



**Enterprise Alternate Contract Source (ACS)
No. 46151500-NASPO-25-ACS
For
Body Armor and Ballistic Resistant Products**

This Enterprise Alternate Contract Source **No. 46151500-NASPO-25-ACS Body Armor and Ballistic Resistant Products** ("Term Contract"), is between the **Department of Management Services** ("Department"), an agency of the State of Florida, located at 4050 Esplanade Way, Tallahassee, FL 32399; and **GH Armor Systems Inc.** ("Contractor"), located at 13386 International Parkway, Unit 2, Jacksonville, FL 32218; collectively referred to herein as the "Parties."

WHEREAS, section 287.042(16), Florida Statutes (F.S.) authorizes the Department to evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services;

WHEREAS, Colorado through NASPO ValuePoint, competitively procured Body Armor and Ballistic Resistant Products and executed contract No. 198466, Body Armor and Ballistic Resistant Products ("Master Contract"), with the Contractor; and

WHEREAS, pursuant to section 287.042(16), F.S., the Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term and Effective Date.

The Master Contract became effective on May 8, 2025, and its term currently ends on May 7, 2027. The Master Contract has 3 years of renewals available. This Term Contract will become effective on October 21, 2025, or on the date signed by all Parties, whichever is later. This Term Contract will expire on May 7, 2027, unless terminated earlier or renewed in accordance with the Exhibit B, Enterprise Standard Terms and Conditions.

2. Order of Precedence.

This contract document and the attached exhibits constitute the Term Contract and the entire understanding of the Parties. This contract document, Exhibits A and B constitute the Participating Addendum to the Master Contract and modify or supplement the terms and conditions of the Master Contract. All exhibits listed below are incorporated into this Term

**Enterprise Alternate Contract Source (ACS)
No. 46151500-NASPO-25-ACS
For
Body Armor and Ballistic Resistant Products**

Contract by reference herein. In the event of a conflict, the following order of precedence shall apply:

- a) This contract document
- b) Exhibit A, Additional Terms and Conditions to the Enterprise Contract
- c) Exhibit B, Enterprise Standard Terms and Conditions
- d) Exhibit C, Master Contract (including any amendments to the Master Contract made prior to the effective date of this Term Contract and any subsequent amendments to the Master Contract that are added to this Term Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Contract, such citation or reference shall be replaced by the comparable Florida law or regulation.

3. Purchases off this Contract.

Upon execution of this Term Contract, agencies, as defined in section 287.012, F.S., may purchase products and services under this Term Contract. Any entity making a purchase off of this Term Contract acknowledges and agrees to be bound by the terms and conditions of this Term Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Term Contract.

4. Primary Contacts.

Department's Contract Manager:

Joseph Thomas
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399
Telephone: (850) 488-8367
Email: Joseph.Thomas@dms.fl.gov

Contractor's Contract Manager:

Chris Grado
GH Armor Systems Inc.
13386 International Parkway, Unit 2
Jacksonville, FL 32218
Telephone: (606) 219-5159
Email: cgrado@gharmor.com

**Enterprise Alternate Contract Source (ACS)
No. 46151500-NASPO-25-ACS
For
Body Armor and Ballistic Resistant Products**

Either party may notify the other by email of a change to a designated Contract Manager providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

5. Modifications.

Unless otherwise stated in the Term Contract, any amendments to this Term Contract must be in accordance with Exhibit B, Enterprise Standard Terms and Conditions. If amendments are made to the Master Contract after the effective date of this Term Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Term Contract, enter into a written amendment with the Department in accordance with Exhibit B, Enterprise Standard Terms and Conditions.

IN WITNESS THEREOF, the Parties hereto have caused this Term Contract to be executed by the undersigned duly authorized undersigned officials.

State of Florida:
Department of Management Services

DocuSigned by:
Pedro Allende
By: C94713929499485...

Name: Pedro Allende
Title: Secretary
Date: 11/7/2025 | 11:13 AM EST

Contractor:
GH Armor Systems Inc.
Signed by:
Chris Grado
By: 7578D94032684BE...

Name: Chris Grado
Title: General Manager/VP
Date: 11/5/2025 | 11:31 AM EST



EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS TO THE ENTERPRISE CONTRACT

The following subsections are added to the Enterprise Standard Terms and Conditions:

SECTION 18: PUNCHOUT CATALOG AND ELECTRONIC INVOICING.

The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Term Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

The punchout catalog enables Florida buyers to "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the Customer through one of the mechanisms as listed below:

- 1) EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.
- 2) PO Flip via AN
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a state Contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system

marks, logos, trade dress, or other branding designation that identifies the Products made available by the Contractor under the Term Contract.

SECTION 19: FINANCIAL CONSEQUENCES

Failure to comply with the requirements of the Term Contract will result in the imposition of financial consequences. The following financial consequences will apply for the Contractor's failure to meet the performance metric standard and due date corresponding with the deliverables under the Term Contract. The Customer may impose additional Financial Consequences beyond those stated herein to apply to that Customer's purchase. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Term Contract termination, or nonrenewal, when the Contractor has failed to comply with the provisions of the Term Contract.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Term Contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit complete Term Contract Quarterly Sales Reports	All Term Contract Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30 th calendar day after the close of each State fiscal quarter	\$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15 th calendar day after the close of each month	\$100 per day late

No favorable action will be considered when Contractor has outstanding Term Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that are required under this Term Contract.

Exhibit B



ENTERPRISE STANDARD TERMS AND CONDITIONS

These Enterprise Standard Terms and Conditions set forth the terms and conditions regarding the administration of the Term Contract, including the provision of Products to Customers. Customer specific terms for purchases off this Term Contract shall be set forth in the Customer specific agreement.

SECTION 1. DEFINITIONS

Capitalized terms used herein are defined as follows:

“Attachments” means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

“Business Days” means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes (“F.S.”).

“Contractor” means the person or entity that is a party to the Term Contract and is offering Products for purchase.

“Customer” means the agency, as defined in section 287.012, F.S., or eligible user, as defined in Rule 60A-1.001, Florida Administrative Code (“F.A.C.”), that makes a purchase off the Term Contract. For the avoidance of doubt, this also includes the Department when it purchases off the Term Contract.

“Department” means the Department of Management Services, an agency as defined in section 287.012, F.S., responsible for the administration of this Term Contract.

“Enterprise Alternate Contract Source” means a contract authorized pursuant to section 287.042(16), F.S., or approved pursuant to section 287.057(3)(b), F.S., for statewide use.

“Product” means any deliverable under the Term Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. “Product” does not include, and no State funding under the Term Contract is being provided for, promoting, advocating for, or providing training or education on “Diversity, Equity, and Inclusion” (“DEI”). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual’s action is inherently, unconsciously, or implicitly biased on the basis of such classification.

“State” means the State of Florida

“State Term Contract” means a term contract that is competitively procured by the department pursuant to section 287.057, F.S. and that is used by agencies and eligible users pursuant to section 287.056, F.S.

“Term Contract” means the legally enforceable term contract, as defined in section 287.012, F.S., between the Department and Contractor to which these Enterprise Standard Terms and Conditions apply, including all Attachments thereto. The Term Contract is either a State Term Contract or an Enterprise Alternate Contract Source.

SECTION 2. CONTRACT AMENDMENT

2.1 Amendment. The Term Contract contains all the terms and conditions agreed upon by the parties. Unless otherwise stated in Term Contract, the Term Contract may only be amended upon mutual written agreement signed by the parties. No oral agreements or representations will be valid or binding upon the Department or the Contractor. Unless explicitly agreed to by the Department in the Term Contract, no unilateral alteration or modification of the Term

Contract terms, including substitution of Product, will be valid or binding against the Customer.

The Department and Contractor may modify the Term Contract to alter, add to, or deduct from the Term Contract specifications, provided that such changes are within the general scope of the Term Contract. The parties may make an equitable adjustment in the Term Contract price or delivery date if the change affects the cost or time of performance.

SECTION 3. CONTRACT CONSTRUCTION AND ADMINISTRATION

3.1 Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Term Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Term Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Unless the context requires otherwise, whenever the masculine is used in the Term Contract, the same will include the feminine and whenever the feminine is used herein, the same will include the masculine. Unless the context requires otherwise, whenever the singular is used in the Term Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "\$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Term Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Term Contract to the same extent as if they were set forth verbatim herein.

3.2 Administration. Execution in Counterparts. The Term Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

3.2.1 Notices. Where the term "written notice" is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) email (with confirmation of receipt) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iii) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, the Contractor shall deliver all notices to the Department's Contract Manager and the Department shall deliver all notices to the Contractor's Contract Manager.

3.2.2 **Severability.** If a court deems any non-material provision of the Term Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Term Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

3.2.3 **Waiver.** The delay or failure by the Department to exercise or enforce any of its rights under the Term Contract will not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

3.2.4 **Survivability.** The Term Contract and any and all promises, covenants, and representations made herein are binding upon the parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Term Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, reporting, and public records, will survive termination or expiration of the Term Contract.

3.2.5 **Third Party Beneficiaries.** The parties acknowledge and agree that the Term Contract is for the benefit of the parties hereto. The Term Contract is not intended to confer any legal rights or benefits on any other party, except such rights and benefits associated with a purchase made by a Customer off this Term Contract.

SECTION 4. CONTRACT TERM, SUSPENSION, AND TERMINATION.

4.1 **Term.** The initial term will begin on the date set forth in the Term Contract documents or on the date the Term Contract is signed by all parties, whichever is later.

Upon written agreement, the Department and the Contractor may renew the Term Contract in whole or in part only as set forth in the Term Contract documents, and in accordance with section 287.057(13), F.S. No costs may be charged for the renewals.

4.2 Suspension of Work and Termination.

4.2.1 **Suspension of Work.** The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

4.2.2 **Termination for Convenience.** The Term Contract may be terminated by the Department, by written notice to the Contractor thirty (30) calendar days in advance, in whole or in part at any time, when the Department determines in its sole discretion that it is in the Department's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete

the continued portion of the Term Contract, or a continued purchase off the Term Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits. If the Term Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of any Customer contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

- 4.2.3 **Termination for Cause.** The Department may terminate the Term Contract if the Contractor fails to (i) on multiple occasions, timely deliver Products purchased by Customers, (ii) on multiple occasions, maintain adequate progress on Customer purchases, thus endangering performance, (iii) honor any term of the Term Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Department may, at its sole discretion, (i) immediately terminate the Term Contract, (ii) notify the Contractor of the deficiency and require that the deficiency be corrected within a specified time, otherwise the Term Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Department. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted Products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Term Contract. The Customer will notify the Department of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

- 4.2.4 **Termination for Non-Compliance with E-Verify.** Pursuant to section 448.095(5)(c)1., F.S., the Department shall terminate the Term Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Department has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Department shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- 4.2.5 **Termination Related to Statutory Certifications.** At the Department's option, the Term Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Term Contract based on the statutory provisions referenced therein.

- 4.2.6 **Termination for Refusing Access to Public Records.** In accordance with section 287.058, F.S., the Department may unilaterally terminate the Term Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Term Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

SECTION 5. PURCHASES OFF THE TERM CONTRACT.

- 5.1 **Purchases.** By executing the Term Contract, the Contractor agrees to allow Customers to make purchases off the Term Contract. Purchases from Customers other than the Department are independent of the agreement between the Department and the Contractor, and the Department shall not be a party to such transaction. Customers' purchases off the Term Contract are limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.
- 5.2 **Purchase Submission.** For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.
- 5.3 **Terms.** The terms of the Form PUR 1000, General Contract Conditions, incorporated in Rule 60A-1.002, F.A.C., and linked here <http://www.flrules.org/Gateway/reference.asp?No=Ref-16731>, are hereby incorporated by reference herein and will apply to all purchases made by a Customer off the Term Contract. The Customer may attach additional terms and conditions specific to its particular purchase made off the Term Contract, which are considered Special Conditions. The term "Special Conditions" does not include any Contractor-provided documents, including attachments or standard preprinted forms, service agreements, end user agreements, product literature, or "shrink wrap" terms accompanying or affixed to a Product, whether written or electronic, or terms incorporated onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Any Customer Special Conditions shall not become a part of the Term Contract.
- 5.3.1 **Term.** The term of the Customer purchase off the Term Contract will be as specified in the purchase, except that if renewals of the purchase are permitted, the Customer and Contractor shall not renew the purchase if the Term Contract expires prior to the effective date of the renewal. Any existing term of a purchase off the Term Contract shall not extend more than forty-eight (48) months beyond the end of the Term Contract. However, if an extended pricing plan offered in the Term Contract is agreed upon by the Customer and Contractor and extends more than forty-eight (48) months beyond the end of the Term Contract, the agreed upon extended pricing plan terms shall govern the maximum duration of the purchase. The Contractor is required to fulfill timely purchases that extend performance beyond the Term Contract term even when such extended delivery will occur after expiration of the Term Contract. For such purchases, all terms and conditions of the Term Contract shall survive the termination or expiration of the Term Contract and apply to the Contractor's continued performance.

- 5.3.2 **Additional Requirements.** All Customer purchases off the Term Contract shall contain the Term Contract name and number and shall be placed by the Customer. Delivery or furnishing Products shall not occur until the Customer executes their contract or transmits the purchase order, as defined in Rule 60A-1.001, F.A.C.

SECTION 6. PAYMENT AND FEES.

- 6.1 **Pricing.** The Contractor shall not exceed the pricing set forth in the Term Contract documents.

- 6.2 **Best Pricing Offer.** During the term of the Term Contract, if the Department or Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a Product outside the Term Contract, but upon the same or similar terms of the Term Contract, then the Department or Customer may request that the Contractor immediately reduce to the lower price.

- 6.3 **Price Decreases.** The following price decrease terms will apply to the Term Contract:

- 6.3.1 **Quantity Discounts.** The Contractor may offer additional discounts for one-time delivery of large single orders. The Customer should seek to negotiate additional price concessions on quantity purchases of any Products offered under the Term Contract.

- 6.3.2 **Sales Promotions.** In addition to decreasing prices for the balance of the Term Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. If conducting a sales promotion, the Contractor must submit documentation to the Department's Contract Manager identifying the proposed: (1) starting and ending dates of the promotion, (2) Products involved, and (3) promotional prices compared to then-authorized prices. The Contractor shall provide notice to Customers of the promotion and shall make the promotional prices available to all Customers.

- 6.3.3 **Equitable Adjustment.** The Department may, in its sole discretion, make an equitable adjustment in the Term Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Term Contract would result in a substantial loss.

- 6.4 **Purchase Prerequisites.** The Contractor may be required to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders. The Contractor shall not charge any fees for payments received via the State's P-Card. The Contractor must ensure that entities receiving payment directly from Customers under this Term Contract must have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>).
- Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)

- 6.5 Transaction Fees.** The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.
- 6.6 Exclusivity.** The Term Contract is not an exclusive license to provide the Products described in the Term Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

SECTION 7. PERFORMANCE

- 7.1 Warranty of Ability to Perform.** Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Department of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

- 7.2 Further Assurances.** The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Term Contract, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Term Contract and to carry out its provisions. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.

7.3 Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Term Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Term Contract, unless the Department expressly waives such secondary liability. The Department may assign the Term Contract with prior written notice to Contractor of its intent to do so.

7.4 Employees, Subcontractors, and Agents.

7.4.1 **Subcontractors.** The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: [Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services \(myflorida.com\)](https://myflorida.com/procurement/forms/vendor-resources/state-purchasing/business-operations). The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor's use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

7.4.2 **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department or the State and are not entitled to the benefits of Department or State employees. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Term Contract.

7.5 Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, lightning strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Department. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on

Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Term Contract price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses, or damages, including costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection, the Department may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Term Contract as the Department deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Department or State, in which case the Department may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to Products subjected to allocation; or (ii) terminate the Term Contract in whole or in part.

SECTION 8. CONTRACT MANAGEMENT

8.1 Department's Contract Manager. The Department's Contract Manager for the Term Contract, who is primarily responsible for the Department's oversight of the Term Contract, will be identified in a separate writing to the Contractor upon Term Contract signing in the following format:

Department's Contract Manager Name
 Department's Name
 Department's Physical Address
 Department's Telephone #
 Department's Email Address

8.2 Contractor's Contract Manager. The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Term Contract performance, will be identified in a separate writing to the Department upon Term Contract signing in the following format:

Contractor's Contract Manager Name
 Contractor's Name
 Contractor's Physical Address
 Contractor's Telephone #
 Contractor's Email Address

Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 Conduct of Business. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Term Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Term Contract will be used in violation of any state or federal law, including, but not limited to, 8

U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Department may terminate the Term Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

If the requirements of the Term Contract conflict with any governing law, codes or regulations, the Contractor shall notify the Department in writing and the parties shall amend the Term Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products offered under the Term Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Term Contract at no further expense to the Department.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a Customer's continuing oversight team for purchases off this Term Contract.

9.2 Integrity. In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

SECTION 10. DISPUTES AND LIABILITIES.

10.1 Dispute Resolution. Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor's ability to seek other remedies related to the Term Contract.

10.2 Dispute Resolution Process.

- (a) **Department Review.** The parties shall resolve disputes through written submission of their dispute to the Department's Contract Manager. The Department shall respond to the dispute in writing within ten (10) Business Days from the date that the Department's Contract Manager receives the dispute. The Department's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Department's decision. If a party disagrees with the Department's decision, the party may proceed to subsection (b) below.
- (b) **Meeting between the Principals.** If either party disagrees with the Department's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Department, the Department head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10)

Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting.

- (c) Mediation. If the dispute is not resolved through a meeting of the Principals, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Department's decision, then either party may seek other remedies.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) – (b), if mediation is not agreed to), either party may pursue any other remedies.

10.3 Contractor's Obligation to Perform While Disputes are Pending. The Contractor shall proceed diligently with performance under the Term Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Term Contract and shall comply with directions to perform from the Department. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Term Contract which is separate and apart from any other dispute.

10.4 Governing Law and Venue. The Term Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Term Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the terms of the Term Contract.

10.5 Remedies Cumulative. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative, and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

10.6 JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHT TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW IN OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE TERM CONTRACT OR ITS SUBJECT MATTER.

10.7 Indemnification. For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its

subdivisions to suit by third parties.

SECTION 11. MISCELLANEOUS.

- 11.1 Department of State Registration.** Consistent with Title XXXVI, F.S., if the Contractor asserts status other than that of a sole proprietor, it must provide the Department with i) conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity; ii) a certificate of authorization if a foreign business entity; or iii) if exempt from the registration requirements, a basis for such exemption.
- 11.2 Time is of the Essence.** Time is of the essence regarding every obligation of the Contractor under the Term Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.
- 11.3 Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by the Contractor. Such purchases are independent of the Term Contract between the Department and the Contractor, and the Department is not a party to these transactions.

SECTION 12. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

- 12.1 General Record Management and Retention.** The Contractor shall retain all records that were made in relation to the Term Contract for the longer of five (5) years after expiration of the Term Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>.
- 12.2 Identification and Protection of Confidential Information.** Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of “public record.” As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law (“Confidential Information”), the Contractor shall mark as “confidential” each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as “confidential,” or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record “confidential” and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department (or any other State agency).

