

# Notice of Contract Purchase Agreement



**State Of Rhode Island and Providence Plantations**  
**Department of Administration**  
**Division of Purchases**  
**One Capitol Hill**  
**Providence, RI 02908-5860**

<b>V E N D O R</b>	<b>GH ARMOR SYSTEMS INC</b> <b>1 SENTRY DR</b> <b>PO BOX 280</b> <b>DOVER, TN 37058</b> <b>United States</b>
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<b>BODY ARMOR PRODUCTS</b>	
Award Number	<b>3488653</b>
Revision Number	<b>0</b>
Effective Period	<b>01-OCT-2016 - 15-MAR-2018</b>
Approved PO Date	<b>13-OCT-2016</b>
Vendor Number	<b>50622</b>

<b>S H I P  T O</b>	<b>MASTER PRICE AGREEMENT</b> <b>SEE BELOW</b> <b>RELEASE AGAINST, RI MPA</b> <b>United States</b>
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Type of Requisition	<b>*OTHER</b>
Requisition Number	
Change Order Requisition Number	
Solicitation Number	
Freight	<b>Paid</b>
Payment Terms	<b>NET 30</b>
Buyer	- <b>Cowell Jr, John</b>
Requester Name	
Work Telephone	

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's purchasing regulations, available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

10/1/16 - 3/15/18

THIS CONTRACT IS A NASPO VALUE POINT COOPERATIVE AGREEMENT THAT THE STATE OF RHODE ISLAND IS PARTICIPATING IN. MPA #512 AS AWARDED ON 3/24/16 THE PURCHASE ORDER IS EXCLUSIVE TO THE STATE OF RHODE ISLAND.

MASTER AGREEMENT GH ARMOR SYSTEMS INC. 2016-179

DELIVERY AS REQUIRED

SUPPLIER CONTACT:  
CHRIS GRADO (931) 233-9084

## INVOICE TO

The State of Rhode Island accepts electronic invoices via its supplier portal. To register and submit electronic invoices, visit the supplier portal at <http://controller.admin.ri.gov/iSupplier/isup/index.php>

To submit paper invoices, mail to: Department of Administration Controller, One Capitol Hill, 4th Floor, Providence 02908.

**STATE PURCHASING AGENT**

*Nancy R. McIntyre*  
Nancy R. McIntyre

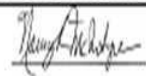
Reference Documents: GH ARMOR MPA.pdf

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**STATE PURCHASING AGENT**



Nancy R. McIntyre

**Contract Terms and Conditions**

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## **Terms and Conditions**

### **PURCHASE ORDER STANDARD TERMS AND CONDITIONS**

#### **TERMS AND CONDITIONS FOR THIS PURCHASE ORDER**

#### **INSURANCE REQUIREMENTS (ADDITIONAL)**

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "SHIP TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

#### **MULTI YEAR AWARD**

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

#### **AUTHORIZATION AND RELEASE**

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

#### **BLANKET PAYMENT**

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

#### **EQUAL OPPORTUNITY COMPLIANCE**

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

#### **PURCHASE AGREEMENT AWARD**

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

### **PARTIAL PAYMENTS**

PARTIAL OR PROGRESS PAYMENTS MAY BE MADE. PAYMENT WILL BE AUTHORIZED UPON RECEIPT AND ACCEPTANCE BY THE AGENCY OF THE PORTION OF THE CONTRACT OR PURCHASE ORDER COMPLETED BY THE VENDOR. PAYMENT UPON THE RENDERING OF A PROPERLY SUBMITTED INVOICE.

### **CAMPAIGN FINANCE COMPLIANCE**

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at:

<https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

### **ARRA SUPPLEMENTAL TERMS AND CONDITIONS**

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

### **DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:**

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

For all Purchase Orders issued on behalf of the University of Rhode Island, Community College of Rhode Island, and Rhode Island College, vendors will receive a confirming order from the respective entity prior to proceeding.

### **TERMS AND CONDITIONS OF PRICING AGREEMENT**

**SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.**

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of

Purchases may be disregarded and shall not be binding on the state.

**PRODUCT ACCEPTANCE** - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

#### ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

**In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.**

**State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.**

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

**DELIVERY** If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

**PRICING** - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

**INVOICING** All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

**PAYMENT** - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint**  
**Body Armor Products**  
Administered by the State of **Colorado** (hereinafter "Lead State")

MASTER AGREEMENT  
**GH Armor Systems, Inc.**  
Master Agreement No: **2016-179**  
(hereinafter "Contractor")

And

**State of Rhode Island/Division of Purchases**  
(hereinafter "Participating State/Entity")

1. **Scope:** This addendum covers the **Body Armor Products** led by the State of **Colorado** for use by state agencies and other entities located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts with the prior approval of the State's Chief Procurement Official.
  
2. **Participation:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. The participating State includes all Executive Agencies of the State of Rhode Island. Additionally, the same terms and conditions of the Participating Agreement shall be offered to the Legislative and Judicial Branches of Rhode Island, the Board of Governors for Higher Education (including the University of Rhode Island, Rhode Island College and the Community College of Rhode Island), municipalities (including cities, towns and school districts), and quasi-public agencies.
  
3. **Participating State/Entity Modifications or Additions to Master Agreement:**  
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

Participating State/Entity to check one box.

No changes to the terms and conditions of the Master Agreement are required

The following changes are modifying or supplementing the Master Agreement terms and conditions.

