when tested with the NIJ ballistic test threats from NIJ Standard 0101.06, Level IIIA, and that the products being sold under this contract are the same ballistic material and design as the test samples evaluated in the provided test report: Record No SAF13197 Helmet HB2 Level IIA Test Date 3/20/2019

**GH Armor Systems Inc.**  
**Exhibit A Awarded Product Category**

- **Ballistic-resistant Vest (including carrier):**
  - Handgun protection, Level IIA, male/neutral and female
  - Handgun protection, Level II, male/neutral and female
  - Handgun protection, Level IIIA, male/neutral and female
- **Ballistic-resistant Rifle Plates (including carrier):**
  - Rifle protection, Level III, male/neutral
  - Rifle protection, Level IV, male/neutral
- **Ballistic-resistant Stand-alone Plate:**
  - Rifle protection, Level III, male/neutral
  - Rifle protection, Level IV, male/neutral
- **Stab-Resistant Vest (including carrier):**
  - Spike protection, 1/Spike, male/neutral
  - Spike protection, 2/Spike, male/neutral
  - Spike protection, 3/Spike, male/neutral
- **Combination Vest (including carrier): Handgun – spike protection, Level II-2/Spike, male/neutral**
- **K-9 Vest: Handgun protection, Level IIIA**
- **Ballistic-resistant helmet: Handgun protection, Level IIIA**
- **Ballistic-resistant shield: Handgun protection, Level IIIA**
- **Non-market basket items: Trauma Pack, Trauma Plate, Insert, Protector (groin, shoulder, throat, etc.), Carriers, Pouches, Replacement Vest Straps, ID Patches, Carry Bags, Face Shields, Helmet Accessories, Shield LED Lights, Shield Accessories, Other Accessories**

**Exhibit A - PRODUCT AND PRICE**

Vendor Name: GH Armor Systems Inc.