In the event of a public records request, to which records the Contractor marked as “confidential” are responsive to the request, the Department shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as “confidential” but failed to provide a Contractor-redacted copy to the Department, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If the Department provides a Contractor-redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Department shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Contractor shall provide written notice to the Department of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department is requested or compelled in any legal proceeding to disclose documents that are marked as “confidential” (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor’s sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as “confidential” or fails to provide a redacted copy that may be disclosed, the Department may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys’ fees, at both the trial and appellate levels, arising from or relating to the Contractor’s determination that its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Contractor’s redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney’s fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Department may make as to such claim, and the Contractor agrees to reimburse the Department for the expense, including reasonable attorney’s fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Contractor’s Confidential Information. The Department will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the

Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

12.3 Public Records Requirements Pursuant to Section 119.0701, F.S. Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under the Term Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

- i. Keep and maintain public records required by the Department to perform the service.
- ii. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Term Contract term and following the completion of the Term Contract if the Contractor does not transfer the records to the Department.
- iv. Upon completion of the Term Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Term Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS TERM CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

12.4 Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Term Contract without prior written approval from the Department, including mentioning the Term Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Term Contract or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a party to the Term Contract, except potential or actual Customers or authorized distributors, dealers, resellers, or service representatives.

12.5 Intellectual Property.

- 12.5.1 **Ownership.** Unless specifically addressed otherwise in the Customer's contract, the State of Florida shall be the owner of all intellectual property rights to all new property created or developed in connection with the Customer's contract. This shall not apply to intellectual property developed prior to the execution of the Term Contract.
- 12.5.2 **Patentable Inventions or Discoveries.** Any inventions or discoveries developed in the course, or as a result, of services in connection with the Customer's contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer and the Department of any inventions or discoveries developed or made through performance of the Customer's contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Customer's contract. This shall not apply to any invention or discovery made prior to the execution of the Term Contract.
- 12.5.3 **Copyrightable Works.** Contractor must notify the Customer and the Department of any publications, artwork, or other copyrightable works developed in connection with the Customer's contract. All copyrights created or developed through performance of the Customer's contract are owned solely by the State of Florida. This shall not apply to any copyrightable works created or developed prior to the execution of the Term Contract.

SECTION 13. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. The Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a Security Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other current state and federal rules and regulations regarding security of information.

SECTION 14. CONTRACT MONITORING.

- 14.1 **Performance Standards.** The Contractor agrees to perform all tasks and provide deliverables as set forth in the Term Contract. The Customer will be entitled at all times,

upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

14.2 Contract Reporting. The Contractor shall provide the Department the following accurate and complete reports associated with this Term Contract.

14.2.1 Term Contract Quarterly Sales Reports. The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: [Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](https://www.dms.myflorida.com/business_operations/state/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

14.2.2 Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Vendor Identification Information of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

14.2.3 Ad Hoc Sales Reports. The Department may require additional Term Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

14.2.4 MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

14.3 Business Review Meetings. Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

- Term Contract or Customer contract compliance
- Term Contract savings (in dollar amount and cost avoidance)
- Spend reports by Customer
- Recommendations for improved compliance and performance

14.4 Performance Deficiencies.

14.4.1 **Proposal of a Corrective Action Plan.** In addition to the processes set forth in the Term Contract (e.g., service level agreements), if the Customer or the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Customer or the Department will notify the Contractor. The correction must be made within a timeframe specified by the Customer or the Department. The Contractor must provide the Customer or the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Customer or the Department.

14.4.2 **Retainage for Unacceptable Corrective Action Plan or Plan Failure.** For Customer-requested Corrective Action Plans, if the corrective action plan is unacceptable to the Customer, or implementation of the plan fails to remedy the performance deficiencies, the Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Customer for the performance deficiencies.

14.5 Inspection.

14.5.1 **Inspection at Contractor's Site.** The Department reserves the right to inspect, or enlist a third-party to perform, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Term Contract requirements and to determine whether they are adequate and suitable for proper and effective Term Contract performance.

14.5.2 **Statutory Inspection Rights.** If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Term Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Term Contract or to ensure that the terms of the Term Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

1. Allocated to be used during the full term of the Term Contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

14.5.3 **Inspection Compliance.** The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deems relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

SECTION 15. PERFORMANCE OR COMPLIANCE AUDITS.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Term Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Term Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Term Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Term Contract.

SECTION 16. CONFIDENTIALITY.

The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

SECTION 17. SUPPLIER DEVELOPMENT.

17.1 Office of Supplier Development. The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDHelp@dms.fl.gov.

17.2 Reporting Certified Business Enterprises. Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and vendor identification information of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Term Contract.



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, 5th Floor
Denver, CO 80203

And

GH Armor Systems Inc.
13386 International Parkway Unit 2
Jacksonville, FL 32218-2383

Master Agreement Number: 198466

Contents

MASTER AGREEMENT TERMS AND CONDITIONS..... 2

I. **Definitions** 2

II. **Parties and Term of Master Agreement** 5

III. **Order of Precedence** 6

IV. **Participants and Scope** 6

V. **NASPO ValuePoint Provisions** 8

VI. **Pricing, Payment & Leasing** 13

VII. **Ordering** 14

VIII. **Shipping and Delivery** 15

IX. **Inspection and Acceptance**..... 16

X. **Warranty** 17

XI. **Product Title**..... 17

XII. **Indemnification** 18

XIII. **Insurance** 19

XIV. **General Provisions** 20

SIGNATURE PAGE..... 26

Exhibit A Scope of Work 27

I. **Master Agreement Deliverables** 27

II. **Product Specifications** 29

III. **Contractor Responsibilities and Tasks** 30

IV. **Lead State Responsibilities and Tasks** 33

Exhibit B – Product and Price List..... 34

Exhibit C – Agents and Distributors by State 34

Exhibit D – Authorized Distributor Form..... 35

Exhibit E – Warranty and Recycling Plan..... 36

MASTER AGREEMENT TERMS AND CONDITIONS

- I. **Definitions**
- 1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 **Accessory** means a body armor component that is detachable or removable from the body armor and is intended to provide an extended area of coverage protection against threats that

may include ballistic threats, stabbing, fragmentation, blunt impact, or a combination of threats. (ASTM Terminology E3005)

- 1.3 ASTM Verification Mark** means a product that has received notice authorizing use of the ASTM verification mark. The name of the standard to which the product is verified shall be stated directly under the ASTM Mark.
- 1.4 Authorized Distributor/Distributor** means the Contractor's authorized sales representative that must be certified by the Contractor to provide fit services and sales to a Purchasing Entity. An entity that purchases products, takes title, stocks, maintains inventory, resells the product to end-users, and has the ability to do on-site measurements. Also referred to as a subcontractor for the purposes of this solicitation.
- 1.5 Ballistic Panel** means a type of armor panel intended to provide the wearer ballistic resistance. (ASTM Terminology E3005)
- 1.6 Ballistic-Resistant Accessories** Shoulder, neck, groin, or other ballistic resistant accessories placed on the price list that are not verified or certified at the time of Request for Proposal. Prior to listing on the ASTM Verified Products List, these products will be located on the Non-Market Basket List – Products that are not verified or certified. When ASTM standards are completed for these accessories, Contractor is expected to have products verified to these standards.
- 1.7 Ballistic-Resistant Helmets** means helmets verified to ASTM E3368/E3368M. Helmets not yet on the ASTM Verified Products List will be allowed until 12/31/2026 on the Non-Market Basket List – Products that are not verified or certified.
- 1.8 Ballistic-Resistant Shields** means shields verified to ASTM E3347/E3347M. Shields not yet on the ASTM Verified Products List will be allowed until 12/31/2026 on the Non-Market Basket List – Products that are not verified or certified.
- 1.9 Body Armor** means an item of personal protective equipment intended to protect the wearer from threats that may include ballistic threats, stabbing, fragmentation, or blunt impact. (ASTM Terminology E3005)
- 1.10 Carrier** means 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)
- 1.11 Combination Armor** means a type of body armor intended to protect the wearer from both ballistic threats and stabbing. Combination armor is sometimes called dual-threat or multiple-threat armor. (ASTM Terminology E3005)
- 1.12 Concealable Body Armor** means 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)
- 1.13 Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.14 Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.15 Hard Armor** means an item of personal protective equipment that is constructed of rigid materials and is intended to protect the wearer from threats that may include ballistic threats,

stabbing, fragmentation, or blunt impact, or combinations thereof; synonymous with hard armor plate and plate. (ASTM Terminology E3005)

- 1.16 In Conjunction With Armor** means soft or hard armor that is designed to provide a specific level of ballistic protection only when layered with a specific model(s) of body armor. (ASTM Terminology E3005)
- 1.17 Insert** means 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)
- 1.18 Intellectual Property** means 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.
- 1.19 Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.20 Manufacturer** means a company that, as its primary business function, designs, assembles, and has the NIJ CPL listing, or ASTM verification for the products being sold under negotiated Master Agreement.
- 1.21 Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.22 NASPO ValuePoint** is a division of the National Association of State Procurement Officials (“NASPO”), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (*i.e.*, colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the 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.
- 1.23 NIJ** means the National Institute of Justice.
- 1.24 NIJ Compliant Products List (NIJ CPL)** means the list of models certified by NIJ to be compliant with an applicable standard.
- 1.25 NIJ CTP** means the NIJ program that certifies body armor models that meet the requirements of the most current version of the relevant NIJ standard.
- 1.26 NIJ Mark** means the NIJ certification mark, registered with the U.S. Patent and Trademark Office, that is used to communicate a product’s compliance with the NIJ CTP.
- 1.27 Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- 1.28 Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (*e.g.*, ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.29 Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws

of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

- 1.30 Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.31 Product or Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.
- 1.32 Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.
- 1.33 Soft Armor** means 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)
- 1.34 Stab Panel** means a type of armor panel intended to provide stab resistance. (ASTM Terminology E3005)
- 1.35 Tactical Body Armor** means 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)
- 1.36 Threat Level** means the rated level of protection, according to the relevant standard for the body armor or ballistic-resistant product.
- 1.37 Trauma Pack** means a soft insert intended to reduce backface deformation due to a ballistic impact. (ASTM Terminology E3005)
- 1.38 Trauma Plate** means a hard insert intended to reduce backface deformation due to a ballistic impact. (ASTM Terminology E3005)
- 1.39 Vest** means a type of body armor intended to protect the wearer's torso. (ASTM Terminology E3005)

II. Parties and Term of Master Agreement

- 2.1 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 as approved per this Master Agreement, for the benefit of Participating States, Entity's, and Purchasing Entities. The Contractor and the Lead State agree to the terms and conditions contained herein.
- 2.2 Initial Term.** The initial term of this Master Agreement is for two (2) years, with a Contract Performance Beginning date of the later of May 1, 2025 or the Effective Date. The term of this Master Agreement may be amended beyond the initial term for three (3) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.

- 2.3 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.4 Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

- 3.1 Order.** Any Order placed under this Master Agreement will consist of the following documents:
 - 3.1.1** A Participating Entity's Participating Addendum ("PA");
 - 3.1.2** NASPO ValuePoint Master Agreement, including all Exhibits;
 - 3.1.3** A Purchase Order or Scope of Work (Exhibit A)/Specifications issued against the Master Agreement;
 - 3.1.4** The Solicitation RFP-SPCO-AR-25-03, Body Armor and Ballistic Resistant Products;
 - 3.1.5** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- 3.2 Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will 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 must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- 3.3 Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. The term of a Participating Addendum will not exceed the term of this Master Agreement, except when a Participating Entity determines an extension of its Participating Addendum is necessary to avoid a lapse in contract coverage and is permitted by law.

IV. Participants and Scope

- 4.1 Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.2 Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes 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 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.*, purchase order or contract) used by the Purchasing Entity to place the Order.

- 4.3 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 4.4 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

4.5 Participating Entities.

- 4.5.1** If not proscribed by law or by the Chief Procurement Official of the state in which the entity is located, an entity may be eligible to execute a Participating Addendum directly with Contractor. Such entities may include:
- 4.5.1.1** Political subdivisions, public agencies, and service districts;
 - 4.5.1.2** Public and private educational institutions, including K-12 public, charter, and private schools; institutions of higher education; and trade schools;
 - 4.5.1.3** Federally recognized tribes;
 - 4.5.1.4** Quasi-governmental entities; and
 - 4.5.1.5** Eligible non-profit organizations.
- 4.5.2** Prior to execution of a Participating Addendum with an entity listed above, Contractor shall coordinate with NASPO to confirm the entity's eligibility to execute a Participating Addendum. A determination that an entity is eligible to execute a Participating Addendum is not a determination that procurement authority exists; each entity must ensure it has the requisite procurement authority to execute a Participating Addendum.

- 4.6 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

- 4.7 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and

applicable Participating Addendum for their purchases. 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.

- 4.8 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.
- 4.9 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

- 5.1 Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.
- 5.2 Administrative Fees**
- 5.2.1 NASPO ValuePoint Fee.** 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. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.
- 5.2.2 State Imposed Fees.** Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.
- 5.3 NASPO ValuePoint Summary and Detailed Usage Reports**
- 5.3.1 Sales Data Reporting.** In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). By placing an Order under this Master Agreement, a Purchasing Entity agrees to have their data (i) included in reports submitted by Contractor to NASPO ValuePoint and (ii) used by NASPO ValuePoint as set forth in this Master Agreement without limitation, unless otherwise requested in writing by the Purchasing Entity and agreed to in writing by

NASPO. Timely and complete reporting of Sales Data by Contractor is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

5.3.2 Summary Sales Data. “Summary Sales Data” is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

5.3.3 Detailed Sales Data. “Detailed Sales Data” is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

5.3.4 Sales Data Crosswalks. Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data (“Crosswalks”). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor’s part number or SKU for each Product in Offeror’s catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor’s customer lists and product catalog change.

5.3.5 Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

5.3.6 Obligation to Act in Good Faith. The parties acknowledge that this Master Agreement and its terms and pricing have been negotiated for the benefit of the parties, NASPO ValuePoint, Participating Entities, and Purchasing Entities. Apart from a Participating Addendum or Order, Contractor shall not intentionally induce a potential Participating Entity or Purchasing Entity to enter into a separate agreement, the pricing and terms of

which are derived from this Master Agreement, for the purpose of avoiding compliance with Contractor's obligations under Section V. Nothing in this Section 5.3.6 shall prohibit Contractor from contracting with an entity with substantially similar pricing and terms if such pricing and terms are independently negotiated with the entity or are consistent with pricing and terms ordinarily offered by Contractor to public sector customers.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

- 5.4.1 Staff Education.** Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.
- 5.4.2 Onboarding Plan.** Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.
- 5.4.3 Annual Contract Performance Review.** Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.
- 5.4.4 Use of NASPO ValuePoint Logo.** The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.
- 5.4.5 Most Favored Customer.** Contractor shall, within thirty (30) days of their effective date, 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.

5.5 NASPO ValuePoint eMarketPlace

- 5.5.1** The NASPO ValuePoint cooperative provides an eMarketPlace for public entities to access a central online platform to view and/or purchase the goods, services, and solutions available from NASPO ValuePoint's cooperative Master Agreements. This eMarketPlace is provided by NASPO at no additional cost to the Contractor or public entities. Its purpose is to facilitate the connection of public entities with Contractors who meet the requisite needs for a good, service, or solution by that entity through a NASPO ValuePoint Master Agreement.
- 5.5.2** Contractor shall cooperate in good faith with NASPO, and any third party acting as an agent on behalf of NASPO, to integrate Contractor's industry presence by either an electronic hosted catalog, punchout site, or providing eQuotes through the NASPO eMarketPlace, per the Implementation Timeline as further described below.

- 5.5.3** Regardless of how Contractor's presence is reflected in the eMarketPlace (*i.e.*, hosted catalog, punchout site, or eQuote), Contractor's listed offerings must be strictly limited to Contractor's awarded contract offerings through the NASPO award. Products and/or services not authorized through the resulting NASPO cooperative contract should not be viewable by NASPO ValuePoint eMarketPlace users. Furthermore, products and/or services not authorized through a Participating Addendum should not be viewable by NASPO ValuePoint eMarketPlace users utilizing that Participating Addendum. The accuracy of Contractor's offerings through the eMarketPlace must be maintained by Contractor throughout the duration of the Master Agreement.
- 5.5.4** Contractor agrees that NASPO controls which Master Agreements appear in the eMarketPlace and that NASPO may elect at any time to remove any of Contractor's offerings from the eMarketPlace.
- 5.5.5** Contractor is solely responsible for the accuracy, quality, and legality of Contractor's Content on the eMarketPlace. "Content" means all information that is generated, submitted, or maintained by Contractor or otherwise made available by Contractor on the eMarketPlace, including Contractor catalogs. Contractor's Content shall comply with and accurately reflect the terms, products, services, and pricing of this Master Agreement.
- 5.5.6** Contractor's use of the eMarketPlace shall comply with the eMarketPlace's Terms of Use.
- 5.5.7** Contractor is solely responsible for the security and accuracy of transactions facilitated through the eMarketPlace, including the assessment, collection, and remittance of any sales tax.
- 5.5.8** Lead State reserves the right to approve all pricing, catalogs, and information on the eMarketPlace. All product lists provided on the eMarketplace must be approved by the Lead State. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices required by the Master Agreement.
- 5.5.9** NASPO Participating Entities may have their own procurement system, separate from the NASPO eMarketPlace, that enables the use of certain NASPO Master Agreements. In the event one of these entities elects to use this NASPO ValuePoint Master Agreement (available through the eMarketPlace) but publish to their own eMarketPlace, Contractor agrees to work in good faith with the entity and NASPO to implement the catalog.
- 5.5.10** In the event a Participating Entity has entity-specific catalog requirements set forth in its Participating Addendum (*e.g.*, restrictions in the scope of offerings, etc.), Contractor shall ensure its eMarketPlace Content for that Participating Entity accurately reflects and is compliant with these requirements.
- 5.5.11** Implementation Timeline: Following the execution of Contractor's Master Agreement, NASPO will provide a written request to Contractor to begin the onboarding process into the eMarketPlace. Contractor shall have fifteen (15) days from receipt of written request to work with NASPO to set up an enablement schedule, at which time the technical documentation for onboarding shall be provided to Contractor. The schedule will include future calls and milestone dates related to test and go live dates.

- 5.5.11.1** Contractor's NASPO eMarketPlace account with eQuoting functionality shall minimally be established within thirty (30) days following the written request.
- 5.5.11.2** Contractor shall deliver either a (1) hosted catalog or (2) punchout site, pursuant to the mutually agreed upon enablement schedule.
- 5.5.11.3** NASPO will work with Contractor to decide which structures between hosted catalog, punchout site, and/or eQuoting as further described below will be provided by Contractor.
 - 5.5.11.3.1** Hosted Catalog. By providing a hosted catalog, Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to NASPO, such as a tab delimited text file. Contractor is solely responsible for ensuring the most up-to-date versions of its product/service offerings approved by the Lead State under this Master Agreement are reflected in the eMarketPlace.
 - 5.5.11.3.2** Punchout Site. By providing a punchout site, Contractor is providing its own online catalog, which must be capable of being integrated with the eMarketPlace as a Standard punchout via Commerce eXtensible Markup Language (cXML). Contractor shall validate that its online catalog is up-to-date. The site must also return detailed UNSPSC codes for each line item.
 - 5.5.11.3.3** eQuoting. NASPO will work with Contractor to set up participation and use to provide eQuotes through the NASPO eMarketPlace. This requirement would be in addition to any requirement to provide a hosted catalog or punchout site.
- 5.5.12** Hosted catalogs and punchout sites will provide all of the eMarketPlace standard data elements/information including, but not limited to, the following:
 - 5.5.12.1** The most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with this Master Agreement;
 - 5.5.12.2** A Lead State contract identification number for this Master Agreement;
 - 5.5.12.3** Detailed product line item descriptions;
 - 5.5.12.4** Pictures illustrating products, services, or solutions where practicable; and
 - 5.5.12.5** Any additional NASPO, Lead State, or Participating Addendum requirements.
- 5.6 Cancellation.** In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor.

