

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE 1 of 1	ORDER DATE 10/17/23
BUSINESS UNIT 9000	BUYER VICKI COLLINS (AS)
VENDOR NUMBER: 4127075	
VENDOR ADDRESS: UNITED SHIELD INTERNATIONAL HOLDINGS LLC DBA UNITED SHIELD INTERNATIONAL 1462 INTERNATIONAL DR TRAVERSE CITY MI 49686-8751	

CONTRACT NUMBER
15497 OC

THE CONTRACT PERIOD IS:

NOVEMBER 11, 2023 THROUGH NOVEMBER 10, 2024

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO Value Point Contract MA-164723

Contract to supply and deliver Body Armor and Ballistic Resistant Products to the State of Nebraska agencies and political sub-divisions for the period of November 11, 2023 through November 10, 2024. The contract may be renewed for one (1) additional one (1) year period when mutually agreeable to the vendor and the State of Nebraska.

Payment Terms: Net 45



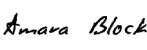
Political Subdivisions are responsible for processing Purchase Orders directly with the contracted vendor. For a complete list of United Shield International Body Armor and Ballistic Resistant Products, visit [https:// www.us.unitedshield.com](https://www.us.unitedshield.com)

For the File - This RFP and Contract are bid and awarded by the State of Colorado. All backup bids, etc. are retained by the State of Colorado Purchasing Department.

Vendor Contact: Paul Banducci, Contract Director
Cell Phone: 231-933-1179
Email: pbanducci@unitedshield.com
Website: www.us.unitedshield.com

Participating Addendum Amendment One (1) as Attached. (AM 10/17/23)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	BODY ARMOR AND BALLISTIC RESISTANT PRODUCTS	500,000.0000	\$	1.0000

 10/25/2023 BUYER	DocuSigned by:  10/25/2023 4106A24A8E8446D... BUYER	DocuSigned by:  10/25/2023 4CFF2711162A4A2... MATERIAL ADMINISTRATOR
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**PARTICIPATING ADDENDUM
AMENDMENT ONE (1)
(Hereinafter "Amendment")**

**NASPO Value Point Master Agreement #: 164723
State of Nebraska Contract #: 15497 OC
Body Armor and Ballistic Resistant Products**

Administered by the State of **Colorado** (hereinafter "Lead State")
MASTER AGREEMENT

United Shield International, LLC
(Hereinafter "Contractor")

and

State of Nebraska
(Hereinafter "Participating State/Entity")

THIS AMENDMENT is by and between the State of Nebraska ("Participating State/Entity") and United Shield International, LLC (Contractor).

WHEREAS, the Lead State Colorado has a Contract with the Contractor identified as Master Agreement Number 164723 to provide Body Armor and Ballistic Resistant Products for use by State Agencies and other entities. The State has entered into a Participating Addendum/Contract with the Contractor, identified as 15497 OC.

WHEREAS, the terms of the Contract specifically state that the Contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of existing contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

Effective Upon Execution by both Parties:

1. **CHANGES**: The purpose of this Amendment One (1) is as follows:

- a. Term Period: Amendment One (1) is to extend Contract 15497 OC for an additional term, beginning on November 11, 2023 through November 10, 2024.

**PARTICIPATING ADDENDUM
AMENDMENT ONE (1)
(Hereinafter "Amendment")**

**NASPO Value Point Master Agreement #: 164723
State of Nebraska Contract #: 15497 OC
Body Armor and Ballistic Resistant Products**

Administered by the State of **Colorado** (hereinafter "Lead State")
MASTER AGREEMENT

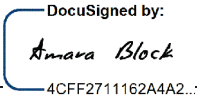
United Shield International, LLC
(Hereinafter "Contractor")

and

State of Nebraska
(Hereinafter "Participating State/Entity")