**MARKET BASKET ITEMS**

Product	Type	Manufacturer (Brand and Series)	Manufacturer Catalog #	NIJ - CPL Model Designation	Gender (M=Male, N=Neutral, F=Female)	NIJ Standard(s)	Threat Level	MSRP	BID Price	% Discount
Ballistic-resistant Vest (including carrier)	Handgun Protection	GH Ethos II EX02	GH-EX02-II-M Incl GH-LPC	BA-2000S-SX03	M	0101.06	II	\$1,564.00	\$907.12	42.000%
Ballistic-resistant Vest (soft armor panels only, no carrier)	Handgun Protection	GH Ethos II EX02	GH-EX02-II-M	BA-2000S-SX03	M	0101.06	II	\$1,425.00	\$826.50	42.000%
Ballistic-resistant Vest (including carrier)	Handgun Protection	GH Ethos II EX02	GH-EX02-II-F Incl GH-LPC	BA-2000S-SX03F	F	0101.06	II	\$1,564.00	\$907.12	42.000%
Ballistic-resistant Vest (soft armor panels only, no carrier)	Handgun Protection	GH Ethos II EX02	GH-EX02-II-F	BA-2000S-SX03F	F	0101.06	II	\$1,425.00	\$826.50	42.000%
Ballistic-resistant Vest (including carrier)	Handgun Protection	GH Ethos II EX02	GH-EX02-II-N Incl GH-LPC	BA-2000S-SX03	N	0101.06	II	\$1,564.00	\$907.12	42.000%
Ballistic-resistant Vest (soft armor panels only, no carrier)	Handgun Protection	GH Ethos II EX02	GH-EX02-II-N	BA-2000S-SX03	N	0101.06	II	\$1,425.00	\$826.50	42.000%
Ballistic-resistant Vest (including carrier)	Handgun Protection	GH Helix II HX02	GH-HX02-II-M Incl GH-LPC	GPALII-2	M	0101.06	II	\$1,255.00	\$727.90	42.000%
Ballistic-resistant Vest (soft armor panels only, no carrier)	Handgun Protection	GH Helix II HX02	GH-HX02-II-M	GPALII-2	M	0101.06	II	\$1,116.00	\$647.28	42.000%
Ballistic-resistant Vest (including carrier)	Handgun Protection	GH Helix II HX02	GH-HX02-II-F Incl GH-LPC	GPALII-2-F5	F	0101.06	II	\$1,255.00	\$727.90	42.000%
Ballistic-resistant Vest (soft armor panels only, no carrier)	Handgun Protection	GH Helix II HX02	GH-HX02-II-F	GPALII-2-F5	F	0101.06	II	\$1,116.00	\$647.28	42.000%
Ballistic-resistant Vest (including carrier)	Handgun Protection	GH Helix II HX02	GH-HX02-II-N Incl GH-LPC	GPALII-2	N	0101.06	II	\$1,255.00	\$727.90	42.000%
Ballistic-resistant Vest (soft armor panels only, no carrier)	Handgun Protection	GH Helix II HX02	GH-HX02-II-N	GPALII-2	N	0101.06	II	\$1,116.00	\$647.28	42.000%
Ballistic-resistant Vest (including carrier)	Handgun Protection	GH LiteX II LX02	GH-LX02-II-M Incl GH-LPC	GPBII-3	M	0101.06	II	\$1,097.00	\$636.26	42.000%
Ballistic-resistant Vest (soft armor panels only, no carrier)	Handgun Protection	GH LiteX II LX02	GH-LX02-II-M	GPBII-3	M	0101.06	II	\$958.00	\$555.64	42.000%
Ballistic-resistant Vest (including carrier)	Handgun Protection	GH LiteX II LX02	GH-LX02-II-F Incl GH-LPC	GPBII-3-F3	F	0101.06	II	\$1,097.00	\$636.26	42.000%
Ballistic-resistant Vest (soft armor panels only, no carrier)	Handgun Protection	GH LiteX II LX02	GH-LX02-II-F	GPBII-3-F3	F	0101.06	II	\$958.00	\$555.64	42.000%
Ballistic-resistant Vest (including carrier)	Handgun Protection	GH LiteX II LX02	GH-LX02-II-N Incl GH-LPC	GPBII-3	N	0101.06	II	\$1,097.00	\$636.26	42.000%