Cancellation based on nonuse or under-utilization will not occur sooner than two years after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

- 5.7 Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.
- 5.8 Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

- 6.1 Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.
- 6.1.1** All prices and minimum rates must be guaranteed for the initial term of the Master Agreement.
- 6.1.2** Following the first twelve (12) months of the Master Agreement period, any request for price adjustments must be for an equal guarantee period and must be received by the Lead State Contract Administrator at least 120 days prior to the requested effective date. Requests for price adjustments must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to pricing will be allowed prior to the effective date unless the pricing is decreased.
- 6.1.3** Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.
- 6.1.4** No retroactive adjustments to prices or rates will be allowed.
- 6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be 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 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.

- 6.3 Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

- 7.1 Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This quote procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.
- 7.3 Applicable Rules.** 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 supplies and/or services contemplated by this Master Agreement.
- 7.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
- 7.5.1** 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 120 days past the then-current termination date of this Master Agreement.
- 7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
- 7.5.3** 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.
- 7.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement’s terms.
- 7.5.5** Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed

after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

- 7.6 Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:
- 7.6.1** The services or supplies being delivered;
 - 7.6.2** A shipping address and other delivery requirements, if any;
 - 7.6.3** A billing address;
 - 7.6.4** Purchasing Entity contact information;
 - 7.6.5** Pricing consistent with this Master Agreement or as adjusted by agreement of the Purchasing Entity and Contractor (i.e. volume discount, state-specific administrative fee, etc.);
 - 7.6.6** A not-to-exceed total for the products or services being ordered; and
 - 7.6.7** The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.
- 7.7 Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- 7.8 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.

VIII. Shipping and Delivery

- 8.1 Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.
- 8.1.1** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2 Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 8.3 Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (*e.g.*, scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon

becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.

- 8.4 Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

- 9.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3 Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
- 9.3.1** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use.
- 9.3.2** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- 9.4 Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.
- 9.5 Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.
- 9.5.1** The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.
- 9.5.2** If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

- 9.5.3** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.
- 9.5.4** Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to this section.
- 9.5.5** No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

- 10.1 Applicability.** Unless otherwise specified in the Master Agreement Exhibit C, Participating Addendum, or ordering document, the terms of this Section X will apply.
- 10.2 Warranty.** The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.
- 10.3 Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.
- 10.4 Rights Reserved.** The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 10.5 Warranty Period Start Date.** The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

- 11.1 Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.
- 11.2 Embedded Software.** Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

- 11.3 License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and 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 Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

- 12.1 General Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.
- 12.2 Intellectual Property Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("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 of another person or entity ("Intellectual Property Claim").
- 12.2.1** The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
- 12.2.1.1** provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - 12.2.1.2** specified by the Contractor to work with the Product;
 - 12.2.1.3** reasonably required 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
 - 12.2.1.4** reasonably expected to be used in combination with the Product.
- 12.2.2** 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 the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.
- 12.2.3** 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 the Intellectual Property Claim 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.

- 12.2.4** Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

- 13.1 Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.
- 13.2 Class.** 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 A.M. Best's Insurance 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.
- 13.3 Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
- 13.3.1** Contractor shall maintain Commercial General Liability insurance 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 and \$2 million general aggregate;
- 13.3.2** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- 13.4 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- 13.5 Notice of Endorsement.** 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 (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.
- 13.6 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 13.7 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage

may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

- 13.8 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

14.1.1 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 will 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 will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

14.1.2 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 the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

14.1.3 The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

14.2.1 Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

14.2.1.1 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 agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

- 14.2.1.2 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.
 - 14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.
- 14.2.2 **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.
 - 14.2.2.1 Contractor shall advise each of its employees and agents 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.
 - 14.2.2.2 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.
 - 14.2.2.3 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.
 - 14.2.2.4 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.
- 14.2.3 **Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be adequately

compensated in monetary 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.

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

14.2.5 NASPO ValuePoint. The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, 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 this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

14.3.1 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.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.4 Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

14.5 Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.6 Cancellation. Unless otherwise set forth herein, 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 will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

- 14.7 Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14.8 Defaults and Remedies

- 14.8.1** The occurrence of any of the following events will be an event of default under this Master Agreement:
- 14.8.1.1** Nonperformance of contractual requirements;
 - 14.8.1.2** A material breach of any term or condition of this Master Agreement;
 - 14.8.1.3** Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;
 - 14.8.1.4** 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
 - 14.8.1.5** Any default specified in another section of this Master Agreement.
- 14.8.2** Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) 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. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
- 14.8.3** 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 the Lead State shall have the right to exercise any or all of the following remedies:
- 14.8.3.1** Any remedy provided by law;
 - 14.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;

14.8.3.3 Assessment of liquidated damages as provided in this Master Agreement;

14.8.3.4 Suspension of Contractor from being able to respond to future bid solicitations;

14.8.3.5 Suspension of Contractor's performance; and

14.8.3.6 Withholding of payment until the default is remedied.

14.8.4 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 shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. 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 will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. 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 Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will 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, any Participating Addendum, or any Purchase Order.

14.10 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 public procurement or contracting 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.

14.11 No Waiver of Sovereign Immunity

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the 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.

14.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the 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.

14.12 Governing Law and Venue

14.12.1 The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

14.12.2 Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

14.12.3 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; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

14.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state 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 in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

14.14 Survivability. Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the Party authorizing his or her signature.

CONTRACTOR

GH Armor Systems Inc.

Signed by:

Chris Grado

B271019BBEBE448...

By: Chris Grado, General Manager

Date: 5/7/2025

STATE OF COLORADO

Jared S. Polis, Governor

**Department of Personnel and Administration,
State Purchasing and Contracts Office**

Tony Gherardini, Executive Director

DocuSigned by:

John Chapman

EF45AFDEB51E414...

By: John Chapman State Purchasing Manager

Date: 5/7/2025

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

DocuSigned by:

By:

Nathan Manley

66856696CC1A43A...

Nathan Manley

Effective Date: 5/8/2025

In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated above by the State Controller or an authorized delegate.

Exhibit A Scope of Work

I. Master Agreement Deliverables

1.1 Body Armor Products must meet the NIJ, ASTM, and/or any additional product standards as requested by the Lead State for the price list. As new standards are published, Contractor may or may not have transition dates provided to add new products to the Master Agreement. As products are no longer maintained on the NIJ CPL or ASTM Verified Products List, the Lead State will remove them from Contractor's Price List, if not removed by Contractor. If new verification and/or certification programs are completed by NIJ, ASTM, or other recognized conformity assessment body, the Lead State may request new products from Contractor. When new or revised standards are available, Contractor will be expected to submit products compliant with the new or revised standards during the term of the Master Agreement. If new standards are published in the last few months of the last term of the Master Agreements Contractor will not be required to submit new products compliant with new or revised standards. Contractor will not be required to provide all product types.

1.2 Product Standards

- NIJ Standard 0101.06, Ballistic Resistance of Body Armor. This standard applies until the associated NIJ CPL is no longer maintained by NIJ.
- NIJ 0101.07, Ballistic Resistance of Body Armor. This standard applies when the associated NIJ CPL is available; The associated NIJ CPL is expected to be maintained by NIJ throughout the time frame of the Master Agreements.
- NIJ Standard 0115.00, Stab Resistance of Personal Body Armor. This standard applies until the associated NIJ CPL is no longer maintained by NIJ.
- NIJ Standard 0115.01, Stab Resistance of Personal Body Armor. This standard applies when the associated NIJ CPL is available; The associated NIJ CPL is expected to be maintained by NIJ throughout the time frame of the Master Agreements.
- ASTM E3368/E3368M, Standard Specification for Ballistic-Resistant Helmets Worn by U.S. Public Safety Officers also to include ballistic resistant face shields when on Verified Products List. Helmets not yet on ASTM Verified Products List will be allowed until 12/31/2026 on the Non-Market Basket List with products that are not verified or certified.
- ASTM E3347/E3347M Standard Specification for Ballistic-Resistant Shields Used by Law Enforcement Officers. Shields not yet on ASTM Verified Products List will be allowed until 12/31/2026 on the Non-Market Basket List with products that are not verified or certified.
- New or revised product standards for body armor and ballistic-resistant products. Products compliant with new or revised product standards may be added to price lists if requested and approved by the Lead State. Requested additions to price list may or may not be approved in a timely manner.

1.3 Product Category

- **Ballistic-resistant Vest:** NIJ Standard 0101.07 Protection Levels HG1, HG2, RF1, RF2, RF3. NIJ Standard 0101.06 Products will be accepted on the price lists until the NIJ CPL for 0101.06 is no longer online. When it is no longer maintained by NIJ these products will not be acceptable on the Master Agreements.

- **Stab-resistant Vest:** NIJ Standard 0115.00 or 0115.01 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.
- **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 the NIJ 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.
- **In Conjunction With Armor:** NIJ -0101.07 Protection Levels HG1, HG2, RF1, RF2, RF3. The ballistic panels shall have the NIJ mark on the label.
- **K-9 Ballistic-resistant Vest:** There is no NIJ standard or Compliance Testing Program for K-9 body armor. K-9 vests will be located on the Non-Market Basket List with products that are not verified or certified
- **K-9 Combination Vest:** There is no NIJ standard or Compliance Testing Program for K-9 body armor. K-9 vests will be located on the Non-Market Basket List with products that are not verified or certified.
- **K-9 Stab-resistant Vest:** There is no NIJ standard or Compliance Testing Program for K-9 body armor. K-9 vests will be located on the Non-Market Basket List with products that are not verified or certified.
- **Ballistic-resistant Helmets:** ASTM Standard Specification for Ballistic Resistant-Resistant Helmets Worn by U.S. Public Safety Officers ASTM E3368/E3368M. To include ballistic resistant face shields as well when listed on the Verified Products List. Models shall be listed on the ASTM Verified Products List.
- **Ballistic-resistant Shields:** ASTM Standard Specification for Ballistic-Resistant Shields Used by Law Enforcement Officers E3347/E3347M. Models shall be listed on the ASTM Verified Products List.
- **Carriers:** Carriers are an integral part of a vest (providing no ballistic protection), and some types of carriers are: Concealable, uniform shirt, and tactical.

1.4 Accessories: includes but is not limited to the following items:

- **Ballistic-resistant:** As of the date of the posting of this RFP, NIJ, ASTM or other group does not certify or verify ballistic-resistant accessories. During the term of this Master Agreement, when certification or verification programs are implemented for any of these categories, including shoulder, neck, groin, and other ballistic-resistant accessories, Contractor will be expected to provide new products in these verification or certification programs. Transition dates may or may not be provided for adding new items to price lists.
- **Groin, yoke, bicep, collar, shoulder, and throat protectors:** To be added to Market Basket list after verification or certification programs are implemented.
- **Non-ballistic-resistant Products**
- **Trauma pack:** Located on Non-Market Basket list with products that are not verified or certified.
- **Trauma plate:** Located on Non-Market Basket list with products that are not verified or certified.
- **Insert (soft armor or hard armor)** Located on Non-Market Basket list with products that are not verified or certified.
- **Pouches:** Located on Non-Market Basket list with products that are not verified or certified.
- **Replacement carrier straps:** Located on Non-Market Basket list with products that are not verified or certified.

- **ID Patches:** Located on Non-Market Basket list with products that are not verified or certified.
- **Carry bags for concealable vest, tactical vest, shield, and helmet:** Located on Non-Market Basket list with products that are not verified or certified.
- **Helmet equipment rails, pads, and retention/suspension system:** Located on Non-Market Basket list with products that are not verified or certified.
- **Shield lights, shoulder straps, logos:** Located on Non-Market Basket list with products that are not verified or certified.

II. Product Specifications

Body Armor and Ballistic-Resistant Products must be ordered new and unused, and shall not contain re-used/remanufactured or re-purposed components.

Body Armor and Ballistic-resistant Products that are listed on NIJ-CPL, ASTM-Verified Products List, or other verification or certification program, shall be constructed identically to the original model tested and certified or verified to comply with the NIJ or ASTM Standards referenced in this solicitation or provided by ASTM, NIJ or other body as approved by the Lead State. For body armor and ballistic-resistant products not certified by NIJ or verified by ASTM, the Contractor 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 Purchasing Entity) the test report.

All materials and construction shall be of the same as reported to NIJ in the “Build Sheet” or in the “submittal package” which lists the materials and construction for the model for NIJ certified products. All materials and construction shall be the same as in the ASTM-required build sheet or submittal package for ASTM verified products.

Workmanship shall be first quality, with no defects that might affect performance, wearability, or durability of the vest.

Products intended to be worn by end users shall not be “bulk ordered” inventory, nor substantially tailored or modified “off the shelf” items. Items worn by end users are to fit personnel as needed, since altering products could potentially change the performance aspects originally tested under NIJ Compliance Testing Program or ASTM Verification Process.

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.

All vest measurements must be made according to Contractor 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.

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.

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.

All fasteners, including hook and pile (Velcro), non-directional snaps, webbing, side release buckles, Fastex buckles (or approved equivalent), and zippers, shall be the same or similar color, as approved by the Purchasing Entity, as the carrier.

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 appropriate labeling requirements according to NIJ Standards for body armor or ASTM Verification Mark standards for ballistic-resistant products other than body armor, as updated or amended. This shall include at least the following for applicable products:

- a) Name of Contractor.
- b) Location of Contractor.
- c) Model designation from the relevant NIJ CPL or ASTM Verified Products List (The model designation number shall match the submitted price list and letter of certification/verification.)
- d) ASTM Verification Mark and name of the standard to which the product is verified
- e) NIJ Mark and 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) An "Asset Number" space so Purchasing Entity can enter as needed.
- l) Basic care and maintenance instructions.
- m) For body armor and shields, basic care and maintenance instructions.
- n) Size of product.
- o) Ballistic protection warranty period.

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

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

All carriers must have at least an 18-month Contractor's warranty.

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

All fasteners, including hook and pile (Velcro®), non-directional snaps, webbing, side release buckles, Fastex buckles (or approved equivalent), and zippers, shall be the same or similar color, as approved by the Purchasing Entity, as the carrier.

III. Contractor Responsibilities and Tasks

3.1 Customer Service

Contractor shall provide a single point of contact for all issues and questions regarding the goods and services provided, including, but not limited to: pricing, product issues, delivery, status of orders, and Contract issues.

Contractor must provide full service and support for awarded products during normal business hours.

Distributors must be able to service Purchasing Entities within a reasonable time frame, and must have the ability to travel to the Purchasing Entity's specified location once an order, regardless of quantity, has been received.

Distributors shall offer instruction or provide presentations, as requested by Purchasing Entities, regarding the care, usage, and limitation of bullet-resistant and stab-resistant armor.

3.2 Ordering and Invoicing Specifications

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 or ASTM Verification shall have evidence of compliance with an appropriate standard.

Contractor may not provide Body Armor and Ballistic Resistant Products that have not been approved by the Lead State.

The price list shall be ceiling pricing. Contractor may offer lower pricing on a per Order basis to Purchasing Entities; likewise, Purchasing Entities may request lower pricing on a per Order basis only from Contractor.

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. Contractor is not permitted to send Price List updates directly to NASPO ValuePoint.

All requested changes to price lists, additional products requested to be added, products removed, price modifications or other changes will be provided to the Lead State for approval and will be provided with colored text, or strike through colored text. If price list changes are not clear they may be requested to be modified for clarification.

Pricing must include all shipping, delivery and service costs associated with the product.

All sizing, measurements, and final fitting shall be done at no expense to, and shall be scheduled at the convenience of, the Purchasing Entity.

All orders, regardless of quantity, shall be delivered to Purchasing Entities within sixty (60) calendar days after Manufacturer receipt of order.

The Contractor must coordinate delivery with the Purchasing Entity specified on the order.

Body Armor improperly fitted to an individual wearer shall be altered or replaced and delivered to the individual within thirty (30) calendar days by the Contractor at no expense to the Purchasing Entity.

Product invoice shall contain, at a minimum:

- a)** Name of Purchasing Entity.
- b)** Order date.
- c)** Description of the product ordered.
- d)** NIJ CPL model designation and Threat Level.

- e) Serial number.
- f) Price.
- g) Any additional information required by the Purchasing Entity.

3.3 Packaging Requirements

All Body Armor and Ballistic-resistant products shall be packaged in such a manner as to ensure delivery in undamaged condition.

All packages must be labeled to indicate, at minimum, the Contractor's name and order number and the Purchasing Entity's name, address, and contact person.

Packages that cannot be clearly identified may be refused and/or returned at no cost to the Purchasing Entity.

3.4 Delivery Requirements

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.

All deliveries shall be made during normal working hours, which may vary for each Purchasing Entity of each Participating State.

It shall be the responsibility of the Contractor to be aware of the delivery days and receiving hours for each Purchasing Entity.

The Purchasing Entity shall not be responsible for any additional charges, should the Contractor fail to observe specific delivery days and receiving hours.

The delivery days and delivery hours shall be established after contract award by each individual Purchasing Entity.

3.5 Recycling

Contractors are encouraged to facilitate recycling of used ballistic panels and other products on behalf of Purchasing Entities. Details listed in Exhibit E.

Recycling programs may be operated in-house by the Contractor, or through contractual or other arrangements which the Contractor shall establish with reputable domestic firms who have an established history of recycling ballistic materials and other products and providing chain of custody documentation.

Expired, unsafe and aged ballistic vests and other personal protection gear are transported to a processor where the material is processed and rendered unusable in ballistic protection applications. After the deconstruction of ballistic panels and/or other technical materials, the fiber is converted into end-use items such as gloves, brake pads, boat ropes, tire treads, etc. This will aid in keeping sensitive ballistic material out of circulation.

Recycled ballistic panels shall be tracked by serial number throughout the recycling process.

IV. Lead State Responsibilities and Tasks

4.1 Product and Distributor List Revisions

As new products are made available; Contractor may submit these products for consideration by the Lead State. Only products that are new item numbers (i.e., having different materials, styles 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 after approval by the Lead State. For new products submitted after the first of the month, having errors in the submission or errors in the items, or requested changes from the Contractor after initial approval, may have delays in approval for addition to the Master Agreement.

New products receiving Certification or Verification to the NIJ CPL or the ASTM Verified Products List may be added to the price list at the currently existing MSRP/List Price Discount Percentages in between quarters if requested by Contractor and at the discretion and approval of the Lead State.

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) or removed from the ASTM Verified Products List.

Distributor lists to be provided to the Lead State when changes are requested by Contractor.
Agent/Distributor form to be provided with all update requests.

After the first (12) months of the contract, the MRSP/List Price Discount Percentages will be used as one part of a guideline for price change reviews; other parts of the guideline include, but are not limited to, the overall increase from the current contract BID Price.

Exhibit B – Product and Price List

Go to NASPO ValuePoint Master Agreement web page for current Lead State and Contractor Approved Product and Price List.

Exhibit C – Agents and Distributors by State

Go to NASPO ValuePoint Master Agreement web page for current Lead State and Contractor Approved Agents and Distributors by State list.

Exhibit D – Authorized Distributor Form

To be completed and returned to the Lead State for review and approval at the Lead State’s discretion with any Distributor List Update requests.

Manufacturer/Contractor Name

Master Agreement Number

(Check one)

☐ The Agent/Distributor listed below is an authorized reseller and will provide Goods and Services in accordance with the State of Colorado and NASPO ValuePoint Request for Proposal and Master Agreement.

☐ The Agent/Distributor listed below will no longer provide Goods and Services under the NASPO ValuePoint Body Armor and Ballistic Resistant Products Master Agreement.

Agent / Distributor Company Name

State(s) Serviced by Agent/Distributor

Date(s) Training Completed (for new Distributors)

State(s) Serviced by Agent/Distributor

Agent/Distributor Name

Address:

Phone (include Toll-Free, if available)

Contact Person(s)

Email Address(es)

FEIN

Agent/Distributor Website (If available)

Signed: _____ Date: _____
(Master Agreement Contractor)

Signed: _____ Date: _____
(Distributor Representative)

Exhibit E – Warranty and Recycling Plan

RECYCLING PROGRAM

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@gharmor.com.
- A form will be provided for additional details; return completed form to Customer Service.
- Disposal of soft armor panels is free of charge.
- Agency is responsible for freight for requests of less than 250 soft armor panel sets.
- 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.