**The additional terms and conditions set forth as Exhibit A and entitled "State of Rhode Island Procurement Regulations - Appendix A General Conditions of Purchase" are hereby incorporated by reference into this Participating Addendum. To the extent of an express conflict between the terms and conditions of the State of Colorado Price Agreement Number 2016-178 ("Master Agreement") and those set**

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**NASPO ValuePoint**  
**Body Armor Products**  
Administered by the State of Colorado (hereinafter "Lead State")

MASTER AGREEMENT  
**GH Armor Systems, Inc.**  
Master Agreement No: 2016-179  
(hereinafter "Contractor")

And

**State of Rhode Island/Division of Purchases**  
(hereinafter "Participating State/Entity")

**forth in Exhibit A, the terms and conditions of the Master Agreement shall take precedence.**

**Notwithstanding the above, the Master Agreement and this Participating Addendum shall be governed by and shall be interpreted in accordance with the laws of the State of Rhode Island: venue of any action brought with regard to this engagement shall be in Providence County, Providence, Rhode Island, and Contractor accepts the personal jurisdiction of such courts.**

4. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor: GH Armor Systems, Inc.

Name	Chris Grado, Managing Director
Address	1 Sentry Drive, PO Box 280 Dover, TN 37058
Telephone	(931) 233-9084
Fax	(866) 920-5941
E-mail	cgrado@gharmorsystems.com

Participating Entity:

Name	State of Rhode Island, Division of Purchases
Address	1 Capitol Hill, Providence, RI 02908
Telephone	John A. Cowell, 401-574-8114
Fax	401-574-8387
E-mail	John.cowell@purchasing.ri.gov

5. **Subcontractors:** All GH Armor Systems, Inc. Distributors authorized in the State of Rhode Island, as shown on the dedicated GH Armor Systems, Inc. NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's Distributor's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.



**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint**  
**Body Armor Products**  
Administered by the State of Colorado (hereinafter "Lead State")

**MASTER AGREEMENT**  
**GH Armor Systems, Inc.**  
Master Agreement No: 2016-179  
(hereinafter "Contractor")

And  
**State of Rhode Island/Division of Purchases**  
(hereinafter "Participating State/Entity")

**6. Orders:** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

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

Participating State: Rhode Island	Contractor: <b>GH Armor Systems, Inc.</b>
By: <i>Nancy R. McIntyre</i> <i>Deputy Purchasing Agent</i>	By: <i>Chris Grado</i>
Name: Nancy R. McIntyre	Name: Chris Grado
Title: Purchasing Agent	Title: Managing Director
Date: 9/20/16	Date: 9/7/16

[Additional signatures as required by Participating State]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@naspovaluepoint.org

[Please email fully executed PDF copy of this document to  
[PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org) to support documentation of participation and posting  
in appropriate data bases]

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

#### Manufacturer Identifying Information

Manufacturer Name: GH Armor Systems Inc.  
 Address: 1 Sentry Drive, PO Box 280  
 City: Dover State: Tennessee Zip: 37058  
 Primary Contact: Dave Hedlund  
 Phone: (508) 344-2180 Email: [dhedlund1@tampabay.rr.com](mailto:dhedlund1@tampabay.rr.com)  
 Website: [www.gharmorsystems.com](http://www.gharmorsystems.com)  
 FEIN: 20-4998424

#### Distributor/Agent (Rhode Island)

##### Identify Distributor/Agents for measuring/fitting and order placement

Company Name: Sentry Uniform  
 Address: 803 James Street  
 City: Chicopee State: Massachusetts Zip: 01020  
 Primary Contact: Mike O'Leary  
 Phone: (413) 536-1236 Email: [mike@sentryuniform.net](mailto:mike@sentryuniform.net)  
 Website: [www.sentryuniform.com](http://www.sentryuniform.com)  
 FEIN: 042-306069

Areas Covered: Rhode Island

#### Distributor/Agent (Rhode Island)

##### Identify Distributor/Agents for measuring/fitting and order placement

Company Name: Officers Only by Bob Barker Company, Inc  
 Address: 134 N Main St  
 City: Fuquay Varina State: NC Zip: 27526  
 Primary Contact: Jeff Hadgraft  
 Phone: 203.240.2382 Email: [JeffHadgraft@bobbarker.com](mailto:JeffHadgraft@bobbarker.com)  
 Website: [www.officersonly.com](http://www.officersonly.com)  
 FEIN: 56-1558062

Areas Covered: All States

**Distributor/Agent (Rhode Island)**  
**Identify Distributor/Agents for measuring/fitting and order placement**

Company Name:  
Address:  
City:  
Primary Contact:  
Phone:  
Website:  
FEIN:

State:

Zip:

Email:

Areas Covered:

**Distributor/Agent (Rhode Island)**  
**Identify Distributor/Agents for measuring/fitting and order placement**

Company Name:  
Address:  
City:  
Primary Contact:  
Phone:  
Website:  
FEIN:

State:

Zip:

Email:

Areas Covered:

**Distributor/Agent (Rhode Island)**  
**Identify Distributor/Agents for measuring/fitting and order placement**

Company Name:  
Address:  
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Phone:  
Website:  
FEIN:

State:

Zip:

Email:

Areas Covered:

**Distributor/Agent (Rhode Island)**  
**Identify Distributor/Agents for measuring/fitting and order placement**

Company Name:  
Address:  
City:  
Primary Contact:  
Phone:  
Website:  
FEIN:

State:

Zip:

Email:

Areas Covered:

Manufacturer Name: