

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

Section 1: General Information for Bidding Manufacturers (Vendors)

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

1.1 BID INFORMATION AND DISTRIBUTION SYSTEM (BIDS) AND REGISTRATION

1.2 BACKGROUND AND CONTACT INFORMATION

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

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

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

This open competitive solicitation is intended to establish new price agreement awards with responsive Body Armor manufacturers having products listed under the most

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

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

Point of Contact/ Contract Administrator

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

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

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

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

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

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

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

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

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

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

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

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

F. Distributor/Agents:

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

G. Measurement and fit:

Each Body Armor product shall be manufactured to fit a specific individual following professional measurement. Manufacturer-authorized measurement and fit protocols shall be professionally conducted by manufacturer-designated distributors, dedicated sales representatives or agents. Body armor sample vests may be used to assist in establishing initial size and fit for individual officers, however, sample vests may not be used for final fittings. All sizing, measurements, and final fitting shall be done at no expense to the purchasing entity. Body armor improperly fitted to an individual wearer shall be adjusted or replaced and returned to the individual within thirty days (30) by the contractor at no expense to the purchasing entity.

H. Instruction

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

I. Designated Distributor/Agent Responsibilities

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

1.4 TERM OF THE CONTRACT

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

1.5 NUMBER OF AWARDS

The State of Colorado intends to make award(s) to responsive manufacturers capable of fulfilling the anticipated Body Armor needs for participating state ordering entities. However, should the State of Colorado determine at any time during the term of the resulting contract(s) that the number of awarded manufacturers is not adequate to properly fill these needs the State of Colorado reserves the right to re-issue a

solicitation and make additional awards as necessary. If the solicitation is re-issued, bidders who have contracts in good standing will not be required to respond.

1.6 BID SUBMISSION

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

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

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

1.7 BIDDER RESPONSE

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

- a. Company documentation providing historical evidence of business experience manufacturing Body Armor products. Include business cards, telephone directory listing, or other documentary evidence showing the existence of the business. This shall also include all related historical experience of the principal personnel involved in the body armor industry for a minimum period of three years prior to bid submission (see Bidder Qualifications below).

- b. Proof of Insurance coverage as outlined in this solicitation in accordance with State of Colorado Standard Bids Terms and Conditions. Awarded bidders must submit a certificate of insurance within 10 business days of award that specifically notes as additional insured the State of Colorado and its authorized Agencies, Institutions of Higher Education, and Political Subdivisions utilizing the awarded WSCA Body Armor price agreement; this will also extend to include other States and their authorized users through written WSCA Participating Addendum.
- c. ALL bid responses must include the following items in addition to the SIGNED Cover Sheet.
 - 1. A summary letter (not to exceed 5 pages) on manufacturer's letterhead, summarizing required information, experience, etc., (refer to #6 below, Bidder Qualifications)
 - 2. A completed checklist initialed and signed by an authorized representative (officer) of the bidding manufacturer.
 - 3. Proof of insurance, as specified.
 - 4. Completed Pricing Response sheet
 - 5. Body Armor required NIJ-CTP information (per offered model)
 - 6. Bidder Qualifications:

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

- i. Company certifications and affiliations:

Bidding vendors must submit the following documents with their response:

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

- ii. Company experience:

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

- a. A statement relating the historical development of the manufacturer's organization, which demonstrates that the bidder has continuously, for at least three (3) years, provided similar sales, distribution and related services as indicated in this IFB. If there have been mergers, sales, or acquisition of assets in whole or in part, these are to be clearly noted.
 - b. Bidders must identify the location of the primary administrative office(s) from which services will be managed and performed.
 - c. A list providing pertinent background experience, qualifications, and technical expertise of all key personnel (except administrative ordering or manufacturing support staff) to be assigned direct management and/or oversight responsibility under an awarded Contract. At least two (2) references are required.
 - d. The bidding manufacturer must designate a primary point of contact who will be responsible to manage all aspects of the awarded Contract. This Contract Manager shall be responsible for oversight, management, reporting and issues relative to the performance of services, and act as the contact person for the receipt of all correspondence and notices. The Contract Manager will keep the DPA/SPO advised of any/all changes relative to the award, including but not limited to products, NIJ notices and certificates, pricing, personnel changes, distributor information updates, etc.
- iii. Financial and Legal Disclosures: including bankruptcy, litigation, and contractual default. The information in this section will be treated as confidential and not privy to open record requests. Only submitted financial and legal action information may be submitted as confidential. The entire bid cannot be treated as confidential, so it is incumbent on manufacturers to identify and separate information out that is to be treated as such. The State reserves the right at its sole discretion and judgment to preserve or deny claims of confidentiality.