Davy Textiles Inc

Address: 116 Wooten St Statesville NC 28677 PH 704-978-1099

IN-HOUSE CHAIN OF CUSTODY POLICY

Policy: Davy Textiles, Inc shall keep sufficient records of all movement and disposal of materials through the recycling process.

Purpose: To ensure proper handling of product information and ensure product traceability.

Scope: This procedure applies to all materials requiring a certificate of destruction.

DISPOSAL REQUEST FORM

Obtain the form from GH Armor customer service: customerservice@gharmor.com.

WARRANTY

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 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 1 year 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. 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.

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.

USE OF SOFT ARMOR PANELS IN THIRD-PARTY EXTERNAL CARRIERS

Consistent with the terms of the Soft Armor Panel Warranty, GH Armor will continue to support the warranty of GH Armor soft armor panels when used in conjunction with approved third-party external carriers, subject to the following conditions:

- GH Armor soft armor panels shall remain in their original GH concealable carrier when inserted into the third-party external carrier.
- The front and rear soft armor panels shall be fastened together with the hook and loop straps and connected inside of the shoulder area of the third-party external carrier in order to suspend the front and back soft armor panels in the proper orientation.
- GH Armor soft armor panels shall not be used with third-party concealable carriers.

Proper orientation is integral to the performance of the soft armor panels. Additionally, soft armor panels offer protection to only those areas that cover the body. As such, GH Armor will not be responsible for the sizing, labeling or integration of the soft armor panels with third-party external carriers.

Any use of GH Armor soft armor panels that does not reflect the intended fit, placement, or orientation of the soft armor panels or in any way degrades the performance, protection, or durability of the soft armor panels shall void the warranty.

GH Armor will not support the warranty of GH Armor soft armor panels when used in conjunction with non-approved third-party external carriers.

SUPPLEMENTAL GUIDANCE

GH Armor affirms that its NIJ 06 products, specifically soft armor panels certified to comply with the National Institute of Justice's ("NIJ") Ballistic Resistance of Body Armor, NIJ Standard-0101.06, for the applicable NIJ threat level designated on each soft armor panel label. For spike and/or multi-threat (i.e., ballistic and stab

resistant) soft armor panels, GH Armor also affirms that the products have been certified to comply with the NIJ's Stab Resistance of Personal Body Armor, NIJ Standard-0115.00, for the applicable NIJ spike threat level designated on each soft armor panel label.

Vests shall be always worn in accordance with GH Armor Use & Care guidelines. The above warranties do not apply to any product subjected to misuse, abuse, accident, neglect, unauthorized alteration, breakage, interruption, damage, improper storage or handling, or unauthorized repair or service. The above warranties are the sole and exclusive warranties made by GH Armor with respect to its products, not be enlarged by any representations, descriptions, course of dealing, trade usage, technical advice, service, samples, models, or otherwise, nor shall they be altered or expanded by any acts, statements, or agreements of any dealer, employee, or agent of GH Armor (other than by an authorized officer of GH Armor).

In no event shall GH Armor be liable for any punitive, exemplary, or consequential damages, anticipated or lost profits, incidental damages, loss of time, or other indirect losses or expenses that may arise from any cause relating to its products, regardless of the form of the action, notwithstanding any contrary provision. In no event shall the total liability of GH Armor (together with the liability of its officers, directors, employees, and agents) exceed the purchase price actually paid for the product that gives rise to such liability. The foregoing disclaimers are subject to any applicable laws that regulate product warranties.

PRODUCT USE & CARE

Adhere to the additional attachment on the NASPO Master Agreement for these details.

VEST ASSEMBLY

Locate "BODY SIDE" label on front soft armor panel. Insert front soft armor panel in proper orientation with "BODY SIDE" label facing toward body. Repeat steps for rear soft armor panel. Engage internal shoulder suspension tabs to secure soft armor panels to carrier. Close carrier. Don vest and adjust straps for proper fit and coverage, ensuring balanced front-to-rear overlap.

Significant adjustability may be achieved through strap placement. Prior to duty wear, adjust straps for proper fit and coverage. Contact distributor immediately with questions or concerns.

Routinely inspect vest for signs of degradation. If evidence of soft armor panel, panel cover, or seam seal damage is found, contact distributor immediately for repair or replacement.

VEST ASSEMBLY & STORAGE

VEST STORAGE

Store vest in cool, dry location. Do not store vest with prolonged exposure to excessive heat and/or humidity, which may adversely affect vest performance.

Store vest on flat surface or in orientation avoiding excessive stress on carrier components, including elastic and/or hook and loop. Do not hang vest by elastic straps for extended period. Do not store vest in compressed, folded, or improper configuration.

VEST ASSEMBLY

Locate “BODY SIDE” label on front soft armor panel. Insert front soft armor panel in proper orientation with “BODY SIDE” label facing toward body. Repeat steps for rear soft armor panel. Engage internal shoulder suspension tabs to secure soft armor panels to carrier. Close carrier. Don vest and adjust straps for proper fit and coverage, ensuring balanced front-to-rear overlap.

Significant adjustability may be achieved through strap placement. Prior to duty wear, adjust straps for proper fit and coverage. Contact distributor immediately with questions or concerns.

Routinely inspect vest for signs of degradation. If evidence of soft armor panel, panel cover, or seam seal damage is found, contact distributor immediately for repair or replacement.

VEST STORAGE

Store vest in cool, dry location. Do not store vest with prolonged exposure to excessive heat and/or humidity, which may adversely affect vest performance.

Store vest on flat surface or in orientation avoiding excessive stress on carrier components, including elastic and/or hook and loop. Do not hang vest by elastic straps for extended period. Do not store vest in compressed, folded, or improper configuration.

Market Basket Products List

Contractor Name: GH Armor

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Stab-resistant Vest (including carrier)	Spike Protection
Stab-resistant Vest (including 2 carriers)	Spike Protection
Stab-resistant Vest (soft armor panels only, no carrier)	Spike Protection
Stab-resistant Vest (including carrier)	Spike Protection
Stab-resistant Vest (including 2 carriers)	Spike Protection
Stab-resistant Vest (soft armor panels only, no carrier)	Spike Protection
Stab-resistant Vest (including carrier)	Spike Protection
Stab-resistant Vest (including 2 carriers)	Spike Protection
Stab-resistant Vest (soft armor panels only, no carrier)	Spike Protection
Stab-resistant Vest (including carrier)	Spike Protection
Stab-resistant Vest (including 2 carriers)	Spike Protection
Combination Vest (soft armor panels only, no carrier)	Handgun-Spike
Combination Vest (including carrier)	Handgun-Spike
Combination Vest (including 2 carriers)	Handgun-Spike
Combination Vest (soft armor panels only, no carrier)	Handgun-Spike
Combination Vest (including carrier)	Handgun-Spike
Combination Vest (including 2 carriers)	Handgun-Spike

sted on the NIJ CPL 0101.06 - Certified. Active on the NIJ CPL.

Manufacturer (Brand and Series)	Manufacturer Catalog #
GH Ethos II EX02	GH-EX02-II-M
GH Ethos II EX02	GH-EX02-II-M with (1) GH-LPC
GH Ethos II EX02	GH-EX02-II-M with (2) GH-LPC
GH Ethos II EX02	GH-EX02-II-F
GH Ethos II EX02	GH-EX02-II-F with (1) GH-LPC
GH Ethos II EX02	GH-EX02-II-F with (2) GH-LPC
GH Ethos II EX02	GH-EX02-II-N
GH Ethos II EX02	GH-EX02-II-N with (1) GH-LPC
GH Ethos II EX02	GH-EX02-II-N with (2) GH-LPC
GH HeliX II HX04	GH-HX04-II-M
GH HeliX II HX04	GH-HX04-II-M with (1) GH-LPC
GH HeliX II HX04	GH-HX04-II-M with (2) GH-LPC
GH HeliX II HX04	GH-HX04-II-F
GH HeliX II HX04	GH-HX04-II-F with (1) GH-LPC
GH HeliX II HX04	GH-HX04-II-F with (2) GH-LPC
GH HeliX II HX04	GH-HX04-II-N
GH HeliX II HX04	GH-HX04-II-N with (1) GH-LPC
GH HeliX II HX04	GH-HX04-II-N with (2) GH-LPC
GH ProX II PX04	GH-PX04-II-M
GH ProX II PX04	GH-PX04-II-M with (1) GH-LPC
GH ProX II PX04	GH-PX04-II-M with (2) GH-LPC
GH ProX II PX04	GH-PX04-II-N
GH ProX II PX04	GH-PX04-II-N with (1) GH-LPC
GH ProX II PX04	GH-PX04-II-N with (2) GH-LPC
GH Ethos IIIA EX02	GH-EX02-IIIA-M
GH Ethos IIIA EX02	GH-EX02-IIIA-M with (1) GH-LPC
GH Ethos IIIA EX02	GH-EX02-IIIA-M with (2) GH-LPC
GH Ethos IIIA EX02	GH-EX02-IIIA-F
GH Ethos IIIA EX02	GH-EX02-IIIA-F with (1) GH-LPC
GH Ethos IIIA EX02	GH-EX02-IIIA-F with (2) GH-LPC
GH Ethos IIIA EX02	GH-EX02-IIIA-N
GH Ethos IIIA EX02	GH-EX02-IIIA-N with (1) GH-LPC
GH Ethos IIIA EX02	GH-EX02-IIIA-N with (2) GH-LPC
GH HeliX IIIA HX04	GH-HX04-IIIA-M
GH HeliX IIIA HX04	GH-HX04-IIIA-M with (1) GH-LPC
GH HeliX IIIA HX04	GH-HX04-IIIA-M with (2) GH-LPC
GH HeliX IIIA HX04	GH-HX04-IIIA-F
GH HeliX IIIA HX04	GH-HX04-IIIA-F with (1) GH-LPC

GH Helix IIIA HX04	GH-HX04-IIIA-F with (2) GH-LPC
GH Helix IIIA HX04	GH-HX04-IIIA-N
GH Helix IIIA HX04	GH-HX04-IIIA-N with (1) GH-LPC
GH Helix IIIA HX04	GH-HX04-IIIA-N with (2) GH-LPC
GH ProX IIIA PX04	GH-PX04-IIIA-M
GH ProX IIIA PX04	GH-PX04-IIIA-M with (1) GH-LPC
GH ProX IIIA PX04	GH-PX04-IIIA-M with (2) GH-LPC
GH ProX IIIA PX04	GH-PX04-IIIA-N
GH ProX IIIA PX04	GH-PX04-IIIA-N with (1) GH-LPC
GH ProX IIIA PX04	GH-PX04-IIIA-N with (2) GH-LPC
GH Ethos IIIA EX02	GH-AT3-VEST-EX02-IIIA
GH Helix IIIA HX04	GH-AT3-VEST-HX04-IIIA
GH Ethos IIIA EX02	GH-AT5-VEST-EX02-IIIA
GH Helix IIIA HX04	GH-AT5-VEST-HX04-IIIA
GH Ethos IIIA EX02	GH-AT7-VEST-EX02-IIIA
GH Helix IIIA HX04	GH-AT7-VEST-HX04-IIIA
NIJ 06, Level III Stand Alone, 8x10" Full Cut	GH-306-1812-8X10FC
NIJ 06, Level III Stand Alone, 8x10" Full Cut	GH-306-1812-8X10FC with (1) GH-HRN-PHB.N
NIJ 06, Level III Stand Alone, 8x10" Full Cut	GH-306-1812-8X10FC with (2) GH-HRN-PHB.N
NIJ 06, Level III Stand Alone, 10x12" Full Cut	GH-306-1812-10X12FC
NIJ 06, Level III Stand Alone, 10x12" Full Cut	H-306-1812-10X12FC with (1) GH-HRN-PHB.I
NIJ 06, Level III Stand Alone, 10x12" Full Cut	H-306-1812-10X12FC with (2) GH-HRN-PHB.I
NIJ 06, Level III Stand Alone, 10x12" Shooter's Cut	GH-306-1812-10X12SH
NIJ 06, Level III Stand Alone, 10x12" Shooter's Cut	H-306-1812-10X12SH with (1) GH-HRN-PHB.I
NIJ 06, Level III Stand Alone, 10x12" Shooter's Cut	H-306-1812-10X12SH with (2) GH-HRN-PHB.I
NIJ 06, Level III Stand Alone, 8x10" Full Cut MC	GH-306-1819-8X10FC
NIJ 06, Level III Stand Alone, 8x10" Full Cut MC	GH-306-1819-8X10FC with (1) GH-HRN-PHB.N
NIJ 06, Level III Stand Alone, 8x10" Full Cut MC	GH-306-1819-8X10FC with (2) GH-HRN-PHB.N
NIJ 06, Level III Stand Alone, 8x10" Shooter's Cut MC	GH-306-1819-8X10SH
NIJ 06, Level III Stand Alone, 8x10" Shooter's Cut MC	GH-306-1819-8X10SH with (1) GH-HRN-PHB.N
NIJ 06, Level III Stand Alone, 8x10" Shooter's Cut MC	GH-306-1819-8X10SH with (2) GH-HRN-PHB.N
NIJ 06, Level III Stand Alone, 10x12" Full Cut MC	GH-306-1819-10X12FC
NIJ 06, Level III Stand Alone, 10x12" Full Cut MC	H-306-1819-10X12FC with (1) GH-HRN-PHB.I

NIJ 06, Level III Stand Alone, 10x12" Full Cut MC	H-306-1819-10X12FC with (2) GH-HRN-PHB.
NIJ 06, Level III Stand Alone, 10x12" Shooter's Cut MC	GH-306-1819-10X12SH
NIJ 06, Level III Stand Alone, 10x12" Shooter's Cut MC	H-306-1819-10X12SH with (1) GH-HRN-PHB.
NIJ 06, Level III Stand Alone, 10x12" Shooter's Cut MC	H-306-1819-10X12SH with (2) GH-HRN-PHB.
NIJ 06, Level III Stand Alone, 8.75x11.75" SAPI SM MC	GH-306-1819-SAPISM
NIJ 06, Level III Stand Alone, 8.75x11.75" SAPI SM MC	GH-306-1819-SAPISM with (1) GH-HRN-PHB.
NIJ 06, Level III Stand Alone, 8.75x11.75" SAPI SM MC	GH-306-1819-SAPISM with (2) GH-HRN-PHB.
NIJ 06, Level III Stand Alone, 9.5x12.5" SAPI MD MC	GH-306-1819-SAPIMD
NIJ 06, Level III Stand Alone, 9.5x12.5" SAPI MD MC	GH-306-1819-SAPIMD with (1) GH-HRN-PHB.
NIJ 06, Level III Stand Alone, 9.5x12.5" SAPI MD MC	GH-306-1819-SAPIMD with (2) GH-HRN-PHB.
NIJ 06, Level III Stand Alone, 10.25x13.25" SAPI LG MC	GH-306-1819-SAPILG
NIJ 06, Level III Stand Alone, 10.25x13.25" SAPI LG MC	GH-306-1819-SAPILG with (1) GH-HRN-PHB.
NIJ 06, Level III Stand Alone, 10.25x13.25" SAPI LG MC	GH-306-1819-SAPILG with (2) GH-HRN-PHB.
NIJ 06, Level III Stand Alone, 11x14" SAPI XL MC	GH-306-1819-SAPIXL
NIJ 06, Level III Stand Alone, 11x14" SAPI XL MC	GH-306-1819-SAPIXL with (1) GH-HRN-PHB.
NIJ 06, Level III Stand Alone, 11x14" SAPI XL MC	GH-306-1819-SAPIXL with (2) GH-HRN-PHB.
NIJ 06, Level III+ Stand Alone, 10x12" Shooter's Cut MC	GH-306-1820-10X12SH
NIJ 06, Level III+ Stand Alone, 10x12" Shooter's Cut MC	H-306-1820-10X12SH with (1) GH-HRN-PHB.
NIJ 06, Level III+ Stand Alone, 10x12" Shooter's Cut MC	H-306-1820-10X12SH with (2) GH-HRN-PHB.
NIJ 06, Level III+ Stand Alone, 8.75x11.75" SAPI SM MC	GH-306-1820-SAPISM
NIJ 06, Level III+ Stand Alone, 8.75x11.75" SAPI SM MC	GH-306-1820-SAPISM with (1) GH-HRN-PHB.
NIJ 06, Level III+ Stand Alone, 8.75x11.75" SAPI SM MC	GH-306-1820-SAPISM with (2) GH-HRN-PHB.
NIJ 06, Level III+ Stand Alone, 9.5x12.5" SAPI MD MC	GH-306-1820-SAPIMD

NIJ 06, Level III+ Stand Alone, 9.5x12.5" SAPI MD MC	GH-306-1820-SAPIMD with (1) GH-HRN-PHB.M
NIJ 06, Level III+ Stand Alone, 9.5x12.5" SAPI MD MC	GH-306-1820-SAPIMD with (2) GH-HRN-PHB.M
NIJ 06, Level III+ Stand Alone, 10.25x13.25" SAPI LG MC	GH-306-1820-SAPILG
NIJ 06, Level III+ Stand Alone, 10.25x13.25" SAPI LG MC	GH-306-1820-SAPILG with (1) GH-HRN-PHB.M
NIJ 06, Level III+ Stand Alone, 10.25x13.25" SAPI LG MC	GH-306-1820-SAPILG with (2) GH-HRN-PHB.M
NIJ 06, Level III+ Stand Alone, 11x14" SAPI XL MC	GH-306-1820-SAPIXL
NIJ 06, Level III+ Stand Alone, 11x14" SAPI XL MC	GH-306-1820-SAPIXL with (1) GH-HRN-PHB.M
NIJ 06, Level III+ Stand Alone, 11x14" SAPI XL MC	GH-306-1820-SAPIXL with (2) GH-HRN-PHB.M
NIJ 06, Level III+ Stand Alone, 10x12" Shooter's Cut	GH-306-1822-10X12SH
NIJ 06, Level III+ Stand Alone, 10x12" Shooter's Cut	H-306-1822-10X12SH with (1) GH-HRN-PHB.M
NIJ 06, Level III+ Stand Alone, 10x12" Shooter's Cut	H-306-1822-10X12SH with (2) GH-HRN-PHB.M
NIJ 06, Level III+ Stand Alone, 8.75x11.75" SAPI SM	GH-306-1822-SAPISM
NIJ 06, Level III+ Stand Alone, 8.75x11.75" SAPI SM	GH-306-1822-SAPISM with (1) GH-HRN-PHB.M
NIJ 06, Level III+ Stand Alone, 8.75x11.75" SAPI SM	GH-306-1822-SAPISM with (2) GH-HRN-PHB.M
NIJ 06, Level III+ Stand Alone, 9.5x12.5" SAPI MD	GH-306-1822-SAPIMD
NIJ 06, Level III+ Stand Alone, 9.5x12.5" SAPI MD	GH-306-1822-SAPIMD with (1) GH-HRN-PHB.M
NIJ 06, Level III+ Stand Alone, 9.5x12.5" SAPI MD	GH-306-1822-SAPIMD with (2) GH-HRN-PHB.M
NIJ 06, Level III+ Stand Alone, 10.25x13.25" SAPI LG	GH-306-1822-SAPILG
NIJ 06, Level III+ Stand Alone, 10.25x13.25" SAPI LG	GH-306-1822-SAPILG with (1) GH-HRN-PHB.M
NIJ 06, Level III+ Stand Alone, 10.25x13.25" SAPI LG	GH-306-1822-SAPILG with (2) GH-HRN-PHB.M
NIJ 06, Level III+ Stand Alone, 11x14" SAPI XL	GH-306-1822-SAPIXL
NIJ 06, Level III+ Stand Alone, 11x14" SAPI XL	GH-306-1822-SAPIXL with (1) GH-HRN-PHB.M
NIJ 06, Level III+ Stand Alone, 11x14" SAPI XL	GH-306-1822-SAPIXL with (2) GH-HRN-PHB.M