Ballistic-resistant Vest (soft armor panels only, no carrier)	Handgun Protection	GH LiteX II LX02	GH-LX02-II-N	GPBII-3	N	0101.06	II	\$958.00	\$555.64	42.000%
Ballistic-resistant Vest (including carrier)	Handgun Protection	GH ProX II PX03	GH-PX03-II-M Incl GH-LPC	BA-2000S-MR01	M	0101.06	II	\$932.00	\$549.94	42.000%
Ballistic-resistant Vest (soft armor panels only, no carrier)	Handgun Protection	GH ProX II PX03	GH-PX03-II-M	BA-2000S-MR01	M	0101.06	II	\$793.00	\$459.94	42.000%
Ballistic-resistant Vest (including carrier)	Handgun Protection	GH ProX II PX03	GH-PX03-II-F Incl GH-LPC	BA-2000S-MR01F	F	0101.06	II	\$932.00	\$549.94	42.000%
Ballistic-resistant Vest (soft armor panels only, no carrier)	Handgun Protection	GH ProX II PX03	GH-PX03-II-F	BA-2000S-MR01	F	0101.06	II	\$793.00	\$459.94	42.000%
Ballistic-resistant Vest (including carrier)	Handgun Protection	GH ProX II PX03	GH-PX03-II-N Incl GH-LPC	BA-2000S-MR01	N	0101.06	II	\$932.00	\$549.94	42.000%
Ballistic-resistant Vest (soft armor panels only, no carrier)	Handgun Protection	GH ProX II PX03	GH-PX03-II-N	BA-2000S-MR01	N	0101.06	II	\$793.00	\$459.94	42.000%
Ballistic-resistant Vest (including carrier)	Handgun Protection	GH Ethos IIIA EX02	GH-EX02-IIIA-M Incl GH-LPC	BA-3A00S-SX03	M	0101.06	IIIA	\$1,954.00	\$1,133.32	42.000%
Ballistic-resistant Vest (soft armor panels only, no carrier)	Handgun Protection	GH Ethos IIIA EX02	GH-EX02-IIIA-M	BA-3A00S-SX03	M	0101.06	IIIA	\$1,815.00	\$1,052.70	42.000%
Ballistic-resistant Vest (including carrier)	Handgun Protection	GH Ethos IIIA EX02	GH-EX02-IIIA-F Incl GH-LPC	BA-3A00S-SX03F	F	0101.06	IIIA	\$1,954.00	\$1,133.32	42.000%
Ballistic-resistant Vest (soft armor panels only, no carrier)	Handgun Protection	GH Ethos IIIA EX02	GH-EX02-IIIA-F	BA-3A00S-SX03F	F	0101.06	IIIA	\$1,815.00	\$1,052.70	42.000%
Ballistic-resistant Vest (including carrier)	Handgun Protection	GH Ethos IIIA EX02	GH-EX02-IIIA-N Incl GH-LPC	BA-3A00S-SX03	N	0101.06	IIIA	\$1,954.00	\$1,133.32	42.000%
Ballistic-resistant Vest (soft armor panels only, no carrier)	Handgun Protection	GH Ethos IIIA EX02	GH-EX02-IIIA-N	BA-3A00S-SX03	N	0101.06	IIIA	\$1,815.00	\$1,052.70	42.000%
Ballistic-resistant Vest (including carrier)	Handgun Protection	GH Helix IIIA HX03	GH-HX03-IIIA-F Incl GH-LPC	GPXIIIA-F	F	0101.06	IIIA	\$1,521.00	\$882.18	42.000%
Ballistic-resistant Vest (soft armor panels only, no carrier)	Handgun Protection	GH Helix IIIA HX03	GH-HX03-IIIA-F	GPXIIIA-F	F	0101.06	IIIA	\$1,382.00	\$801.56	42.000%
Ballistic-resistant Vest (including carrier)	Handgun Protection	GH Helix IIIA HX04	GH-HX04-IIIA-M Incl GH-LPC	GPXIIIA-M	M	0101.06	IIIA	\$1,521.00	\$882.18	42.000%
Ballistic-resistant Vest (soft armor panels only, no carrier)	Handgun Protection	GH Helix IIIA HX04	GH-HX04-IIIA-M	GPXIIIA-M	M	0101.06	IIIA	\$1,382.00	\$801.56	42.000%