Terms and Conditions inconsistent with, contrary, or in addition to the Terms and Conditions of this Participating Addendum Amendment and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum Amendment or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise. Any such attempts to add or incorporate such Terms and Conditions are hereby rejected. The Terms and Conditions of this Participating Addendum Amendment, the Price Agreement and its exhibits, shall prevail and govern in the case of any such inconsistent or additional terms. This Participating Addendum Amendment applies only in the jurisdiction of the Participating State or Participating Entity, which has executed this Participating Addendum Amendment.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum Amendment as of the date of execution by both parties:

Participating State: Nebraska	Contractor: United Shield International, LLC
Signature: 	Signature: <i>Brian Banducci</i>
Printed Name: Amara Block	Printed Name: Brian Banducci
Title: DAS Materiel Administrator	Title: President
Date: 10/25/2023	Date: 10/17/2023

MASTER AGREEMENT AMENDMENT

Amendment # 2	Master Agreement # 164723	Amendment CMS # 182878
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1. PARTIES

This Amendment to the above-referenced Master Agreement (“Contract”) is entered into by and between **United Shield International, LLC** (hereinafter called “Contractor”), and the State of Colorado, acting by and through the Department of Personnel & **Administration, State Purchasing & Contracts Office** (hereinafter called the “State”), and collectively referred to as the “Parties.”

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. FACTUAL RECITALS

- A. The Parties entered into a Master Agreement effective **November 10, 2020**, that authorized Participating States to execute Participating Addenda with the Contractor for Body Armor and Ballistic Resistant Products, as set forth in the NASPO ValuePoint Master Agreement, Contract number 164723.
- B. The Contract was extended for an additional term beginning on November 11, 2022 and ending on November 10, 2023, via the issuance of Amendment #1, CMS # 174653.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

Per Section 1.4.2 of the Master Agreement, this Amendment shall extend the Contract for an additional term, beginning on November 11, 2023, and ending on November 10, 2024.

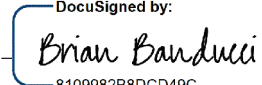

7. START DATE

This Amendment shall take effect on the later of the Effective Date or November 11, 2023.

8. ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Master Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

<p align="center">CONTRACTOR</p> <p align="center">United Shield International, LLC</p> <p>By: <u>Brian Banducci</u></p> <p>Title: <u>Director of Sales and Marketing</u></p> <p>DocuSigned by:  <u>8109982B8DCD49C...</u> <u>ture</u></p> <p>Date: <u>5/25/2023</u></p>	<p align="center">STATE OF COLORADO</p> <p align="center">Jared S. Polis, Governor</p> <p align="center">Department of Personnel and Administration Tony Gherardini, Executive Director</p> <p>DocuSigned by:  <u>EF45AFDEB51E414...</u>, State Purchasing Manager</p> <p align="center">Date: <u>5/25/2023</u></p>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate.

**STATE CONTROLLER
Robert Jaros, CPA, MBA, JD**

DocuSigned by:
By:  athan Manley **Date:** 5/25/2023

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STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
15497 OC

PAGE 1 of 1	ORDER DATE 10/20/22
BUSINESS UNIT 9000	BUYER VICKI COLLINS (AS)
VENDOR NUMBER: 4127075	
VENDOR ADDRESS: UNITED SHIELD INTERNATIONAL HOLDINGS LLC DBA UNITED SHIELD INTERNATIONAL 1462 INTERNATIONAL DR TRAVERSE CITY MI 49686-8751	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

NOVEMBER 11, 2022 THROUGH NOVEMBER 10, 2023

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO Value Point Contract MA-164723

Contract to supply and deliver Body Armor and Ballistic Resistant Products to the State of Nebraska agencies and political sub-divisions for the period of November 11, 2022 through November 10, 2023. The contract may be renewed for two (2) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Payment Terms: Net 45

Political Subdivisions are responsible for processing Purchase Orders directly with the contracted vendor. For a complete list of United Shield International Body Armor and Ballistic Resistant Products, visit [https:// www.us.unitedshield.com](https://www.us.unitedshield.com)

For the File - This RFP and Contract are bid and awarded by the State of Colorado. All backup bids, etc. are retained by the State of Colorado Purchasing Department.