NIJ 06, Level III Stand Alone, 8x10" Shooter's Cut MC	GH-306-1837-8X10SH
NIJ 06, Level III Stand Alone, 8x10" Shooter's Cut MC	GH-306-1837-8X10SH with (1) GH-HRN-PHB.M
NIJ 06, Level III Stand Alone, 8x10" Shooter's Cut MC	GH-306-1837-8X10SH with (2) GH-HRN-PHB.M
NIJ 06, Level III Stand Alone, 10x12" Shooter's Cut MC	GH-306-1837-10X12SH
NIJ 06, Level III Stand Alone, 10x12" Shooter's Cut MC	GH-306-1837-10X12SH with (1) GH-HRN-PHB.M
NIJ 06, Level III Stand Alone, 10x12" Shooter's Cut MC	GH-306-1837-10X12SH with (2) GH-HRN-PHB.M
NIJ 06, Level III Stand Alone, 8.75x11.75" SAPI SM MC	GH-306-1837-SAPISM
NIJ 06, Level III Stand Alone, 8.75x11.75" SAPI SM MC	GH-306-1837-SAPISM with (1) GH-HRN-PHB.M
NIJ 06, Level III Stand Alone, 8.75x11.75" SAPI SM MC	GH-306-1837-SAPISM with (2) GH-HRN-PHB.M
NIJ 06, Level III Stand Alone, 9.5x12.5" SAPI MD MC	GH-306-1837-SAPIMD
NIJ 06, Level III Stand Alone, 9.5x12.5" SAPI MD MC	GH-306-1837-SAPIMD with (1) GH-HRN-PHB.M
NIJ 06, Level III Stand Alone, 9.5x12.5" SAPI MD MC	GH-306-1837-SAPIMD with (2) GH-HRN-PHB.M
NIJ 06, Level III Stand Alone, 10.25x13.25" SAPI LG MC	GH-306-1837-SAPILG
NIJ 06, Level III Stand Alone, 10.25x13.25" SAPI LG MC	GH-306-1837-SAPILG with (1) GH-HRN-PHB.M
NIJ 06, Level III Stand Alone, 10.25x13.25" SAPI LG MC	GH-306-1837-SAPILG with (2) GH-HRN-PHB.M
NIJ 06, Level III Stand Alone, 11x14" SAPI XL MC	GH-306-1837-SAPIXL
NIJ 06, Level III Stand Alone, 11x14" SAPI XL MC	GH-306-1837-SAPIXL with (1) GH-HRN-PHB.M
NIJ 06, Level III Stand Alone, 11x14" SAPI XL MC	GH-306-1837-SAPIXL with (2) GH-HRN-PHB.M
NIJ 06, Level III+ Stand Alone, 8x10" Shooter's Cut MC	GH-306-1838-8X10SH
NIJ 06, Level III+ Stand Alone, 8x10" Shooter's Cut MC	GH-306-1838-8X10SH with (1) GH-HRN-PHB.M
NIJ 06, Level III+ Stand Alone, 8x10" Shooter's Cut MC	GH-306-1838-8X10SH with (2) GH-HRN-PHB.M
NIJ 06, Level III+ Stand Alone, 10x12" Shooter's Cut MC	GH-306-1838-10X12SH
NIJ 06, Level III+ Stand Alone, 10x12" Shooter's Cut MC	GH-306-1838-10X12SH with (1) GH-HRN-PHB.M

NIJ 06, Level III+ Stand Alone, 10x12" Shooter's Cut MC	H-306-1838-10X12SH with (2) GH-HRN-PHB.M
NIJ 06, Level III+ Stand Alone, 8.75x11.75" SAPI SM MC	GH-306-1838-SAPISM
NIJ 06, Level III+ Stand Alone, 8.75x11.75" SAPI SM MC	GH-306-1838-SAPISM with (1) GH-HRN-PHB.M
NIJ 06, Level III+ Stand Alone, 8.75x11.75" SAPI SM MC	GH-306-1838-SAPISM with (2) GH-HRN-PHB.M
NIJ 06, Level III+ Stand Alone, 9.5x12.5" SAPI MD MC	GH-306-1838-SAPIMD
NIJ 06, Level III+ Stand Alone, 9.5x12.5" SAPI MD MC	GH-306-1838-SAPIMD with (1) GH-HRN-PHB.M
NIJ 06, Level III+ Stand Alone, 9.5x12.5" SAPI MD MC	GH-306-1838-SAPIMD with (2) GH-HRN-PHB.M
NIJ 06, Level III+ Stand Alone, 10.25x13.25" SAPI LG MC	GH-306-1838-SAPILG
NIJ 06, Level III+ Stand Alone, 10.25x13.25" SAPI LG MC	GH-306-1838-SAPILG with (1) GH-HRN-PHB.M
NIJ 06, Level III+ Stand Alone, 10.25x13.25" SAPI LG MC	GH-306-1838-SAPILG with (2) GH-HRN-PHB.M
NIJ 06, Level III+ Stand Alone, 11x14" SAPI XL MC	GH-306-1838-SAPIXL
NIJ 06, Level III+ Stand Alone, 11x14" SAPI XL MC	GH-306-1838-SAPIXL with (1) GH-HRN-PHB.M
NIJ 06, Level III+ Stand Alone, 11x14" SAPI XL MC	GH-306-1838-SAPIXL with (2) GH-HRN-PHB.M
NIJ 06, Level III+ Stand Alone, 8x10" Swimmer's Cut MC	GH-306-1839-8X10SW
NIJ 06, Level III+ Stand Alone, 8x10" Swimmer's Cut MC	GH-306-1839-8X10SW with (1) GH-HRN-PHB.M
NIJ 06, Level III+ Stand Alone, 8x10" Swimmer's Cut MC	GH-306-1839-8X10SW with (2) GH-HRN-PHB.M
NIJ 06, Level III+ Stand Alone, 10x12" Swimmer's Cut MC	GH-306-1839-10X12SW
NIJ 06, Level III+ Stand Alone, 10x12" Swimmer's Cut MC	H-306-1839-10X12SW with (1) GH-HRN-PHB.
NIJ 06, Level III+ Stand Alone, 10x12" Swimmer's Cut MC	H-306-1839-10X12SW with (2) GH-HRN-PHB.
NIJ 06, Level III+ Stand Alone, 8.75x11.75" SAPI SM MC	GH-306-1839-SAPISM
NIJ 06, Level III+ Stand Alone, 8.75x11.75" SAPI SM MC	GH-306-1839-SAPISM with (1) GH-HRN-PHB.M
NIJ 06, Level III+ Stand Alone, 8.75x11.75" SAPI SM MC	GH-306-1839-SAPISM with (2) GH-HRN-PHB.M
NIJ 06, Level III+ Stand Alone, 9.5x12.5" SAPI MD MC	GH-306-1839-SAPIMD

NIJ 06, Level III+ Stand Alone, 9.5x12.5" SAPI MD MC	GH-306-1839-SAPIMD with (1) GH-HRN-PHB.M
NIJ 06, Level III+ Stand Alone, 9.5x12.5" SAPI MD MC	GH-306-1839-SAPIMD with (2) GH-HRN-PHB.M
NIJ 06, Level III+ Stand Alone, 10.25x13.25" SAPI LG MC	GH-306-1839-SAPILG
NIJ 06, Level III+ Stand Alone, 10.25x13.25" SAPI LG MC	GH-306-1839-SAPILG with (1) GH-HRN-PHB.M
NIJ 06, Level III+ Stand Alone, 10.25x13.25" SAPI LG MC	GH-306-1839-SAPILG with (2) GH-HRN-PHB.M
NIJ 06, Level III+ Stand Alone, 11x14" SAPI XL MC	GH-306-1839-SAPIXL
NIJ 06, Level III+ Stand Alone, 11x14" SAPI XL MC	GH-306-1839-SAPIXL with (1) GH-HRN-PHB.M
NIJ 06, Level III+ Stand Alone, 11x14" SAPI XL MC	GH-306-1839-SAPIXL with (2) GH-HRN-PHB.M
NIJ 06, Level IV Stand Alone, 8x10" Full Cut MC	GH-406-1913-8X10FC
NIJ 06, Level IV Stand Alone, 8x10" Full Cut MC	GH-406-1913-8X10FC with (1) GH-HRN-PHB.M
NIJ 06, Level IV Stand Alone, 8x10" Full Cut MC	GH-406-1913-8X10FC with (2) GH-HRN-PHB.M
NIJ 06, Level IV Stand Alone, 8x10" Shooter's Cut MC	GH-406-1913-8X10SH
NIJ 06, Level IV Stand Alone, 8x10" Shooter's Cut MC	GH-406-1913-8X10SH with (1) GH-HRN-PHB.M
NIJ 06, Level IV Stand Alone, 8x10" Shooter's Cut MC	GH-406-1913-8X10SH with (2) GH-HRN-PHB.M
NIJ 06, Level IV Stand Alone, 10x12" Full Cut MC	GH-406-1913-10X12FC
NIJ 06, Level IV Stand Alone, 10x12" Full Cut MC	H-406-1913-10X12FC with (1) GH-HRN-PHB.M
NIJ 06, Level IV Stand Alone, 10x12" Full Cut MC	H-406-1913-10X12FC with (2) GH-HRN-PHB.M
NIJ 06, Level IV Stand Alone, 10x12" Shooter's Cut MC	GH-406-1913-10X12SH
NIJ 06, Level IV Stand Alone, 10x12" Shooter's Cut MC	H-406-1913-10X12SH with (1) GH-HRN-PHB.M
NIJ 06, Level IV Stand Alone, 10x12" Shooter's Cut MC	H-406-1913-10X12SH with (2) GH-HRN-PHB.M
GH Talon 1 T01	GH-T01-1-M
GH Talon 1 T01	GH-T01-1-M with (1) GH-LPC
GH Talon 1 T01	GH-T01-1-M with (2) GH-LPC
GH Talon 1 T01	GH-T01-1-N
GH Talon 1 T01	GH-T01-1-N with (1) GH-LPC
GH Talon 1 T01	GH-T01-1-N with (2) GH-LPC
GH Talon 2 T02	GH-T02-2-M

GH Talon 2 T02	GH-T02-2-M with (1) GH-LPC
GH Talon 2 T02	GH-T02-2-M with (2) GH-LPC
GH Talon 2 T02	GH-T02-2-N
GH Talon 2 T02	GH-T02-2-N with (1) GH-LPC
GH Talon 2 T02	GH-T02-2-N with (2) GH-LPC
GH Talon 3 T02	GH-T02-3-M
GH Talon 3 T02	GH-T02-3-M with (1) GH-LPC
GH Talon 3 T02	GH-T02-3-M with (2) GH-LPC
GH Talon 3 T02	GH-T02-3-N
GH Talon 3 T02	GH-T02-3-N with (1) GH-LPC
GH Talon 3 T02	GH-T02-3-N with (2) GH-LPC
GH TalonX II/2 TX02	GH-TX02-II/2-M
GH TalonX II/2 TX02	GH-TX02-II/2-M with (1) GH-LPC
GH TalonX II/2 TX02	GH-TX02-II/2-M with (2) GH-LPC
GH TalonX II/2 TX02	GH-TX02-II/2-N
GH TalonX II/2 TX02	GH-TX02-II/2-N with (1) GH-LPC
GH TalonX II/2 TX02	GH-TX02-II/2-N with (2) GH-LPC

NIJ-CPL Model Designation	Gender (M = Male, N = Neutral, F = Female)	NIJ Standard(s) / ASTM Standard	Threat Level
BA-2000S-SX03	M	0101.06	II
BA-2000S-SX03	M	0101.06	II
BA-2000S-SX03	M	0101.06	II
BA-2000S-SX03F	F	0101.06	II
BA-2000S-SX03F	F	0101.06	II
BA-2000S-SX03F	F	0101.06	II
BA-2000S-SX03	N	0101.06	II
BA-2000S-SX03	N	0101.06	II
BA-2000S-SX03	N	0101.06	II
GPHII	M	0101.06	II
GPHII	M	0101.06	II
GPHII	M	0101.06	II
GPHIIF	F	0101.06	II
GPHIIF	F	0101.06	II
GPHIIF	F	0101.06	II
GPHII	N	0101.06	II
GPHII	N	0101.06	II
GPHII	N	0101.06	II
BA-2000S-BV02	M	0101.06	II
BA-2000S-BV02	M	0101.06	II
BA-2000S-BV02	M	0101.06	II
BA-2000S-BV02	N	0101.06	II
BA-2000S-BV02	N	0101.06	II
BA-2000S-BV02	N	0101.06	II
BA-3A00S-SX03	M	0101.06	IIIA
BA-3A00S-SX03	M	0101.06	IIIA
BA-3A00S-SX03	M	0101.06	IIIA
BA-3A00S-SX03F	F	0101.06	IIIA
BA-3A00S-SX03F	F	0101.06	IIIA
BA-3A00S-SX03F	F	0101.06	IIIA
BA-3A00S-SX03	N	0101.06	IIIA
BA-3A00S-SX03	N	0101.06	IIIA
BA-3A00S-SX03	N	0101.06	IIIA
GPHIIIA	M	0101.06	IIIA
GPHIIIA	M	0101.06	IIIA
GPHIIIA	M	0101.06	IIIA
GPHIIIAF	F	0101.06	IIIA
GPHIIIAF	F	0101.06	IIIA

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

3612	N	0101.06	III
3612	N	0101.06	III
3612	N	0101.06	III
3612	N	0101.06	III
3612	N	0101.06	III
3612	N	0101.06	III
3612	N	0101.06	III
3612	N	0101.06	III
3612	N	0101.06	III
SN106C	N	0101.06	IV
SN106C	N	0101.06	IV
SN106C	N	0101.06	IV
SN106C	N	0101.06	IV
SN106C	N	0101.06	IV
SN106C	N	0101.06	IV
SN106C	N	0101.06	IV
SN106C	N	0101.06	IV
SN106C	N	0101.06	IV
SN106C	N	0101.06	IV
SN106C	N	0101.06	IV
SN106C	N	0101.06	IV
SN106C	N	0101.06	IV
SN106C	N	0101.06	IV
S1A-10-PXT	M	0115.00	1/Spike
S1A-10-PXT	M	0115.00	1/Spike
S1A-10-PXT	M	0115.00	1/Spike
S1A-10-PXT	N	0115.00	1/Spike
S1A-10-PXT	N	0115.00	1/Spike
S1A-10-PXT	N	0115.00	1/Spike
GPS2-1	M	0115.00	2/Spike

GPS2-1	M	0115.00	2/Spike
GPS2-1	M	0115.00	2/Spike
GPS2-1	N	0115.00	2/Spike
GPS2-1	N	0115.00	2/Spike
GPS2-1	N	0115.00	2/Spike
GPS3-1	M	0115.00	3/Spike
GPS3-1	M	0115.00	3/Spike
GPS3-1	M	0115.00	3/Spike
GPS3-1	N	0115.00	3/Spike
GPS3-1	N	0115.00	3/Spike
GPS3-1	N	0115.00	3/Spike
GPMII2-4	M	0101.06-0115.00	II-2/Spike
GPMII2-4	M	0101.06-0115.00	II-2/Spike
GPMII2-4	M	0101.06-0115.00	II-2/Spike
GPMII2-4	N	0101.06-0115.00	II-2/Spike
GPMII2-4	N	0101.06-0115.00	II-2/Spike
GPMII2-4	N	0101.06-0115.00	II-2/Spike

Ballistic Protection Warranty Period	MSRP	BID Price	% Discount
5 Years	\$1,640.00	\$951.20	42.00%
5 Years	\$1,805.00	\$1,046.90	42.00%
5 Years	\$1,970.00	\$1,142.60	42.00%
5 Years	\$1,640.00	\$951.20	42.00%
5 Years	\$1,805.00	\$1,046.90	42.00%
5 Years	\$1,970.00	\$1,142.60	42.00%
5 Years	\$1,640.00	\$951.20	42.00%
5 Years	\$1,805.00	\$1,046.90	42.00%
5 Years	\$1,970.00	\$1,142.60	42.00%
5 Years	\$1,235.00	\$716.30	42.00%
5 Years	\$1,400.00	\$812.00	42.00%
5 Years	\$1,565.00	\$907.70	42.00%
5 Years	\$1,235.00	\$716.30	42.00%
5 Years	\$1,400.00	\$812.00	42.00%
5 Years	\$1,565.00	\$907.70	42.00%
5 Years	\$1,235.00	\$716.30	42.00%
5 Years	\$1,400.00	\$812.00	42.00%
5 Years	\$1,565.00	\$907.70	42.00%
5 Years	\$875.00	\$507.50	42.00%
5 Years	\$1,040.00	\$603.20	42.00%
5 Years	\$1,205.00	\$698.90	42.00%
5 Years	\$875.00	\$507.50	42.00%
5 Years	\$1,040.00	\$603.20	42.00%
5 Years	\$1,205.00	\$698.90	42.00%
5 Years	\$2,045.00	\$1,186.10	42.00%
5 Years	\$2,210.00	\$1,281.80	42.00%
5 Years	\$2,375.00	\$1,377.50	42.00%
5 Years	\$2,045.00	\$1,186.10	42.00%
5 Years	\$2,210.00	\$1,281.80	42.00%
5 Years	\$2,375.00	\$1,377.50	42.00%
5 Years	\$2,045.00	\$1,186.10	42.00%
5 Years	\$2,210.00	\$1,281.80	42.00%
5 Years	\$2,375.00	\$1,377.50	42.00%
5 Years	\$1,545.00	\$896.10	42.00%
5 Years	\$1,710.00	\$991.80	42.00%
5 Years	\$1,875.00	\$1,087.50	42.00%
5 Years	\$1,545.00	\$896.10	42.00%
5 Years	\$1,710.00	\$991.80	42.00%

5 Years	\$1,875.00	\$1,087.50	42.00%
5 Years	\$1,545.00	\$896.10	42.00%
5 Years	\$1,710.00	\$991.80	42.00%
5 Years	\$1,875.00	\$1,087.50	42.00%
5 Years	\$970.00	\$562.60	42.00%
5 Years	\$1,135.00	\$658.30	42.00%
5 Years	\$1,300.00	\$754.00	42.00%
5 Years	\$970.00	\$562.60	42.00%
5 Years	\$1,135.00	\$658.30	42.00%
5 Years	\$1,300.00	\$754.00	42.00%
5 Years	\$1,612.00	\$934.96	42.00%
5 Years	\$1,181.50	\$685.27	42.00%
5 Years	\$1,816.00	\$1,053.28	42.00%
5 Years	\$1,381.00	\$800.98	42.00%
5 Years	\$2,305.00	\$1,336.90	42.00%
5 Years	\$1,753.50	\$1,017.03	42.00%
10 Years	\$1,030.00	\$597.40	42.00%
10 Years	\$1,287.00	\$746.46	42.00%
10 Years	\$1,544.00	\$895.52	42.00%
10 Years	\$1,185.00	\$687.30	42.00%
10 Years	\$1,442.00	\$836.36	42.00%
10 Years	\$1,699.00	\$985.42	42.00%
10 Years	\$1,185.00	\$687.30	42.00%
10 Years	\$1,442.00	\$836.36	42.00%
10 Years	\$1,699.00	\$985.42	42.00%
5 Years	\$1,103.00	\$639.74	42.00%
5 Years	\$1,360.00	\$788.80	42.00%
5 Years	\$1,617.00	\$937.86	42.00%
5 Years	\$1,103.00	\$639.74	42.00%
5 Years	\$1,360.00	\$788.80	42.00%
5 Years	\$1,617.00	\$937.86	42.00%
5 Years	\$1,544.00	\$895.52	42.00%
5 Years	\$1,801.00	\$1,044.58	42.00%

5 Years	\$2,058.00	\$1,193.64	42.00%
5 Years	\$1,544.00	\$895.52	42.00%
5 Years	\$1,801.00	\$1,044.58	42.00%
5 Years	\$2,058.00	\$1,193.64	42.00%
5 Years	\$1,455.00	\$843.90	42.00%
5 Years	\$1,712.00	\$992.96	42.00%
5 Years	\$1,969.00	\$1,142.02	42.00%
5 Years	\$1,505.00	\$872.90	42.00%
5 Years	\$1,762.00	\$1,021.96	42.00%
5 Years	\$2,019.00	\$1,171.02	42.00%
5 Years	\$1,555.00	\$901.90	42.00%
5 Years	\$1,812.00	\$1,050.96	42.00%
5 Years	\$2,069.00	\$1,200.02	42.00%
5 Years	\$1,655.00	\$959.90	42.00%
5 Years	\$1,912.00	\$1,108.96	42.00%
5 Years	\$2,169.00	\$1,258.02	42.00%
10 Years	\$1,320.00	\$765.60	42.00%
10 Years	\$1,577.00	\$914.66	42.00%
10 Years	\$1,834.00	\$1,063.72	42.00%
10 Years	\$1,288.00	\$747.04	42.00%
10 Years	\$1,545.00	\$896.10	42.00%
10 Years	\$1,802.00	\$1,045.16	42.00%
10 Years	\$1,442.00	\$836.36	42.00%

10 Years	\$1,699.00	\$985.42	42.00%
10 Years	\$1,956.00	\$1,134.48	42.00%
10 Years	\$1,596.00	\$925.68	42.00%
10 Years	\$1,853.00	\$1,074.74	42.00%
10 Years	\$2,110.00	\$1,223.80	42.00%
10 Years	\$1,750.00	\$1,015.00	42.00%
10 Years	\$2,007.00	\$1,164.06	42.00%
10 Years	\$2,264.00	\$1,313.12	42.00%
10 Years	\$644.00	\$373.52	42.00%
10 Years	\$901.00	\$522.58	42.00%
10 Years	\$1,158.00	\$671.64	42.00%
10 Years	\$618.00	\$358.44	42.00%
10 Years	\$875.00	\$507.50	42.00%
10 Years	\$1,132.00	\$656.56	42.00%
10 Years	\$644.00	\$373.52	42.00%
10 Years	\$901.00	\$522.58	42.00%
10 Years	\$1,158.00	\$671.64	42.00%
10 Years	\$695.00	\$403.10	42.00%
10 Years	\$952.00	\$552.16	42.00%
10 Years	\$1,209.00	\$701.22	42.00%
10 Years	\$747.00	\$433.26	42.00%
10 Years	\$1,004.00	\$582.32	42.00%
10 Years	\$1,261.00	\$731.38	42.00%

5 Years	\$710.00	\$411.80	42.00%
5 Years	\$967.00	\$560.86	42.00%
5 Years	\$1,224.00	\$709.92	42.00%
5 Years	\$995.00	\$577.10	42.00%
5 Years	\$1,252.00	\$726.16	42.00%
5 Years	\$1,509.00	\$875.22	42.00%
5 Years	\$880.00	\$510.40	42.00%
5 Years	\$1,137.00	\$659.46	42.00%
5 Years	\$1,394.00	\$808.52	42.00%
5 Years	\$970.00	\$562.60	42.00%
5 Years	\$1,227.00	\$711.66	42.00%
5 Years	\$1,484.00	\$860.72	42.00%
5 Years	\$1,080.00	\$626.40	42.00%
5 Years	\$1,337.00	\$775.46	42.00%
5 Years	\$1,594.00	\$924.52	42.00%
5 Years	\$1,220.00	\$707.60	42.00%
5 Years	\$1,477.00	\$856.66	42.00%
5 Years	\$1,734.00	\$1,005.72	42.00%
5 Years	\$1,195.00	\$693.10	42.00%
5 Years	\$1,452.00	\$842.16	42.00%
5 Years	\$1,709.00	\$991.22	42.00%
5 Years	\$1,370.00	\$794.60	42.00%
5 Years	\$1,627.00	\$943.66	42.00%

5 Years	\$1,884.00	\$1,092.72	42.00%
5 Years	\$1,295.00	\$751.10	42.00%
5 Years	\$1,552.00	\$900.16	42.00%
5 Years	\$1,809.00	\$1,049.22	42.00%
5 Years	\$1,420.00	\$823.60	42.00%
5 Years	\$1,677.00	\$972.66	42.00%
5 Years	\$1,934.00	\$1,121.72	42.00%
5 Years	\$1,485.00	\$861.30	42.00%
5 Years	\$1,742.00	\$1,010.36	42.00%
5 Years	\$1,999.00	\$1,159.42	42.00%
5 Years	\$1,620.00	\$939.60	42.00%
5 Years	\$1,877.00	\$1,088.66	42.00%
5 Years	\$2,134.00	\$1,237.72	42.00%
5 Years	\$1,120.00	\$649.60	42.00%
5 Years	\$1,377.00	\$798.66	42.00%
5 Years	\$1,634.00	\$947.72	42.00%
5 Years	\$1,320.00	\$765.60	42.00%
5 Years	\$1,577.00	\$914.66	42.00%
5 Years	\$1,834.00	\$1,063.72	42.00%
5 Years	\$1,245.00	\$722.10	42.00%
5 Years	\$1,502.00	\$871.16	42.00%
5 Years	\$1,759.00	\$1,020.22	42.00%
5 Years	\$1,320.00	\$765.60	42.00%

5 Years	\$1,577.00	\$914.66	42.00%
5 Years	\$1,834.00	\$1,063.72	42.00%
5 Years	\$1,395.00	\$809.10	42.00%
5 Years	\$1,652.00	\$958.16	42.00%
5 Years	\$1,909.00	\$1,107.22	42.00%
5 Years	\$1,545.00	\$896.10	42.00%
5 Years	\$1,802.00	\$1,045.16	42.00%
5 Years	\$2,059.00	\$1,194.22	42.00%
5 Years	\$536.00	\$310.88	42.00%
5 Years	\$793.00	\$459.94	42.00%
5 Years	\$1,050.00	\$609.00	42.00%
5 Years	\$536.00	\$310.88	42.00%
5 Years	\$793.00	\$459.94	42.00%
5 Years	\$1,050.00	\$609.00	42.00%
5 Years	\$582.00	\$337.56	42.00%
5 Years	\$839.00	\$486.62	42.00%
5 Years	\$1,096.00	\$635.68	42.00%
5 Years	\$582.00	\$337.56	42.00%
5 Years	\$839.00	\$486.62	42.00%
5 Years	\$1,096.00	\$635.68	42.00%
5 Years	\$570.00	\$330.60	42.00%
5 Years	\$735.00	\$426.30	42.00%
5 Years	\$900.00	\$522.00	42.00%
5 Years	\$570.00	\$330.60	42.00%
5 Years	\$735.00	\$426.30	42.00%
5 Years	\$900.00	\$522.00	42.00%
5 Years	\$740.00	\$429.20	42.00%

5 Years	\$905.00	\$524.90	42.00%
5 Years	\$1,070.00	\$620.60	42.00%
5 Years	\$740.00	\$429.20	42.00%
5 Years	\$905.00	\$524.90	42.00%
5 Years	\$1,070.00	\$620.60	42.00%
5 Years	\$865.00	\$501.70	42.00%
5 Years	\$1,030.00	\$597.40	42.00%
5 Years	\$1,195.00	\$693.10	42.00%
5 Years	\$865.00	\$501.70	42.00%
5 Years	\$1,030.00	\$597.40	42.00%
5 Years	\$1,195.00	\$693.10	42.00%
5 Years	\$1,610.00	\$933.80	42.00%
5 Years	\$1,775.00	\$1,029.50	42.00%
5 Years	\$1,940.00	\$1,125.20	42.00%
5 Years	\$1,610.00	\$933.80	42.00%
5 Years	\$1,775.00	\$1,029.50	42.00%
5 Years	\$1,940.00	\$1,125.20	42.00%

Exhibit C**Agents and Distributors by State****Contractor:****GH Armor**

States	Agnets/Distributors (put an "x" if yes)	Number of Agents/Distributors
Alabama	X	6
Alaska	X	4
Arizona	X	5
Arkansas	X	4
California	X	3
Colorado	X	7
Connecticut	X	6
Delaware	X	6
Florida	X	6
Georgia	X	8
Guam	X	3
Hawaii	X	3
Idaho	X	6
Illinois	X	3
Indiana	X	3
Iowa	X	6
Kansas	X	4
Kentucky	X	3
Louisiana	X	3
Maine	X	4
Maryland	X	4
Massachusetts	X	4
Michigan	X	3
Minnesota	X	5
Mississippi	X	3
Missouri	X	5
Montana	X	6
Nebraska	X	4
Nevada	X	6
New Hampshire	X	4
New Jersey	X	3
New Mexico	X	4
New York	X	3
North Carolina	X	8
North Dakota	X	6
Ohio	X	3
Oklahoma	X	3
Oregon	X	6

Pennsylvania	X	3
Puerto Rico	X	4
Rhode Island	X	7
South Carolina	X	8
South Dakota	X	6
Tennessee	X	5
Texas	X	3
Utah	X	4
Vermont	X	4
Virginia	X	5
Washington	X	6
Washington D.C.	X	3
West Virginia	X	6
Wisconsin	X	6
Wyoming	X	6
U.S. Virgin Islands	X	4
Total	54	253

Exhibit E – Warranty and Recycling Plan

RECYCLING PROGRAM

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 of 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@gharmor.com.
- A form will be provided for additional details; return completed form to Customer Service.
- Disposal of soft armor panels is free of charge.
- Agency is responsible for freight for requests of less than 250 soft armor panel sets.
- 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.



116 Wooten Street | Statesville NC 28677 | PH 704-978-1099

IN-HOUSE CHAIN OF CUSTODY POLICY

Policy: Davy Textiles, Inc shall keep sufficient records of all movement and disposal of materials through the recycling process.

Purpose: To ensure proper handling of product information and ensure product traceability. Scope: This procedure applies to all materials requiring a certificate of destruction.

DISPOSAL REQUEST FORM

Complete the applicable sections below and submit Disposal Request Form to customerservice@gharmor.com. Incomplete forms may be returned for more information.

Part 1: Requestor Information			
Agency:			
Division/Section:			
Address:			
Requestor Name:		Phone:	
Email Address:			

Part 2: Agency Information			
# of Vest Panels:		Qty & Dimensions of Shipping Container (s):	

Part 3: Pick-Up Location			
Pick-Up Address:			
Contact:		Phone:	
Email Address:		Loading Dock:	Yes___ No___
Weight of Shipment (# of panels x 1.5):		Hours of Operation:	
Comments/Special Instructions:			

Part 1: Requestor Information			
<i>By signing this form, your department authorizes GH Armor Systems Inc. and armor destruction subcontractor to destroy armor identified above .</i>			
Name/Title:			
Signature:		Date:	

WARRANTY

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 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 1 year 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. 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.

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.

USE OF SOFT ARMOR PANELS IN THIRD-PARTY EXTERNAL CARRIERS

Consistent with the terms of the Soft Armor Panel Warranty, GH Armor will continue to support the warranty of GH Armor soft armor panels when used in conjunction with approved third-party external carriers, subject to the following conditions:

- GH Armor soft armor panels shall remain in their original GH concealable carrier when inserted into the third-party external carrier.
- The front and rear soft armor panels shall be fastened together with the hook and loop straps and connected inside of the shoulder area of the third-party external carrier in order to suspend the front and back soft armor panels in the proper orientation.
- GH Armor soft armor panels shall not be used with third-party concealable carriers.

Proper orientation is integral to the performance of the soft armor panels. Additionally, soft armor panels offer protection to only those areas that cover the body. As such, GH Armor will not be responsible for the sizing, labeling or integration of the soft armor panels with third-party external carriers.

Any use of GH Armor soft armor panels that does not reflect the intended fit, placement, or orientation of the soft armor panels or in any way degrades the performance, protection, or durability of the soft armor panels shall void the warranty.

GH Armor will not support the warranty of GH Armor soft armor panels when used in conjunction with non-approved third-party external carriers.

SUPPLEMENTAL GUIDANCE

GH Armor affirms that its NIJ 06 products, specifically soft armor panels certified to comply with the National Institute of Justice's ("NIJ") Ballistic Resistance of Body Armor, NIJ Standard-0101.06, for the applicable NIJ threat level designated on each soft armor panel label. For spike and/or multi-threat (i.e., ballistic and stab resistant) soft armor panels, GH Armor also affirms that the products have been certified to comply with the NIJ's Stab Resistance of Personal Body Armor, NIJ Standard-0115.00, for the applicable NIJ spike threat level designated on each soft armor panel label.

Vests shall be always worn in accordance with GH Armor Use & Care guidelines. The above warranties do not apply to any product subjected to misuse, abuse, accident, neglect, unauthorized alteration, breakage, interruption, damage, improper storage or handling, or unauthorized repair or service. The above warranties are the sole and exclusive warranties made by GH Armor with respect to its products, not be enlarged by any representations, descriptions, course of dealing, trade usage, technical advice, service, samples, models, or otherwise, nor shall they be altered or expanded by any acts, statements, or agreements of any dealer, employee, or agent of GH Armor (other than by an authorized officer of GH Armor).

In no event shall GH Armor be liable for any punitive, exemplary, or consequential damages, anticipated or lost profits, incidental damages, loss of time, or other indirect losses or expenses that may arise from any cause relating to its products, regardless of the form of the action, not with- standing any contrary provision. In not event shall the total liability of GH Armor (together with the liability of its officers, directors, employees, and agents) exceed the purchase price actually paid for the product that gives rise to such liability. The foregoing disclaimers are subject to any applicable laws that regulate product warranties.

PRODUCT USE & CARE

Adhere to the following for proper cleaning, maintenance, assembly and storage of GH Armor product. Failure to follow guidelines below may void all warranties, including but not limited to any ballistic performance warranty, and may lead to serious injury or death.

Prior to duty wear, don vest and adjust straps for proper fit and coverage. Contact distributor immediately with questions or concerns. Prior to laundering carrier, remove soft armor panels, hard armor plates, and secure all straps. Body armor should never be cleaned as a complete system. Each component should be cleaned separately. The chart below serves as a quick reference guide for care of each component.

CLEANING: SOFT ARMOR PANELS

1. Remove soft armor panels and hard armor plates from carrier. Secure straps to carrier.
2. Gently wipe soft armor panels with damp cloth and mixture of cool water and mild laundry detergent or antimicrobial soap.
3. Gently wipe excess soap with clean water using damp cloth. DO NOT SUBMERGE, EXPOSE TO EXCESS HEAT, OR BLEACH.
4. Lay soft armor panels flat and gently wipe dry. DO NOT HANG OR LINE DRY. DO NOT PLACE IN SUN.
5. Ensure panels are completely dry before re-inserting into carrier.
6. Panels should be re-inserted in proper orientation with "BODY SIDE" label facing toward body.
7. Engage internal shoulder suspension tabs to secure soft armor panels to carrier.

PRODUCT	DAMP CLOTH	HAND WASH	MACHINE WASH
SOFT ARMOR PANEL	X		
CONCEALABLE CARRIER		X	X
CONCEALABLE CARRIER STRAPS	X	X	
EXTERNAL CARRIER	X		
SOFT TRAUMA PLATES	X		

DO NOT dry clean soft armor panels. DO NOT commercially launder soft armor panels. DO NOT expose soft armor panels to bleach.

CLEANING: CONCEALABLE CARRIERS

1. Remove soft armor panels and hard armor plates from carrier.
2. Detach removable straps.
3. Hand-wash or machine-wash on gentle cycle using cool water. Hand-wash preferred method. For machine-wash, place carrier in separate laundry bag made specifically for delicate items and use mild soap.
4. Lay carrier flat and air dry. For machine-dry, use lowest temperature setting.
5. Ensure carrier is completely dry before re-inserting soft armor panels and hard armor plates.
6. Panels should be re-inserted in proper orientation with "BODY SIDE" label facing toward body.
7. Engage internal shoulder suspension tabs to secure soft armor panels to carrier.

CLEANING: EXTERNAL CARRIERS

1. Remove soft armor panels, hard armor plates, removable pouches and IDs.
2. Detach removable straps.
3. Gently wipe carrier with soft, clean cloth to remove contaminants.
4. For tough spots, gently engage using soft brush with mixture of cool water and antimicrobial soap. Gently wipe excess soap with clean water using damp cloth.
5. Lay carrier flat and air dry.
5. Ensure carrier is completely dry before re-inserting soft armor panels and hard armor plates.
6. Panels should be re-inserted in proper orientation with "BODY SIDE" label facing toward body.
7. Engage internal shoulder suspension tabs to secure soft armor panels to carrier.

VEST ASSEMBLY

Locate “BODYSIDE” label on front soft armor panel. Insert front soft armor panel in proper orientation with “BODYSIDE” label facing toward body. Repeat steps for rear soft armor panel. Engage internal shoulder suspension tabs to secure soft armor panels to carrier. Close carrier. Don vest and adjust straps for proper fit and coverage, ensuring balanced front-to-rear overlap.

Significant adjustability may be achieved through strap placement. Prior to duty wear, adjust straps for proper fit and coverage. Contact distributor immediately with questions or concerns.

Routinely inspect vest for signs of degradation. If evidence of soft armor panel, panel cover, or seam seal damage is found, contact distributor immediately for repair or replacement.

VEST ASSEMBLY & STORAGE

VEST STORAGE

Store vest in cool, dry location. Do not store vest with prolonged exposure to excessive heat and/or humidity, which may adversely affect vest performance.

Store vest on flat surface or in orientation avoiding excessive stress on carrier components, including elastic and/or hook and loop. Do not hang vest by elastic straps for extended period. Do not store vest in compressed, folded, or improper configuration.

VEST ASSEMBLY

Locate “BODYSIDE” label on front soft armor panel. Insert front soft armor panel in proper orientation with “BODYSIDE” label facing toward body. Repeat steps for rear soft armor panel. Engage internal shoulder suspension tabs to secure soft armor panels to carrier. Close carrier. Don vest and adjust straps for proper fit and coverage, ensuring balanced front-to-rear overlap.

Significant adjustability may be achieved through strap placement. Prior to duty wear, adjust straps for proper fit and coverage. Contact distributor immediately with questions or concerns.

Routinely inspect vest for signs of degradation. If evidence of soft armor panel, panel cover, or seam seal damage is found, contact distributor immediately for repair or replacement.

VEST STORAGE

Store vest in cool, dry location. Do not store vest with prolonged exposure to excessive heat and/or humidity, which may adversely affect vest performance.

Store vest on flat surface or in orientation avoiding excessive stress on carrier components, including elastic and/or hook and loop. Do not hang vest by elastic straps for extended period. Do not store vest in compressed, folded, or improper configuration.