Ballistic-resistant Vest (including carrier)	Handgun Protection	GH Helix IIIA HX04	GH-HX04-IIIA-N Incl GH-LPC	GPXIIIA-N	N	0101.06	IIIA	\$1,521.00	\$882.18	42.000%
Ballistic-resistant Vest (soft armor panels only, no carrier)	Handgun Protection	GH Helix IIIA HX04	GH-HX04-IIIA-N	GPXIIIA-N	N	0101.06	IIIA	\$1,382.00	\$801.56	42.000%
Ballistic-resistant Vest (including carrier)	Handgun Protection	GH LiteX IIIA LX02	GH-LX02-IIIA-M Incl GH-LPC	GPBIIIA-2	M	0101.06	IIIA	\$1,255.00	\$727.90	42.000%
Ballistic-resistant Vest (soft armor panels only, no carrier)	Handgun Protection	GH LiteX IIIA LX02	GH-LX02-IIIA-M	GPBIIIA-2	M	0101.06	IIIA	\$1,116.00	\$647.28	42.000%
Ballistic-resistant Vest (including carrier)	Handgun Protection	GH LiteX IIIA LX02	GH-LX02-IIIA-F Incl GH-LPC	GPBIIIA-3-F	F	0101.06	IIIA	\$1,255.00	\$727.90	42.000%
Ballistic-resistant Vest (soft armor panels only, no carrier)	Handgun Protection	GH LiteX IIIA LX02	GH-LX02-IIIA-F	GPBIIIA-3-F	F	0101.06	IIIA	\$1,116.00	\$647.28	42.000%
Ballistic-resistant Vest (including carrier)	Handgun Protection	GH LiteX IIIA LX02	GH-LX02-IIIA-N Incl GH-LPC	GPBIIIA-2	N	0101.06	IIIA	\$1,255.00	\$727.90	42.000%
Ballistic-resistant Vest (soft armor panels only, no carrier)	Handgun Protection	GH LiteX IIIA LX02	GH-LX02-IIIA-N	GPBIIIA-2	N	0101.06	IIIA	\$1,116.00	\$647.28	42.000%
Ballistic-resistant Vest (including carrier)	Handgun Protection	GH ProX IIIA PX02	GH-PX02-IIIA-M Incl GH-LPC	GPCIIIA-2	M	0101.06	IIIA	\$928.00	\$538.24	42.000%
Ballistic-resistant Vest (soft armor panels only, no carrier)	Handgun Protection	GH ProX IIIA PX02	GH-PX02-IIIA-M	GPCIIIA-2	M	0101.06	IIIA	\$789.00	\$457.62	42.000%
Ballistic-resistant Vest (including carrier)	Handgun Protection	GH ProX IIIA PX02	GH-PX02-IIIA-N Incl GH-LPC	GPCIIIA-2	N	0101.06	IIIA	\$928.00	\$538.24	42.000%
Ballistic-resistant Vest (soft armor panels only, no carrier)	Handgun Protection	GH ProX IIIA PX02	GH-PX02-IIIA-N	GPCIIIA-2	N	0101.06	IIIA	\$789.00	\$457.62	42.000%
Ballistic-resistant Vest (including carrier)	Handgun Protection	GH ProX IIIA PX03	GH-PX03-IIIA-M Incl GH-LPC	BA-3A00S-MR01	M	0101.06	IIIA	\$1,040.00	\$603.20	42.000%
Ballistic-resistant Vest (soft armor panels only, no carrier)	Handgun Protection	GH ProX IIIA PX03	GH-PX03-IIIA-M	BA-3A00S-MR01	M	0101.06	IIIA	\$901.00	\$522.58	42.000%
Ballistic-resistant Vest (including carrier)	Handgun Protection	GH ProX IIIA PX03	GH-PX03-IIIA-F Incl GH-LPC	BA-3A00S-MR01F	F	0101.06	IIIA	\$1,040.00	\$603.20	42.000%
Ballistic-resistant Vest (soft armor panels only, no carrier)	Handgun Protection	GH ProX IIIA PX03	GH-PX03-IIIA-F	BA-3A00S-MR01F	F	0101.06	IIIA	\$901.00	\$522.58	42.000%
Ballistic-resistant Vest (including carrier)	Handgun Protection	GH ProX IIIA PX03	GH-PX03-IIIA-N Incl GH-LPC	BA-3A00S-MR01	N	0101.06	IIIA	\$1,040.00	\$603.20	42.000%
Ballistic-resistant Vest (soft armor panels only, no carrier)	Handgun Protection	GH ProX IIIA PX03	GH-PX03-IIIA-N	BA-3A00S-MR01	N	0101.06	IIIA	\$901.00	\$522.58	42.000%



K-9 Vest	Ballistic, Stab, or Comb.	GH K9	GH-K9-VEST-II	N/A	N/A	0101.06	II	\$1,566.00	\$908.28	42.00%
K-9 Vest	Ballistic, Stab, or Comb.	GH K9	GH-K9-VEST-III	N/A	N/A	0101.06	III	\$1,726.00	\$1,001.08	42.00%
Ballistic Shields	Handgun or Rifle Protection	GH SHB4	GH-SHB4-FC-18X30-HH	N/A	N/A	0108.01	III	\$3,100.00	\$1,798.00	42.00%
Ballistic Shields	Handgun or Rifle Protection	GH SHB4	GH-SHB4-FC-18X30-TG	N/A	N/A	0108.01	III	\$3,100.00	\$1,798.00	42.00%
Ballistic Shields	Handgun or Rifle Protection	GH SHB4	GH-SHB4-FC-18X30-HH-LED	N/A	N/A	0108.01	III	\$5,220.00	\$3,027.60	42.00%
Ballistic Shields	Handgun or Rifle Protection	GH SHB4	GH-SHB4-FC-18X30-TG-LED	N/A	N/A	0108.01	III	\$5,220.00	\$3,027.60	42.00%
Ballistic Shields	Handgun or Rifle Protection	GH SHB4	GH-SHB4-FC-20X34-HH	N/A	N/A	0108.01	III	\$3,310.00	\$1,919.80	42.00%
Ballistic Shields	Handgun or Rifle Protection	GH SHB4	GH-SHB4-FC-20X34-TG	N/A	N/A	0108.01	III	\$3,310.00	\$1,919.80	42.00%
Ballistic Shields	Handgun or Rifle Protection	GH SHB4	GH-SHB4-FC-20X34-HH-LED	N/A	N/A	0108.01	III	\$5,430.00	\$3,149.40	42.00%
Ballistic Shields	Handgun or Rifle Protection	GH SHB4	GH-SHB4-FC-20X34-TG-LED	N/A	N/A	0108.01	III	\$5,430.00	\$3,149.40	42.00%
Ballistic Shields	Handgun or Rifle Protection	GH SHB4	GH-SHB4-FC-24X36-HH	N/A	N/A	0108.01	III	\$3,575.00	\$2,073.50	42.00%
Ballistic Shields	Handgun or Rifle Protection	GH SHB4	GH-SHB4-FC-24X36-TG	N/A	N/A	0108.01	III	\$3,575.00	\$2,073.50	42.00%
Ballistic Shields	Handgun or Rifle Protection	GH SHB4	GH-SHB4-FC-24X36-HH-LED	N/A	N/A	0108.01	III	\$5,695.00	\$3,303.10	42.00%
Ballistic Shields	Handgun or Rifle Protection	GH SHB4	GH-SHB4-FC-24X36-TG-LED	N/A	N/A	0108.01	III	\$5,695.00	\$3,303.10	42.00%
Ballistic Shields	Handgun or Rifle Protection	GH SHB4	GH-SHB4-WC-24X36-HH	N/A	N/A	0108.01	III	\$3,680.00	\$2,134.40	42.00%
Ballistic Shields	Handgun or Rifle Protection	GH SHB4	GH-SHB4-WC-24X36-TG	N/A	N/A	0108.01	III	\$3,680.00	\$2,134.40	42.00%
Ballistic Shields	Handgun or Rifle Protection	GH SHB4	GH-SHB4-WC-24X36-HH-LED	N/A	N/A	0108.01	III	\$5,720.00	\$3,317.60	42.00%
Ballistic Shields	Handgun or Rifle Protection	GH SHB4	GH-SHB4-WC-24X36-TG-LED	N/A	N/A	0108.01	III	\$5,720.00	\$3,317.60	42.00%
Ballistic Shields	Handgun or Rifle Protection	GH SHB4	GH-SHB4-FC-24X48-HH	N/A	N/A	0108.01	III	\$4,370.00	\$2,534.60	42.00%
Ballistic Shields	Handgun or Rifle Protection	GH SHB4	GH-SHB4-FC-24X48-TG	N/A	N/A	0108.01	III	\$4,370.00	\$2,534.60	42.00%
Ballistic Shields	Handgun or Rifle Protection	GH SHB4	GH-SHB4-FC-24X48-HH-LED	N/A	N/A	0108.01	III	\$6,490.00	\$3,764.20	42.00%
Ballistic Shields	Handgun or Rifle Protection	GH SHB4	GH-SHB4-FC-24X48-TG-LED	N/A	N/A	0108.01	III	\$6,490.00	\$3,764.20	42.00%
Ballistic Helmet	Handgun Protection	GH HB2-ACH	GH-HB2-ACH-F	N/A	N/A	0106.01	III	\$787.00	\$456.46	42.00%
Ballistic Helmet	Handgun Protection	GH HB2-ACH	GH-HB2-ACH-F-RET	N/A	N/A	0106.01	III	\$831.00	\$481.98	42.00%
Ballistic Helmet	Handgun Protection	GH HB2-ACH	GH-HB2-ACH-M	N/A	N/A	0106.01	III	\$787.00	\$456.46	42.00%
Ballistic Helmet	Handgun Protection	GH HB2-ACH	GH-HB2-ACH-M-RET	N/A	N/A	0106.01	III	\$831.00	\$481.98	42.00%
Ballistic Helmet	Handgun Protection	GH HB2-ACH	GH-HB2-ACH-H	N/A	N/A	0106.01	III	\$787.00	\$456.46	42.00%
Ballistic Helmet	Handgun Protection	GH HB2-ACH	GH-HB2-ACH-H-RET	N/A	N/A	0106.01	III	\$831.00	\$481.98	42.00%

**NON-MARKET BASKET ITEMS**

Product	Type	Size	Gender (M=Male, N=Neutral, F=Female)	Threat Level	Minimum % Discount from MSRP (per each)
Trauma Pack	Soft	All	N/A	N/A	42.00%
Trauma Plate	Hard	All	N/A	N/A	42.00%
Insert	Soft or Hard	All	N/A	N/A	42.00%
Protector (groin, shoulder, throat, etc.)	Soft or Hard	All	N/A	All	42.00%
Carriers	Uniform, Concealable, Tactical	All	M, F, N	N/A	42.00%
Pouches	All	All	N/A	N/A	42.00%
Replacement Vest Straps	All	All	N/A	N/A	42.00%
ID Patches	All	All	N/A	N/A	42.00%
Carry Bags	Vest, Shield, Helmet	All	N/A	N/A	42.00%
Face Shields	All	All	N/A	N/A	42.00%
Helmet Accessories	All	N/A	N/A	N/A	42.00%
Shield LED Lights	All	All	N/A	N/A	42.00%
Shield Accessories	All	N/A	N/A	N/A	42.00%
Other Accessories	All	N/A	N/A	N/A	42.00%

Offeror must provide a list of all Agents/Distributors located in each state they are submitting a bid for.  
 Offeror must identify the areas covered by each Distributor by city or county.  
 Offeror may modify the document to add additional distributors if needed.  
 Offeror must identify each page with their company name.

**Manufacturer Identifying Information**

Manufacturer Name: GH Armor Systems Inc.  
 Address: 1 Sentry Drive, P.O. Box 280  
 City: Dover State: TN Zip: 37058  
 Primary Contact: Chris Grado, General Manager  
 Phone: 866-920-5940 Email: [customerservice@gharmorsystems.com](mailto:customerservice@gharmorsystems.com)  
 Website: [www.gharmorsystems.com](http://www.gharmorsystems.com)  
 FEIN: 20-4998424

Distributor/Agent (WEST VIRGINIA)  
Identify Distributor/Agents for measuring/fitting and order placement

Company Name: All American Uniform  
 Address: 231 Caney Branch  
 City: Chapmanville State: WV Zip: 25508  
 Primary Contact: Phyllis Spangler  
 Phone: 304-896-5015 Email: [aauniform@yahoo.com](mailto:aauniform@yahoo.com)  
 Website: N/A  
 FEIN: 82-3891477

Areas Covered: Entire State

Distributor/Agent (WEST VIRGINIA)  
Identify Distributor/Agents for measuring/fitting and order placement