Vendor Contact: Paul Banducci, Contract Director
Cell Phone: 231-933-1179
Email: pbanducci@unitedshield.com
Website: www.us.unitedshield.com

This is the first renewal of the contract as amended. (MH 10/20/22)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	BODY ARMOR AND BALLISTIC RESISTANT PRODUCTS	500,000.0000	\$	1.0000

DS
JD

10/25/2022

BUYER

DocuSigned by:

Vicki Collins 10/25/2022

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DocuSigned by:

Michelle Potts 10/25/2022

MATERIEL ADMINISTRATOR

MASTER AGREEMENT AMENDMENT

Amendment # 1	Master Agreement # 164723	Amendment CMS # 174653
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1. PARTIES

This Amendment to the above-referenced Master Agreement (“Contract”) is entered into by and between **United Shield International, LLC** (hereinafter called “Contractor”), and the State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office (hereinafter called the “State”), and collectively referred to as the “Parties.”

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. FACTUAL RECITALS

The Parties entered into a Master Agreement effective **November 10, 2020**, that authorized Participating States to execute Participating Addenda with the Contractor for Body Armor and Ballistic Resistant Products, as set forth in the NASPO ValuePoint Master Agreement, Contract number **164723**.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

Per Section 1.4.2 of the Master Agreement, this Amendment shall extend the Contract for an additional term, beginning on November 11, 2022, and ending on November 10, 2023.

7. START DATE

This Amendment shall take effect on the later of the Effective Date or November 11, 2022.

8. ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Master Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

CONTRACTOR United Shield International, LLC By: <u>Paul Banducci</u> Title: <u>President</u> DocuSigned by: <u>Paul Banducci</u> Date: <u>4/4/2022</u> 2935D4E4BC87469	STATE OF COLORADO Jared S. Polis, Governor Department of Personnel and Administration Tony Gherardini, Executive Director DocuSigned by: <u>John Chapman</u> By: <u>John Chapman</u> , State Purchasing Manager Date: <u>4/4/2022</u>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
By: Rachael Kamlet
6D1AC497138C48B... Rachael Kamlet

Date: 4/4/2022

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
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CONTRACT NUMBER
15497 OC

PAGE 1 of 1	ORDER DATE 04/13/21
BUSINESS UNIT 9000	BUYER VICKI COLLINS (AS)
VENDOR NUMBER: 4127075	
VENDOR ADDRESS: UNITED SHIELD INTERNATIONAL HOLDINGS LLC DBA UNITED SHIELD INTERNATIONAL 1462 INTERNATIONAL DR TRAVERSE CITY MI 49686-8751	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

APRIL 26, 2021 THROUGH NOVEMBER 10, 2022

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO Value Point Contract MA-164723

Contract to supply and deliver Body Armor and Ballistic Resistant Products to the State of Nebraska agencies and political sub-divisions for the period of April 26, 2021 through November 10, 2022. The contract may be renewed for three (3) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Payment Terms: Net 45

Political Subdivisions are responsible for processing Purchase Orders directly with the contracted vendor. For a complete list of United Shield International Body Armor and Ballistic Resistant Products, visit [https:// www.us.unitedshield.com](https://www.us.unitedshield.com)

For the File - This RFP and Contract are bid and awarded by the State of Colorado. All backup bids, etc. are retained by the State of Colorado Purchasing Department.

Vendor Contact: Paul Banducci, Contract Director
Cell Phone: 231-933-1179
Email: pbanducci@unitedshield.com
Website: www.us.unitedshield.com

(MH 4/14/21)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	BODY ARMOR AND BALLISTIC RESISTANT PRODUCTS	500,000.0000	\$	1.0000

DocuSigned by:
RC 4/19/2021
DocuSigned by:
Vicki Collins 4/19/2021
DocuSigned by:
Buyer 4/20/2021
MATERIAL ADMINISTRATOR

PARTICIPATING ADDENDUM
NASPO ValuePoint
Body Armor and Ballistic Resistant Products
Administered by the State of **Colorado** (hereinafter “Lead State”)

MASTER AGREEMENT
United Shield International, LLC
Master Agreement No: **164723**
(hereinafter “Contractor”)
And
State of Nebraska Contract 15497 OC
(hereinafter “Participating State/Entity”)

1. **Scope:** This addendum covers the **Body Armor and Ballistic Resistant 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.