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

- a. State if there is any past or pending legal actions, filed against or by the corporation or any principal thereof, including contract defaults, litigation and/or bankruptcy. Also describe all relevant business changes during the past 3 years (the past defined here as being since June 2008), including the purpose for which the business change(s) was/were initiated. This could include name or location changes, strategic business partnering agreements, sales or distribution, resource restructuring, etc.
 - b. Bidding manufacturers must submit a financial statement from their company financial officer indicating that the Bidding manufacturer's company has the sound financial standing to provide the products and fulfill the requirements in this IFB. A copy of the most recent independently audited financials from a Certified Public Accountant firm is preferable.
7. Any additional requested materials or information as indicated in writing during this solicitation process. **Failure to provide required materials or information will result in the bid being deemed non-responsive; if desired information is not provided as required or upon request during clarifications period, award will not be offered.**

1.8 PRICING AND AWARD INFORMATION

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

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

1.9 ADDITIONAL PROCESS INFORMATION

The State of Colorado as administrative lead for the WSCA Body Armor program reserves the right to reject all bids and re-solicit at any time prior to award start date. The DPA-SPO reserves the right to cancel this solicitation in its entirety at any time without penalty. All prices or notations shall be printed in ink or preferably type written on the bid documents. Illegible bids or writing shall be deemed non-responsive and will not be evaluated. A bid with missing or inconsistent information may be considered non-responsive and may not be evaluated. Respondents are cautioned against trying to qualify a bid by means of modifying or deviating from the posted bid format, requirements or specifications. The DPA-SPO will be the sole judge in determining the acceptability of any/all offers. The DPA-SPO also reserves the right to reject any or all bids in part or in whole and to waive technicalities as allowed in the State of Colorado Procurement Rules. The DPA-SPO reserves the right to make multiple awards from the solicitation if deemed in the best interest of the State of Colorado and WSCA to do so.

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

Evaluation and award will be made on the basis of the bid(s) found most beneficial to the State of Colorado and WSCA, based on the requirements listed above and the judgment of the DPA-SPO as to the ability and willingness of the bidder to provide quality products and associated support elements as specified herein. Manufacturer/bidder hereby agrees to the Terms and Conditions attached in listed solicitation exhibits. Agreement to exhibits, notwithstanding any additional State specified requirements applied by means of a signed State Participating Addendum, will provide an manufacturer/ vendor an opportunity to provide awarded business to participating states. Any states choosing to enter into a Participating Addendum with an awarded vendor may not dilute or reduce the effect of the State of Colorado Master Price Agreement, including its Standard Terms and Conditions, specifications, minimum processes or requirements.

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

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

Section 2: Performance/ Scope of Work

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

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

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

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

2.1 MANUFACTURER QUALIFICATIONS

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

2.2 AGREEMENT

By signature of an authorized manufacturer representative (officer, etc., who is able to bind the manufacturer to contract) the bidding manufacturer warrants that they understand and agree to the requirements including terms and conditions attached to this solicitation # IFB JW 11-0002. Furthermore, Manufacturer pledges to ensure a continuing supply and consistent quality of the requested products/support specified, and agrees that failure to perform shall be corrected or remedied within 15 calendar days, begun within 3 business days of written notification and at no additional cost to the customer. Failure to consistently meet satisfactory performance shall be addressed

by a written notice to cure, and will provide sufficient cause for cancellation of the award if not promptly corrected.

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

2.3 DELIVERY

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

2.3.1 LEAD TIME:

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

2.4 E-PROCUREMENT SOLUTION INTEGRATION

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

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

2.5 PURCHASING PREFERENCE FOR ENVIRONMENTALLY PREFERABLE PRODUCTS

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

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

2.6 PRICE AGREEMENT, AND PURCHASE ORDER TERMS AND CONDITIONS

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

SECTION 3: SPECIFICATIONS

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

- A. Brand, threat level, model number of body armor; include CTP/ CPL model number designation as tested and published.
- B. Designation for use (Concealable, Ballistic, Stab, Tactical, or Special Use). The model Name and Number must remain consistent throughout testing and award period. No changes permitted.

- C. A general description of material content of offered body armor (i.e., types of materials used, a basic description of armor product(s) makeup, including origin).
- D. Adherence to the following standards (also see below):
 - NIJ 0101.06 Standard - Ballistic Resistance of Personal Body Armor
 - NIJ 0115.00 Standard - Stab Resistance of Personal Body Armor

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

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

3.1 Standards

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

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

Ballistic Resistant Body Armor NIJ 0101.06

- Level IIA
- Level II
- Level IIIA

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

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

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

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

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

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

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

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

3.2 Measurements and Fitting

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

All measurements must be made according to manufacturer stated standards and take into account all clearances of panels and duty belts as suggested in the NIJ Selection and Application Guide to Buying Body Armor (as updated). Armor sizes are to be per Compliance Testing Program standards listed on the NIJ Compliant Products List. Female measurements must also take into account bust size (non-planar measurements) for proper fit. Ordering agency personnel shall indicate to the agents measuring armor for personnel (and on their purchase order)

any special fitting considerations for standard duty gear specific to their department/ personnel, referencing published NIJ standards or guidance. In addition to the above, all concealable body armor sold shall have no less than a two inch (2") front over back overlap on side panels. Any issues raised regarding standardized fitting requirements will be discussed with manufacturers and considered for addition to resulting awards as such issues arise. The DPA-SPO retains the right to decide what constitutes acceptable additions to the measurement and fitting requirements. Under no circumstance shall measurements result in vests that do not properly fit and/or provide adequate protective coverage appropriate to the size of person being fit.

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

3.3 Labeling

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

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

1. Name of Manufacturer and Location armor was manufactured

2. Level of Protection (must include NIJ-CPL Model Designation Number and Threat Level). The model designation number shall match all submitted pricing lists, and also match all letters of certification.
3. Identify NIJ Standard 0101.06 or 0115.00 (Dual purpose armor shall indicate both)
4. Date of completed manufacture, and Lot Number.
5. Size of panel.
6. Unique Serial Number – **(NOTE: Manufacturer and Distributor/agent must have these numbers stored in a readily accessible database record and have the ability to trace these numbers if requested).**
7. Brand name and catalogue number must also be included; a “Property of” space for agency/ officer name (to be completed by ordering entity), also basic care and maintenance instructions.
8. All body armor must be properly identified using the labeling requirements noted to provide information that will help ordering entities to efficiently track orders, department inventory, armor warranty periods, and to maintain complete records that support specific personnel the armor was measured to fit.

3.4 Quality Control

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

3.5 Recall Notices:

All awarded manufacturers will be responsible for notifying the State of Colorado SPO and participating state agencies using their Price Agreements of recall notices, warranty replacements, safety notices, or ANY applicable notice regarding the products being sold. Manufacturers must notify the State of all recalls, warranty replacements, safety notices, etc., in writing within 30 calendar days. All awarded manufacturers will notify the State by phone or email IMMEDIATELY of any recall, safety notice, warranty replacements, or issues regarding the safety of officers. Failure to notify the State may result in the immediate cancellation of the award.

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

3.7 Fasteners

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

3.8 Unacceptable Materials

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

3.9 Origin of Materials

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

3.10 CERTIFICATION

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

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

3.11 PROFESSIONAL FITTING:

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

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

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

3.12 Instructions

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

SECTION 4: CONTRACT AND AWARD

The contract resulting from this solicitation will be a two year period contract with pricing fixed for the first year. The contract may be extended beyond the initial two years up to three (3) optional one-year renewals for a maximum of five years upon mutual agreement of the parties. The Price Agreement(s) will be permissive

for the first year; however, going forward we plan on making them mandatory for the State of Colorado.

4.1 PAYMENT TERMS

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

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

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

4.2 DELIVERY

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

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

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

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

4.3 SERVICE

If the winning vendor fails to perform, the State reserves the right to take remedial action, including canceling the award (with 10-day written notice) for cause (default). Cause is defined as failure to meet requirements of the within specifications and conditions or correct deficiencies upon receipt of notice.

Failure to maintain satisfactory performance after notice may be sufficient cause for immediate cancellation of the award.

All ordering entities will be treated equally.

4.4 TERMS AND CONDITIONS / VENDOR FORMS

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

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

4.5 INSURANCE REQUIREMENTS

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

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

4.6 PRICE GUARANTEE PERIOD

Pricing shall be considered firm for the first 12 months of the contract and no change in the Manufacturers Price List will be accepted during that time. Thereafter, only one increase will be allowed in any 12-month period. Any price increase requested shall be made in writing 30 days prior to the anticipated increase. Increases shall become effective once approved by the State. Documentation shall be supplied with the manufacturer's increase request that will verify that the requested price increase is general in scope and not applicable just to this multi-state price agreement.

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

4.7 REPORTING

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

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

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

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

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

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

The State of Colorado also requires awarded vendors to provide an "Annual Summary Report" of activity that shall include the following data: agency

(customer) name, armor style, threat level, product order number, serial number, amount of product purchased, and date issued. The Report will be due at State of Colorado July 15th, 2 weeks after end of each fiscal year.

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

4.8 ADMINISTRATIVE FEES

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

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

4.9 RETURNS AND REPLACEMENTS

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

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

4.9.3 Declared warranty periods shall begin when armor is issued.

4.10 Body Armor Recycling / Disposal

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