Company Name: Phoenix Safety Outfitters  
 Address: 1619 Commerce Road  
 City: Springfield State: OH Zip: 45504  
 Primary Contact: Steve Harting  
 Phone: 937-546-3477 Email: [sharting@phoenixoutfitters.com](mailto:sharting@phoenixoutfitters.com)  
 Website: [www.phoenixoutfitters.com](http://www.phoenixoutfitters.com)  
 FEIN: 41-2241348

Areas Covered: Entire State



## Distributor/Agent (WEST VIRGINIA)

Identify Distributor/Agents for measuring/fitting and order placement

Company Name: Southern Police Equipment Co., Inc.  
 Address: 7609 Midlothian Tpk.  
 City: Richmond State: VA Zip: 23235  
 Primary Contact: Greg Ballengee  
 Phone: 804-323-1855 Email: [greg@southernpoliceequipment.com](mailto:greg@southernpoliceequipment.com)  
 Website: [www.southernpoliceequipment.com](http://www.southernpoliceequipment.com)  
 FEIN: 52-0939316

Areas Covered: Entire State

## Distributor/Agent (WEST VIRGINIA)

Identify Distributor/Agents for measuring/fitting and order placement

Company Name: STRACK, INC.  
 Address: 410 Albacore Drive  
 City: Yorktown State: VA Zip: 23692  
 Primary Contact: Stephanie Strack  
 Phone: 757-898-7281 Email: [stephanie@strack-inc.com](mailto:stephanie@strack-inc.com)  
 Website: [www.stracktactical.com](http://www.stracktactical.com)  
 FEIN: 45-5122582

Areas Covered: Entire State

## Distributor/Agent (WEST VIRGINIA)

Identify Distributor/Agents for measuring/fitting and order placement

Company Name: Trapuzzano's Uniforms  
 Address: 27 W. Chestnut St.  
 City: Washington State: PA Zip: 15301  
 Primary Contact: Joseph Trapuzzano  
 Phone: 724-222-8613 email: [tut@trapuzzanos.com](mailto:tut@trapuzzanos.com)  
 Website: [www.trapuzzanos.com](http://www.trapuzzanos.com)  
 FEIN: 25-145-0914

Areas Covered: Entire State

## Distributor/Agent (WEST VIRGINIA)

Identify Distributor/Agents for measuring/fitting and order placement

Company Name: Workingmans Store Inc  
 Address: 113 Putnam St.  
 City: Marietta State: OH Zip: 45750  
 Primary Contact: David Schramm  
 Phone: 740-373-5648 Email: [info@workingmanstore.com](mailto:info@workingmanstore.com)  
 Website: [www.workingmanstore.com](http://www.workingmanstore.com)  
 FEIN: 31-436 8115

Areas Covered: Entire State

## Distributor/Agent (WEST VIRGINIA)

Identify Distributor/Agents for measuring/fitting and order placement

Company Name: W.W. Grainger, Inc.  
 Address: 100 Grainger Parkway  
 City: Lake Forest State: IL Zip: 60045  
 Primary Contact: Eric Chichester  
 Phone: 412- 974-3967 Email: [Eric.Chichester@grainger.com](mailto:Eric.Chichester@grainger.com)  
 Website: [www.grainger.com](http://www.grainger.com)  
 FEIN: 36-1150280

Areas Covered: Entire State

## Distributor/Agent (WEST VIRGINIA)

Identify Distributor/Agents for measuring/fitting and order placement

Company Name: North American Rescue, LLC  
 Address: 35 Tedwall Court  
 City: Greer State: SC Zip: 29650  
 Primary Contact: Anthony Horton, Director Fire/EMS/Tactical Medicine  
 Phone: 864-675-9800 Email: [ahorton@narescue.com](mailto:ahorton@narescue.com)  
 Website: [www.narescue.com](http://www.narescue.com)  
 FEIN: 27-1030140