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.

STATE OF NEBRASKA
STANDARD TERMS AND CONDITIONS FOR COOPERATIVE CONTRACT

I. GENERAL

A. CONTRACT PERIOD

April 26, 2021 through November 10, 2022. The contract may be renewed for three (3) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

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

MASTER AGREEMENT
United Shield International, LLC
Master Agreement No: **164723**
(hereinafter "Contractor")
And
State of Nebraska Contract 15497 OC
(hereinafter "Participating State/Entity")

B. PRICES

See Exhibit A, Product and Price Lists for cost of **Body Armor and Ballistic Resistant Products**. Prices quoted shall be net, including transportation and delivery charges fully prepaid by the Contractor, F.O.B. destination. No additional charges will be allowed for packaging, packages, or partial delivery cost.

C. DOCUMENTS/ORDER OF PRECEDENCE

The Participating Addendum shall incorporate the following documents:

1. Participating Addendum
2. Master Agreement
3. Amendments/Addenda
4. The Solicitation

These documents constitute the entirety of the Participating Addendum.

By incorporation of the Master Agreement in the Participating Addendum, the Master Agreement shall be read as being entered into by the State of Nebraska and interpreted consistent with Nebraska state law. These documents constitute the entirety of the Participating Addendum.

Unless otherwise specifically stated in a future Participating Addendum amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Participating Addendum or Master

Agreement with the most recent dated amendment having the highest priority, 2) executed Participating Addendum and any attached Addenda, 3) executed Master Agreement and any Addendum, 4) Statement of Work, 5) the Solicitation, and 6) Contractor's Response to the Solicitation.

Any ambiguity or conflict in the Participating Addendum discovered after execution, not otherwise addressed herein, shall be resolved in accordance with the rules of Participating Addendum interpretation as established in the State of Nebraska.

The Supplier should submit any license, user agreement, service level agreement, or similar documents that the Supplier wants incorporated in the **Body Armor and Related Accessories and Supplies**.

D. AMENDMENT

This Participating Addendum may be amended in writing, within scope, upon the agreement of both parties.

E. NON-WAIVER OF BREACH

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

F. BREACH

Either Party may terminate the Contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of

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

MASTER AGREEMENT
United Shield International, LLC
Master Agreement No: **164723**
(hereinafter "Contractor")

And

State of Nebraska Contract 15497 OC
(hereinafter "Participating State/Entity")

the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies.

G. SEVERABILITY

If any term or condition of the Participating Addendum is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Participating Addendum did not contain the provision held to be invalid or illegal.

H. INDEMNIFICATION

Indemnification shall be governed by Section 6.13 of the Master Agreement.

1. SELF-INSURANCE (Statutory)

The State is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 through 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

2. ATTORNEY GENERAL'S AUTHORITY

The Parties acknowledge that Attorney General for the State is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

I. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the Participating Addendum, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other party prevails.

J. CONTRACTING WITH OTHER POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145, to use this Participating Addendum. The terms and conditions, including price, of the Participating Addendum may not be amended. The State shall not be contractually obligated or liable for any Participating Addendum entered into pursuant to this clause.

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

MASTER AGREEMENT
United Shield International, LLC
Master Agreement No: **164723**
(hereinafter "Contractor")

And

State of Nebraska Contract 15497 OC
(hereinafter "Participating State/Entity")

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this Participating Addendum. The terms and conditions, including price, of this Participating Addendum shall apply to any such Participating Addendum, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any Participating Addendum entered into pursuant to this clause. The State shall be notified if a Participating Addendum is executed based upon this Participating Addendum.