Attachment G

OFFEROR INFORMATION, ACKNOWLEDGEMENTS, AND CERTIFICATIONS

Offeror must provide complete responses to each item below. Insert your responses into this worksheet directly below each question or prompt.

I. OFFEROR INFORMATION

A. Company's Full Legal Name:

GH Armor Systems Inc.

B. Primary Business Address:

13386 International Parkway, Unit 2, Jacksonville, Florida 32218-2383

C. Federal Tax Identification Number:

20-4998424

D. Entity Type:

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Limited Liability Company
- ☒ Corporation

E. Artificial Intelligence Disclosure. Was artificial intelligence technology used in the development or completion of any portion of this proposal? (Check one of the below.)

- ☐ Yes
- ☒ No

II. BUSINESS DETAILS

A. Company Website. Provide a URL for your company's website.

www.gharmor.com

B. Company History. Provide a brief history of your company, including the year of its founding and any material acquisitions or mergers in which it has been involved.

GH Armor is a leading provider of high-performance protective solutions to the military, federal and law enforcement communities. With more than 30 years of experience, GH offers a comprehensive portfolio of advanced armor solutions that includes concealable, tactical, and corrections products designed for superior wearability and protection. All GH Armor products are precision engineered to meet the highest industry standards for quality, reliability, and safety. Pacific Safety Products Inc. was founded in 1984 and established Sentry Armor Systems Inc. in Dover, Tennessee, in 2006. In 2007, Sentry acquired Gator Hawk Armor Inc, of Ventura, California. In 2010, Sentry Armor Systems Inc. changed its name to GH Armor Systems Inc. In 2016, Pacific

**Request for Proposals for
Body Armor and Ballistic Resistant Products**

Issued by the **State of Colorado**
Solicitation Number RFP-SPCO-AR-25-03



SPCO

State Purchasing & Contracts Office

Safety Products Inc. and GH Armor Systems Inc. were acquired by Med-Eng Holdings, a subsidiary of Cadre Holdings, Inc. (NYSE: CDRE). In 2024, GH Armor relocated its primary manufacturing facility to Jacksonville, Florida.

- C. Company Size.** Identify the number of employees working for your company.

26

- D. Ownership Structure.** Describe your company's ownership structure.

GH Armor Systems Inc. is a subsidiary of Cadre Holdings, Inc. (NYSE: CDRE). GH Armor's state of incorporation is Delaware.

- E. Litigation.** List all claims of non-performance or breach from customers in excess of \$5,000, including all pending litigation matters (including civil, criminal, or appellate) or criminal convictions in the past 5 years for the company and all principals. Attach an additional document if necessary.

N/A

III. PROPOSAL CONTACT

The Proposal Contact must be able to respond timely to communications from the Lead State. Offeror must, within 24 hours, notify the Lead State of any change to Offeror's Proposal Contact.

- A. Proposal Contact Name:**

Chris Grado

- B. Proposal Contact Title:**

Vice President/General Manager

- C. Proposal Contact Email:**

cgrado@gharmor.com

- D. Proposal Contact Phone Number:**

606-219-5159

IV. ACKNOWLEDGEMENTS AND CERTIFICATIONS

By signing below and submitting a response to this RFP, Offeror acknowledges and certifies the following:

- A. Debarment.** (Check one of the below.)

**Request for Proposals for
Body Armor and Ballistic Resistant Products**

Issued by the **State of Colorado**
Solicitation Number RFP-SPCO-AR-25-03



SPCO

State Purchasing & Contracts Office

- ☒ Neither Offeror nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency.
- ☐ Offeror cannot certify the statement above, and Offeror will affix a written explanation to this attachment for review by the Lead State. If after reviewing Offeror's written explanation the Lead State determines it is not in the best interest of the Lead State, Participating Entities, or Purchasing Entities to award Offeror a Master Agreement, the Lead State may reject Offeror's proposal.

B. Non-collusion.

1. This proposal has been developed independently by Offeror and has been submitted without collusion and without any agreement, understanding, or planned common course of action with any other Offeror or supplier of Deliverables in a manner designed to limit fair and open competition.
2. The contents of this proposal have not been communicated by Offeror or its employees or agents to any person not an employee or agent of Offeror and will not be communicated to any such persons prior to the RFP Close Date.

C. Data Disclosure to Foreign Governments and Prohibited Technology. (Check one of the below.)

- ☒ Offeror is not an entity subject to laws, rules, or policies potentially requiring disclosure of, or provision of access to, customer data to foreign governments or entities controlled by foreign governments, and Offeror's offerings do not contain, include, or utilize components or services supplied by any entity subject to the same. Offeror's offerings also do not contain, include, or utilize covered technology prohibited under Section 889 of the National Defense Authorization Act, as amended.
- ☐ Offeror cannot certify all statements above, and Offeror will affix a written explanation to this attachment for review by the Lead State. If after reviewing Offeror's written explanation the Lead State determines it is not in the best interest of the Lead State, Participating Entities, or Purchasing Entities to award Offeror a Master Agreement, the Lead State may reject Offeror's proposal.

D. Conflicts of Interest. (Check one of the below.)

- ☒ Offeror represents that none of its officers or employees are officers or employees of the Lead State and that none of its officers or employees have a conflict of interest as defined by the laws, rules, or policies of the Lead State.
- ☐ Offeror cannot certify the statement above, and Offeror will affix a written explanation to this attachment for review by the Lead State. If after reviewing Offeror's written explanation the Lead State determines it is not in the best interest of the Lead State, Participating Entities, or Purchasing Entities to award Offeror a Master Agreement, the Lead State may reject Offeror's proposal.

E. Reserved.

- F. Required Insurance.** Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the levels prescribed in Attachment D – Sample Master Agreement. Offeror understands that this requirement is mandatory and will not be negotiated by the Lead State.



- G. NASPO ValuePoint Administrative Fee.** Offeror agrees to pay a 0.25% administrative fee and submit summary and detailed sales reports to NASPO ValuePoint in accordance with D – Sample Master Agreement. All costs proposed by Offeror must be inclusive of the NASPO ValuePoint administrative fee. Offeror understands that the requirements in this section are mandatory and will not be negotiated by the Lead State.
- H. Marketing Plan.** If awarded a Master Agreement resulting from this RFP, within 30 days of execution of the Master Agreement, Offeror will meet with NASPO ValuePoint marketing personnel to review and track progress on the marketing plan described by Offeror in Attachment H – Offeror Response Worksheet.
- I. Confidential, Proprietary, or Protected Information.** As set forth in Attachment A – RFP Terms and Conditions, if Offeror is claiming any portion of its proposal as confidential, proprietary, or protected, Offeror must complete the required sections of Attachment K – Claim of Business Confidentiality, and submit with Offeror's proposal a redacted copy of Offeror's proposal, which must be clearly marked as such. Offeror may not mark pricing or Offeror's entire proposal as confidential, proprietary, or protected. Submission of a Claim of Business Confidentiality does not guarantee that information claimed by Offeror as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable public information laws, rules, and policies. If Offeror fails to submit a redacted copy of Offeror's proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Offeror releases the Lead State, NASPO, NASPO members, and entities represented on the Multistate Sourcing Team from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.
- J. Conditional Awards.** Offeror understands that awards and execution of a Master Agreement are conditional as set forth in Attachment A – RFP Terms and Conditions, and Offeror agrees to hold the Lead State and NASPO harmless and release the Lead State and NASPO from any liability for damages arising from non-award or non-execution of a contract.
- K. Understanding of the RFP.** Offeror has read the RFP in its entirety and understands and agrees to comply with all requirements set forth therein. Any conflicts in the materials composing the RFP and any issues relating to the content of the RFP, including instructions, requirements, or specifications Offeror believes to be ambiguous, unduly restrictive, erroneous, anticompetitive, or unlawful, have been brought to the attention of the Lead State using the process described in the RFP for asking questions.

**Request for Proposals for
Body Armor and Ballistic Resistant Products**

Issued by the **State of Colorado**
Solicitation Number RFP-SPCO-AR-25-03



SPCO

State Purchasing & Contracts Office

Signature

The undersigned is one of the following:

1. The Offeror, if Offeror is an individual;
2. A partner in the company, if Offeror is a partnership; or
3. An officer or employee of the responding corporation having authority to sign on its behalf, if Offeror is a corporation.

By signing below, the undersigned warrants that the representations made and the information provided in Offeror's proposal are true, correct, and reliable for purposes of evaluation for a potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from contract award and may subject the undersigned, Offeror, or both to suspension or debarment proceedings, as well as other remedies available to the Lead State by law, including termination of any Master Agreement awarded to Offeror.

OFFEROR:

Signature

11/5/24

Date

Chris Grado

Printed Name

Vice President/General Manager

Title

cgrado@gharmor.com

Email Address

606-219-5159

Phone Number



Attachment H OFFEROR RESPONSE WORKSHEET

Offeror must provide complete and succinct responses to each item below. **Insert your responses into this worksheet in the box directly below each question or prompt.** While supplementary marketing materials are neither requested nor desired, Offeror should provide all information necessary to demonstrate Offeror's ability to meet the requirements of this RFP and the RFP's Scope of Work.

I. RESPONSE TO MANDATORY MINIMUM REQUIREMENTS

- A. Standards Compliance** – For items in the process of being added to the NIJ Certified Products List (NIJ CPL) or the ASTM Verified Products List, describe the items Offeror has submitted and provide the date each item was submitted to NIJ or ASTM.

NIJ 0101.06 CPL Pending: NIJ Model # GPHIIF, submitted 11/29/23

II. RESPONSE TO TECHNICAL CRITERIA

A. Experience, skills & qualifications

1. Describe your Company/Offeror history selling Body Armor & Ballistic Resistant Products.

GH Armor is a leading provider of high-performance protective solutions to the military, federal and law enforcement communities. With more than 30 years of experience, GH offers a comprehensive portfolio of advanced armor solutions that includes concealable, tactical, and corrections products designed for superior wearability and protection. All GH Armor products are precision engineered to meet the highest industry standards for quality, reliability, and safety. GH Armor offers a wide range of National Institute of Justice (NIJ) compliant products, including NIJ Standard-0101.06 Level II, IIIA, III, and IV ballistic armor; NIJ Standard-0115.00 Level 1, 2, and 3 spike armor; Level II/2 dual-purpose armor; concealable, external and tactical carrier systems; trauma plates, special threat plates, rifle plates, ballistic helmets and shields, K-9 armor, and accessories. GH is ISO 9001:2015 certified and meets rigorous Quality Assurance protocols that are necessary to manufacture products that meet NIJ certification and follow-up independent testing (FIT) requirements, as evidenced by more than 50 active models listed on the NIJ Compliant Products List (CPL). GH Armor participates and collaborates with industry to ensure compliance with active standards and proactively partners with stakeholders, supply chain, and NIJ/ASTM to meet future standards aligned with end-user agency needs, including NIJ Standard-0101.07 (Ballistic), NIJ Standard-0115.01 (Stab), and ASTM for ballistic helmets and shields.

2. Describe your company's past experience with contracts performing the same or similar Scope of Work or providing the same or similar Deliverables in federal, state, and local governments.

GH Armor has extensive experience supporting contracts at national and state levels, relevant in scope and execution to #RFP-SPCO-AR-25-03, the resultant NASPO Master Agreement and state/political subdivision Participating Addendums. Associated

**Request for Proposals for
Body Armor and Ballistic Resistant Products**

Issued by the **State of Colorado**
Solicitation Number RFP-SPCO-AR-25-03



SPCO

State Purchasing & Contracts Office

contract management deliverables include contract submission and maintenance (administrative documents, contract completion/renewal, sales reporting/payments, price updates, distribution list updates), order processing and fulfillment (purchase order receipt/confirmation, delivery requirements), field servicing (sizing, pre- and post-sale information, and technical product support), quality management (QA program, NIJ certification, FIT testing, CPL maintenance, ISO certification), and other supporting services to ensure a successful and efficient procurement process. Past and current examples of national cooperative and state contracts of similar scope below.

National Cooperatives: WSCA Body Armor (2005-2010), WSCA/NASPO Body Armor (2010-2015), NASPO Body Armor (2015-2020), NASPO Body Armor (2020-2025), NPPGov LOC League of Oregon Cities (2024-2030)

State Participating Addendums: 28 state PAs under current NASPO MA

State Contracts: New Jersey, New York, Ohio

GH Armor has a long history with WSCA/NASPO and served on the NASPO Supplier Advisory Council from 2017-2019. The company believes that contract procurement is an asset to end-user agencies given the time and cost savings and makes every effort to encourage customers to utilize contract purchasing vehicles. During the 2020 NASPO RFP supplier evaluation, as referenced in the Decision Memorandum dated 10/26/20, GH Armor received a final score of 88, the highest among awarded vendors.

3. Describe your company's information on training of authorized distributors/resellers/employees for contract sales. Include an overview of Offeror's training for resellers/authorized distributors/employees/customers on products and their standards.

GH Armor maintains the GH Armor NASPO Guide, a document provided to employees, salespersons, and distributors that outlines the NASPO MA, order fulfillment/processing, and service expectations required of GH Armor staff and authorized distributors. The Guide provides information including but not limited to NASPO MA contract number, term, and scope; link to NASPO portal for access to MA, PAs, pricing, and authorized distributor list; price list and pricing guidelines; distributor-specific contract codes to track orders through fulfillment and enable accurate/timely sales reporting and fee payment; purchase order requirements and necessary product/agency information to complete sales reporting; required attendance in any mandatory NASPO webinars. The Guide is used to train new staff and distributors to ensure a full understanding of both the proper use and value of the NASPO contract for the best customer experience for end-user agencies. Continued contract education is offered by GH Armor around contract extensions, price list updates, distributor list updates, and any other developments during the contract term that are relevant to successful contract execution for all stakeholders to ensure compliance with the NASPO MA objectives, deliverables, and responsibilities. GH Armor maintains a primary contract admin that oversees and trains internal staff, including a dedicated sales reporting POC, and Customer Service staff, to monitor contract orders and ensure accurate order processing, fulfillment, and reporting.

B. Scope of Work

1. Describe your plan for meeting the Master Agreement Objectives identified in Attachment B – Scope of Work.

GH Armor is dedicated to superior, service-centric customer experiences for end-user agencies, including pre-sale technical education and product selection assistance, order submission/fulfillment, and post-sale/warranty support. GH Armor agrees and will

**Request for Proposals for
Body Armor and Ballistic Resistant Products**

Issued by the **State of Colorado**
Solicitation Number RFP-SPCO-AR-25-03



SPCO

State Purchasing & Contracts Office

use all necessary resources to guarantee a continuing supply and consistent quality of goods and services offered, maintain compliance with all requirements of the Master Agreement, and shall maintain compliance with all requirements throughout the duration of the Master Agreement. GH Armor will provide trained factory/distributor personnel to take on-site measurements at Purchasing Entity's designated location. Measurements for body armor will be taken in accordance with ASTM E3003 measurement procedures including using a tape measure or sizing vests. GH Armor offers significant resources through training and its website regarding product specifications, sizing portal for accurate measurement conversion, sizing tools/forms/videos, free sizing kits upon request, and proper use and care.

2. Provide evidence of your ability to provide the Deliverables identified in the Scope of Work.

GH Armor has more than 30 years of experience providing the highest quality body armor that meets NIJ, ASTM, and quality standards. The evidence of this ability is the more than 50 active models listed on the NIJ Compliant Products List (CPL). GH Armor participates and collaborates with industry to ensure compliance with active standards and proactively partners with stakeholders, supply chain, and NIJ/ASTM to meet future standards aligned with end-user agency needs, including NIJ Standard-0101.07 (Ballistic), NIJ Standard-0115.01 (Stab), and ASTM for ballistic helmets and shields. GH is ISO 9001:2015 certified and meets rigorous Quality Assurance protocols that are necessary to manufacture products that meet NIJ certification and follow-up independent testing (FIT) requirements. GH adheres to NIJ/ASTM guidelines and adds/removes eligible products, as appropriate. Per NIJ, the CPL for Standard-0101.06 will be maintained through "at least 2027"; GH will remove products from contracts when the CPL is discontinued. GH Armor is prepared and capable of collaborating in the development and exceeding new standards as they are developed and offering a product portfolio that is aligned with the needs of the market. As with all businesses, GH Armor exists to meet the needs of the market and will develop products to meet the demonstrated needs of its customers.

3. Describe your ability to fulfill Contractor Responsibilities and Tasks identified in the Scope of Work.

GH Armor has a demonstrated history of contract compliance that is made possible by a customer service-centric approach to business practice. GH Armor maintains a primary contract admin that oversees contract performance and trains internal staff, including a dedicated sales reporting POC and Customer Service staff, to monitor contract orders and ensure accurate order processing, fulfillment, and reporting. GH Armor Customer service is available during normal business hours and to provide support for awarded products and service Purchasing Entities within a reasonable timeframe, including on-site staff/authorized distributor personnel support for pre- and post-sale service support. Key personnel are available outside of normal business hours, as needed. GH offers distributor and end-user agency training for proper use and care of purchased products. GH Armor's website offers extensive product specifications and technical resources to enable product selection, understanding, and operation. Products appearing on the NASPO Price List will be within the awarded product categories, certified/compliant with the corresponding entity (NIJ/ASTM), and visible on the NIJ CPL or ASTM VPL to allow end-user agencies to verify legitimacy. GH Armor will adhere to all contract requirements and processes for price list format, updates, shipping, invoicing, delivery, and packaging, as evidence by performance under the current and past NASPO Master Agreements.



C. Change Management of Standards

1. Provide the Offeror's plan to phase out 0101.06 when it is no longer maintained on the NIJ CPL.

GH will phase out NIJ Standard-0101.06 products after the CPL is no longer maintained by NIJ. Per NIJ, the CPL for Standard-0101.06 will be maintained through "at least 2027", which may be modified or extended at the discretion of NIJ. GH is prepared and capable of collaborating in the development and exceeding new standards as they are developed and offering a product portfolio that is aligned with the needs of the market. GH Armor will add new products to the CPL for NIJ Standard-0101.07 when testing and certification are available. NIJ 07 products will replace comparable NIJ 06 products during this transition and agencies will be able to procure the products best suited to their mission and budget.

2. Provide Offeror information on new product creation/testing/ process for having product on the NIJ CPL for the 0101.07 Ballistic Resistance of Body Armor.

GH Armor has participated with NIJ/ASTM, industry, supply chain, and stakeholders in preparation for NIJ Standard-0101.07, which has been in development for some years and pending availability for testing. GH utilizes in-house R&D and independent lab testing to design and develop new armor models that will meet the proposed standard, which, as of this submission, is pending confirmation of the 9mm round that will be used in testing. While standards are ever-changing, GH Armor will expeditiously proceed at the earliest opportunity to submit products for certification to the published standard. Products will be added by NIJ to the CPL for NIJ 07 and available for purchase by agencies when sufficient models are available from multiple manufacturers, meaning the exact timeline is unclear. GH will continue to offer agencies NIJ 06 products during the transition to ensure a complete and uninterrupted supply of products to the market.

3. Provide Offeror information on new products for the transition of Stab Resistance of Personal Body Armor from the 0115.00 to 0115.01 that is currently in the draft phase.

NIJ Standard-0115.01 is currently in draft phase. GH Armor will closely follow the development of the new standard and create new products that are compliant with the eventual requirements. GH utilizes in-house R&D and independent lab testing to design and develop new armor models that will meet the proposed standard.

4. Provide Offeror information on new product creation of Ballistic-Resistant Helmets Worn by U.S. Public Safety Officers meeting ASTM E3368/E3368M and on the ASTM Verified Products List.