Areas Covered: Entire State

## Distributor/Agent (WEST VIRGINIA)

Identify Distributor/Agents for measuring/fitting and order placement

Company Name: MES/ Lawmen Supply  
 Address: 3330 New York Ave NE Suite 103 A  
 City: Washington DC State: Zip: 20002  
 Primary Contact: Jeff Schreiber  
 Phone: 240-508-1957 Email: [jeff.schreiber@lawmensupply.com](mailto:jeff.schreiber@lawmensupply.com)  
 Website: [www.lawmensupply.com](http://www.lawmensupply.com)  
 FEIN: 22-249-7167

Areas Covered: Entire State

## Exhibit C Warranty and Recycling

### Recycling

GH Armor has partnered with Davy Textiles of Statesville, North Carolina, to provide agencies a method of disposal for used soft armor panels with a documented chain of custody and certificate of destruction. Disposal is free of charge and the agency is responsible only for freight charges to the disposal location for quantities of 250 panel sets or less. The soft armor panels will be destroyed and recycled for use in non-ballistic commercial products and a certificate of destruction with serial number tracking will be provided to the agency.

To participate in the recycling program:

- Submit a request for destruction via email to [customerservice@gharmorsystems.com](mailto:customerservice@gharmorsystems.com).
- A form will be provided for additional details; return completed form to CustomerService.
- Disposal of soft armor panels is free of charge.
- Agency is responsible for freight for requests of less than 250 soft armor panelsets.
- GH shall provide pickup free of charge for requests of more than 250 soft armor panel sets.
- Within four weeks, Davy Textiles will provide the agency with confirmation of receipt and certificate of destruction, including serial number tracking, dependent on provision of serial numbers by the requesting agency.

Note: GH Armor is not affiliated with Davy Textiles or liable for any services provided by non-affiliated entities. Please contact Davy Textiles with any concerns before, during, or after processing to ensure satisfaction with the provided service.



### **IN-HOUSE CHAIN OF CUSTODY POLICY**

<b>Policy:</b>	Davy Textiles, Inc shall keep sufficient records of all movement and disposal of materials throughout the recycling process.
<b>Purpose:</b>	To ensure proper handling of product information and ensure product traceability.
<b>Scope:</b>	This procedure applies to all materials requiring a certificate of destruction.

### Warranty

GH Armor provides a 5-Year Limited Warranty on Ballistic and Spike Soft Armor Panels and an 18-Month Limited Warranty on Carriers against defects in material and workmanship for all orders placed under the NASPO Master Agreement, extended from the date of issue. Additional warranties not specified in Subsections 4.6.13 and 4.6.14 are not offered.

#### **SOFT ARMOR PANEL WARRANTY**

For a period of 5 years after the date of issue (which may be up to 1 year from the date of

## Exhibit C Warranty and Recycling

manufacture), GH Armor warrants that its soft armor panels shall be free from defects in material and workmanship. Soft armor panels should not be worn or used after the expiration of this warranty period. The above warranty does not apply to any soft armor panels that have been subjected to misuse, abuse, accident, neglect, unauthorized alteration, breakage, interruption, damage, improper storage or handling, or unauthorized repair or service.

### CARRIER WARRANTY

For a period of 18 months after the date of issue (which may be up to 1 year from the date of manufacture), GH Armor warrants that its carriers shall be free from defects in material and workmanship. The above warranty does not apply to any carriers that have been subjected to misuse, abuse, accident, neglect, unauthorized alteration, breakage, interruption, damage, improper storage or handling, or unauthorized repair or service.

### HARD ARMOR WARRANTY

For models with specifications indicating a 5 year warranty, for a period of 5 years after the date of issue (which may be up to 1 year from the date of shipment), GH Armor warrants that its hard armor plates shall be free from defects in material and workmanship. For models with specifications indicating a 10 year warranty, for a period of 10 years after the date of issue (which may be up to 1 year from the date of shipment), GH Armor warrants that its hard armor plates shall be free from defects in material and workmanship. Hard armor should not be worn or used after the expiration of this warranty period. The above warranty does not apply to any hard armor plates that have been subjected to misuse, abuse, accident, neglect, unauthorized alteration, breakage, interruption, damage, improper storage or handling, or unauthorized repair or service.