GH Armor has no current products meeting ASTM for ballistic helmets. GH will continue to develop products based on market demand. GH utilizes in-house R&D and independent lab testing to design and develop new products that meet current and future test protocols.

**Request for Proposals for
Body Armor and Ballistic Resistant Products**

Issued by the **State of Colorado**
Solicitation Number RFP-SPCO-AR-25-03



SPCO

State Purchasing & Contracts Office

5. Provide Offeror information on new product creation of Ballistic-Resistant Shields Used by Law Enforcement Officers meeting ASTM E3347/E3347M and on the ASTM Verified Products List.

GH Armor has no current products meeting ASTM for ballistic shields. GH will continue to develop products based on market demand. GH utilizes in-house R&D and independent lab testing to design and develop new products that meet current and future test protocols.

6. Provide Offeror's past, current, and future knowledge/training/activity with updating standards from draft phase through implementation.

GH Armor participates and collaborates with industry to ensure compliance with active standards and proactively partners with stakeholders, supply chain, and NIJ/ASTM to meet future standards aligned with end-user agency needs. All applicable GH employees are trained to the latest standards to enable compliance. Product technical training allows GH staff to be subject matter experts to assist industry partners and end-user agencies. GH monitors new standard development from draft through implementation to evaluate the effect on raw material sourcing, product development, manufacturability, quality compliance, and protective performance. As standards change, GH offers resources internally and externally to field products and processes that meet contract objectives, deliverables, and responsibilities.

7. Provide Offeror's process to notify Lead State when NIJ CPL and/or ASTM verified or certified products are in a Model Status of Suspended or Inactive so that these products are removed from the current price list.

GH Armor's contract admin will notify the Lead State via email at the earliest opportunity when products are suspended or inactive; applicable products no longer active on the NIJ CPL will be removed from the price list.

8. Provide Offeror planned process to remove products from current price list when the NIJ CPL is no longer maintained for 0101.06?

GH will offer NIJ 06 products on the NASPO price list for as long as NIJ 06 products are permitted by NASPO. GH will phase out NIJ Standard-0101.06 products after the CPL is no longer maintained by NIJ. Per NIJ, the CPL for Standard-0101.06 will be maintained through "at least 2027", which may be modified or extended at the discretion of NIJ. GH is prepared and capable of collaborating in the development and exceeding new standards as they are developed and offering a product portfolio that is aligned with the needs of the market. GH Armor will add new products to the CPL for NIJ Standard-0101.07 when testing and certification are available. NIJ 07 products will replace comparable NIJ 06 products during this transition and agencies will be able to procure the products best suited to their mission and budget.

9. Provide overview of Offeror's training for resellers/authorized distributors/employees/customers as products are available with new standards.

GH Armor offers in-person and virtual training for authorized distributors and agencies to enable a customer service-centric process of order fulfillment, as well as support for pre- and post-sale service support, proper use and care of purchased products. GH Armor's website offers extensive product specifications and technical resources to



enable product selection, understanding, and operation. GH offers in-depth technical training for sales staff, including but not limited to ballistic performance, NIJ/ASTM standards, product design/testing, warranty, use and care, and function.

D. Warranty, Service, etc.

1. Describe in detail your company's warranty plan. Ensure you include warranty plans and requirements for different types of items listed in Attachment I – Cost Proposal.

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 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 1 year 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), OR 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.

2. Describe in detail your company's recycling plan for used contract items and the overall environmental efforts made by your company. This can be included as a separate attachment if needed.

GH Armor partners 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. Disposal and freight are free of charge for quantities of 250 panel sets or more. The soft armor panels are destroyed and recycled for use in non-ballistic commercial products and a certificate of destruction with serial number tracking is provided to the agency. GH Armor makes all efforts to utilize environmentally friendly manufacturing and waste practices. Interested agencies should contact GH Customer Service to initiate the process and documentation.

3. Describe your return policy.

GH Armor products are custom made-to-order to fulfill end-user agency orders. Returns of ballistic and non-ballistic products are at the sole discretion of GH Armor. Product must be in new condition.

**Request for Proposals for
Body Armor and Ballistic Resistant Products**

Issued by the **State of Colorado**
Solicitation Number RFP-SPCO-AR-25-03



SPCO

State Purchasing & Contracts Office

4. What are your quality assurance measures and how are they handled in your organization?

GH is ISO 9001:2015 certified and meets rigorous Quality Assurance protocols that are necessary to manufacture products that meet NIJ certification and follow-up independent testing (FIT) requirements. GH adheres to NIJ/ASTM guidelines and relevant industry best-practices. GH Armor's 50+ active models on the NIJ CPL are evidence of the quality products and compliance processes that are necessary to maintain many complex products to the highest technical standards. GH staff utilize internal metrics and meet regularly to analyze performance against quality standards, root cause and corrective actions, and implement continual improvement. GH maintains a first-time fit rate of greater than 98% as support by training and resources to provide products that provide proper fit and protection.

5. Describe your customer service offerings, including availability of key personnel and help desk services.

GH Armor Customer Service is available during normal business hours, Monday through Friday, from 8:00am ET to 5:00pm ET, at 866-920-5940 or customerservice@gharmor.com. Primary contract admin and sales staff are available extended hours, via phone, email, or in-person to support agencies with product selection, order fulfillment, and post-sale support. GH Armor staff and distributor personnel regularly meet agencies outside of business hours given the irregular and varied availability of end-user agency personnel. Primary contract admin: Chris Grado, Vice President/General Manager, cgrado@gharmor.com, 606-219-5159. GH Armor processes end-user agency orders through distributors and provides distributors with order reports, confirmations, and expected ship dates to allow GH Armor staff and distributor personnel to answer questions related to customer order fulfillment.

6. Describe details around what response time Offeror will meet for any Participating Entity questions, including but not limited to, Participating Addendum completions, Participating Addendum requirements (such as volume reporting), local contact(s) for product purchases, etc.

GH Armor maintains 28 active State Participating Addendums under the current NASPO Master Agreement, plus other non-state level PAs. GH Armor seeks to execute NASPO PAs will all 50 states and will respond in real-time to requests to execute PAs. GH Armor makes every effort to respond to entity inquiries within 24 hours, regarding PAs, sales reporting, or requests for support.

7. Describe the details of Offeror's process to notify Participating Entities and authorized distributors/resellers that the Master Agreement price list has been updated, the distributor list has been updated, an Amendment has been executed to extend the contract, or any other changes when they are completed on the Master Agreement.

After completion of a contract extension or price/distributor list update, GH Armor notifies relevant distributors and PA entities via email to ensure the most current price list and terms are utilized. GH maintains a NASPO page on its website with contract number, term, and links to the GH Armor NASPO website portal and direct links to individual participating state websites.

**Request for Proposals for
Body Armor and Ballistic Resistant Products**

Issued by the **State of Colorado**
Solicitation Number RFP-SPCO-AR-25-03



SPCO

State Purchasing & Contracts Office

8. Provide information on Offeror's ability to provide sizing, fit, delivery, and customer service to eligible Participating Entities. Ensure to address these customer service needs for non-continental U.S. states and territories.

GH Armor staff and authorized distributor personnel are trained to provide pre-sale technical guidance, product selection, sizing, order fulfillment, and warranty support. GH utilizes a network of more than 100 distributors with 375+ locations in the continental United States, Alaska, Hawaii, Puerto Rico, and Guam. GH Armor promptly responds to all end-user agency requests for product information, samples, and demonstration to assist their product selection. While remote customers may take reasonably more time to visit in person, GH Armor strives to respond to all email and phone inquiries within 24 hours and provide in-person support at the time and place of the participating entity's determination. GH offers significant resources on its website in support of in-person and virtual needs, including but not limited to sizing tools, product technical specifications, customer education around standards testing and compliance, and product use and care. GH Armor Customer Service is available during normal business hours, Monday through Friday, from 8:00am ET to 5:00pm ET, at 866-920-5940 or customerservice@gharmor.com. Primary contract admin and sales staff are available extended hours, via phone, email, or in-person to support end-user agency needs.

9. Provide information if Offeror is unable to serve any eligible Participating Entities.

N/A

10. Describe your customer website capabilities, including but not limited to accessibility standards, etc.

The GH Armor website offers an exhaustive library of product and technical information, resources for sizing and order submission, and sales support. Some key features but are not limited to individual product pages and specifications for all products; specification library for all products; document library for consolidated access to all functional order fulfillment/processing forms; BVP grant program page to assist in funding submission; NASPO contract page with contract information, link to GH Armor's NASPO portal page, and links to individual participating state websites; product catalog, sizing portal, videos, and forms to provide sizing training and measurement conversion; service map to contact salespersons by state; contact information to reach GH Customer Service. Please visit www.gharmor.com to review all available resources and capabilities. The website was developed with the assistance of IT professionals to offer industry-standard functionality and accessibility while adhering to cybersecurity best-practices.

11. Describe your ordering process and methods of order submission, including any online system through which Purchasing Entities can place and track Orders.

GH Armor processes end-user agency orders through distributors. GH provides contract, pricing, and product information to authorized distributors to enable processing of orders. After a distributor receives an order from an end-user agency, the distributor issues a purchase order to GH Armor with all necessary information to process the order and complete NASPO and state-specific sales reporting and admin fee payment, including but not limited to part number, price, quantity, bill-to address, ship-to address, and agency information. GH Armor enters the order within 72 hours and provides the distributor with an order confirmation for each order and open order

**Request for Proposals for
Body Armor and Ballistic Resistant Products**

Issued by the **State of Colorado**
Solicitation Number RFP-SPCO-AR-25-03



SPCO

State Purchasing & Contracts Office

reports to verify all submitted orders were processed. GH Armor will also offer a customer portal prior to the implementation of the new Master Agreement that will allow distributors and end-user agencies that order direct from GH Armor to access order information and status. As GH Armor processes the vast majority of orders through distributors, end-user agencies should contact their servicing distributor to obtain pre- and post-sale support, order status, and invoicing.

- 12.** Describe your ability to support a decentralized system of Orders submitted from many end users in multiple states and locations.

GH Armor processes end-user agency orders through a network of more than 100 distributors with 375+ locations in the continental United States, Alaska, Hawaii, Puerto Rico, and Guam. GH Armor enters the order within 72 hours and provides the distributor with an order confirmation for each order and open order reports to verify all submitted orders were processed. GH Armor will also offer a customer portal prior to the implementation of the new Master Agreement that will allow distributors and end-user agencies that order direct from GH Armor to access order information and status. GH Armor's NASPO Guide training and guidelines requires that distributors provide necessary information on the purchase order to satisfy NASPO sales reporting and admin fee payment. This order database also enables GH Armor to provide distributors and end-user agencies with relevant information, such as serial numbers, warranty expiration, officer names, ship-to addresses, freight tracking, etc.

E. Implementation and Promotion of the NASPO ValuePoint Master Agreement

- 1.** Describe your company's experience working with contracting cooperatives.

GH Armor has extensive experience supporting contracts at national and state levels, relevant in scope and execution to #RFP-SPCO-AR-25-03, the resultant NASPO Master Agreement and state/political subdivision Participating Addendums. Associated contract management deliverables include contract submission and maintenance (administrative documents, contract completion/renewal, sales reporting/payments, price updates, distribution list updates), order processing and fulfillment (purchase order receipt/confirmation, delivery requirements), field servicing (sizing, pre- and post-sale information, and technical product support), quality management (QA program, NIJ certification, FIT testing, CPL maintenance, ISO certification), and other supporting services to ensure a successful and efficient procurement process. Past and current examples of national cooperative and state contracts of similar scope below.
National Cooperatives: WSCA Body Armor (2005-2010), WSCA/NASPO Body Armor (2010-2015), NASPO Body Armor (2015-2020), NASPO Body Armor (2020-2025), NPPGov LOC League of Oregon Cities (2024-2030)
State Participating Addendums: 28 state PAs under current NASPO MA
State Contracts: New Jersey, New York, Ohio
GH Armor has a long history with WSCA/NASPO and served on the NASPO Supplier Advisory Council from 2017-2019. The company believes that contract procurement is an asset to end-user agencies given the time and cost savings and makes every effort to encourage customers to utilize contract purchasing vehicles. During the 2020 NASPO RFP supplier evaluation, as referenced in the Decision Memorandum dated 10/26/20, GH Armor received a final score of 88, the highest among awarded vendors.

**Request for Proposals for
Body Armor and Ballistic Resistant Products**

Issued by the **State of Colorado**
Solicitation Number RFP-SPCO-AR-25-03



SPCO

State Purchasing & Contracts Office

2. List the cooperatives through which you currently have a contract and provide sales volume information for each. Identify any restrictions on pricing and sales (e.g., most-favored-nation clauses) imposed by your other cooperative contracts.

GH Armor was recently awarded a cooperative contract with NPPGov LOC League of Oregon Cities (2024-2030); no contract sales are available as the contract was only recently initiated. No GH Armor cooperative contracts have adverse effects or restrictions on NASPO receiving the most advantageous discount off MSRP offered to any national or state contract.

3. Describe how you intend to market your Master Agreement and encourage adoption and participation among potential Participating and Purchasing Entities, including state governments.

GH Armor believes contracts are valuable to end-user agencies given the time and cost savings of avoid the expense of bids. GH has been vocal in the past to NASPO and all entities that NASPO is the model cooperative contract and should be utilized by all 50 states. GH seeks to execute PAs with all 50 states, currently at 28. GH Armor seeks poly-sub level PAs for those states that decline a state-level PA. GH armor publicizes the NASPO contract on its website, at trade shows, and through distributor and customer education during the purchasing process. GH Armor's baseline assumption is that an end-user agency should use a contract to purchase body armor, which often exceeds purchasing minimums, and leads with NASPO as the preferred contract vehicle. GH would appreciate any and all NASPO marketing support and collateral to further educate customers on the value and ease of utilizing cooperative contracts.

4. Describe features of the dedicated website you will be setting up for this Master Agreement, including, as applicable, staff contact information, and online ordering capabilities.

GH Armor's website currently includes a dedicated page to NASPO with contract number, term, GH point of contact, eligible entities, link to the GH NASPO portal page, and links to individual state participating entities. GH staff and Customer Service contact information is readily available on the website. Please visit the dedicated NASPO page at www.gharmor.com/naspo. As GH Armor processes the vast majority of orders through distributors, end-user agencies should contact their servicing distributor to obtain pre- and post-sale support, order status, and invoicing. GH Armor provides order confirmations, open order reports, and a customer portal to distributors to ensure they have all information necessary to provide end-user agencies with order fulfillment information.

5. Describe the staff and other resources that will be allocated to your Master Agreement and the training you will provide to staff to ensure their familiarity with Master Agreement terms and pricing and their compliance therewith.

Primary contract admin: Chris Grado, Vice President/General Manager, cgrado@gharmor.com, 606-219-5159.
Sales reporting POC: Emily Waddle, Sales & Marketing Manager, ewaddle@gharmor.com, 606-305-5430
GH Armor sales staff, Customer Service, and distributor personnel are trained to provide technical support, product selection, order fulfillment, and warranty support.

**Request for Proposals for
Body Armor and Ballistic Resistant Products**

Issued by the **State of Colorado**
Solicitation Number RFP-SPCO-AR-25-03



SPCO

State Purchasing & Contracts Office

The GH Armor NASPO Guide is used to train all relevant staff on the contract scope, order fulfillment, pricing, eligible entities, and support necessary to meet contract objectives, deliverables, and responsibilities. GH will make staff and distributor personnel available for NASPO webinars and provide all NASPO collateral and support documentation that is available.

6. Describe your approach to negotiation of Participating Addenda. Describe the extent to which you will provide Participating Entities flexibility in incorporating entity-specific language into their Participating Addenda. (e.g., Do you require entities to provide statutory citations for their entity-specific language? Are you able to devote resources to simultaneous negotiation of multiple Participating Addenda?)

GH Armor maintains 28 active State Participating Addendums under the current NASPO Master Agreement, plus other non-state level PAs. GH Armor seeks to execute NASPO PAs with all 50 states and will respond in real-time to requests to execute PAs. GH Armor makes every effort to respond to entity inquiries within 24 hours, regarding PAs, sales reporting, or requests for support. While most state PAs are standard template, some states require additional terms and conditions to satisfy state law. GH Armor has successfully negotiated and executed PAs with all states that have proposed entity-specific language into their PA. GH Armor has sufficient resources to engage all 22 states that have not executed PAs and ensure the PA meets the needs of their state law.

7. Describe your ability to provide products and services immediately upon execution of a Master Agreement and Participating Addenda.

GH Armor has been an active WSCA/NASPO partner for nearly 20 years and looks forward to continuing that partnership under the new Master Agreement that will immediately follow the expiration of the current MA on 11/10/25. The transition will be clean and order fulfillment for end-user agencies will continue uninterrupted.

8. Describe how you will ensure summary and detailed sales information is promptly, completely, and accurately reported to you by your dealers, partners, and resellers for aggregation and reporting to NASPO ValuePoint in compliance with the terms of your Master Agreement.

The GH Armor NASPO Guide is used to train distributors on the required information, including but not limited to part number, price, quantity, bill-to address, ship-to address, and agency information, that must be provided on purchase orders to allow GH Armor to complete accurate and timely sales reporting and admin fee payments to NASPO and participating state entities. This information is entered into the GH system at the time of order entry and available as metrics for reporting. GH has a dedicated sales reporting POC that utilizes database information to compile and calculate sales totals and admin fee payments.

9. Describe details around what response time Offeror will meet for Lead State and/or NASPO ValuePoint for Master Agreement requirements – annual meetings, volume reports, amendments to Master Agreement, price list update questions, etc.

GH Armor strives to respond to all inquiries within 24 hours. GH is dedicated to supporting NASPO, responding to inquiries, providing feedback on proposed contract amendments or updates to product standards, and has in the past demonstrated this

**Request for Proposals for
Body Armor and Ballistic Resistant Products**

Issued by the **State of Colorado**

Solicitation Number RFP-SPCO-AR-25-03



SPCO

State Purchasing & Contracts Office

commitment through participation in in-person and virtual annual contract reviews, on-time sales reporting and admin fee payments, attendance at NASPO industry days, responses to RFIs for forthcoming solicitations, serving on the NASPO Supplier Advisory Council, and satisfying all requests for information made by the Lead State. GH Armor appreciates the support and consideration of the Lead State and participating states in allowing GH Armor to be a partner to NASPO for nearly 20 years.

**Request for Proposals for
Body Armor and Ballistic Resistant Products**



Issued by the **State of Colorado**

Solicitation Number RFP-SPCO-AR-25-03

Attachment L - Agents and Distributors by State

Offeror Name:

GH Armor Systems Inc.

States	Number of Agents/Distributors
Alabama	7
Alaska	4
Arizona	6
Arkansas	7
California	7
Colorado	7
Connecticut	8
Delaware	9
Florida	10
Georgia	11
Guam	1
Hawaii	3
Idaho	5
Illinois	8
Indiana	10
Iowa	9
Kansas	7
Kentucky	9
Louisiana	5
Maine	7
Maryland	8
Massachusetts	7
Michigan	14
Minnesota	6
Mississippi	6
Missouri	6
Montana	7
Nebraska	4
Nevada	7
New Hampshire	6
New Jersey	12
New Mexico	5

New York	12
North Carolina	9
North Dakota	5
Ohio	11
Oklahoma	4
Oregon	4
Pennsylvania	13
Puerto Rico	4
Rhode Island	9
South Carolina	9
South Dakota	6
Tennessee	13
Texas	9
Utah	6
Vermont	5
Virginia	11
Washington	4
Washington D.C.	4
West Virginia	9
Wisconsin	5
Wyoming	6
U.S. Virgin Islands	1
Total	387



State Purchasing & Contracts Office