K. EARLY TERMINATION

The Participating Addendum may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the Participating Addendum at any time.
2. The State, at its sole discretion, may terminate the Participating Addendum for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the Participating Addendum. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the Participating Addendum immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the Participating Addendum by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and, In the event funding is no longer available.

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

MASTER AGREEMENT
United Shield International, LLC
Master Agreement No: **164723**
(hereinafter "Contractor")

And

State of Nebraska Contract 15497 OC
(hereinafter "Participating State/Entity")

II. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

The Contractor is solely responsible for fulfilling the Participating Addendum. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the Participating Addendum. The personnel the Contractor uses to fulfill the Participating Addendum shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or a Subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the Participating Addendum shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

- 1.** Any and all pay, benefits, and employment taxes and/or other payroll withholding;
- 2.** Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
- 3.** Damages incurred by Contractor's employees within the scope of their duties under the Participating Addendum;
- 4.** Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
- 5.** Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
- 6.** All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

The Contractor shall insure that the terms and conditions contained in any Participating Addendum with a Subcontractor does not conflict with the terms and conditions of this Participating Addendum.

The Contractor shall include a similar provision, for the protection of the State, in the Participating Addendum with any Subcontractor engaged to perform work on this Participating Addendum.

PARTICIPATING ADDENDUM
NASPO ValuePoint
Body Armor and Ballistic Resistant Products
Administered by the State of **Colorado** (hereinafter “Lead State”)

MASTER AGREEMENT
United Shield International, LLC
Master Agreement No: **164723**
(hereinafter “Contractor”)
And
State of Nebraska Contract 15497 OC
(hereinafter “Participating State/Entity”)

B. INSURANCE REQUIREMENTS

Insurance requirements shall be governed by Section 6.1 of the Master Agreement.

C. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)

The Contractor must be authorized to transact business in the State and comply with all Nebraska Secretary of State Registration requirements. The Contractor will be required to certify that it has complied and produce a true and correct copy of its current Certificate or Letter of Good Standing. This must be accomplished prior to execution of the Participating Addendum.

D. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing work within the State. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

E. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 through 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of Participating Addendum. The Contractor shall insert a similar provision in all Subcontracts for goods or services to be covered by this Participating Addendum.

F. PERMITS, REGULATIONS, LAWS

The Participating Addendum price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the Participating Addendum. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the performance of the Participating Addendum. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this Participating Addendum.

G. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State’s Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State’s sovereign immunity, statutes, common law, or regulations; (5) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State’s Constitution, statutes, common law, regulations, and sovereign immunity.

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And

State of Nebraska Contract 15497 OC
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The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

H. NOTICE OF POTENTIAL CONTRACTOR BREACH

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

I. WARRANTY

Warranty shall be governed by Exhibit C, Warranty and Recycling Plan, of Master Terms and Conditions.

J. CONFLICT OF INTEREST

By accepting the Participating Addendum, Contractor certifies that there does not now exist a relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this Participating Addendum.

The Contractor certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the delivery of its goods hereunder or which creates an actual or an appearance of conflict of interest.

The Contractor certifies that it will not employ any individual known by Contractor to have a conflict of interest.

K. ADVERTISING

The Contractor agrees not to refer to the Participating Addendum in advertising in such a manner as to state or imply that the company or its goods are endorsed or preferred by the State. Any publicity releases pertaining to the Participating Addendum shall not be issued without prior written approval from the State.

L. DISASTER RECOVERY/BACK UP PLAN

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods as specified under the specifications in the contract in the event of a disaster.

M. DRUG POLICY

Contractor certifies it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

N. REPORTS

The Contractor shall also provide to the State of Nebraska primary contact person quarterly utilization reports containing at a minimum the following information pertaining to State of Nebraska Utilization:

1. Purchase order number;
2. Description;
3. Quantity;
4. Price; and
5. Agency Name.

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O. ADMINISTRATIVE FEE /REBATE

The Contractor agrees to provide a quarterly administrative fee in the form of a check. The fee will be payable to the State for an amount equal to one quarter of one percent (0.25%) the net sales (net of any returns, credits, or adjustments under this Addendum for the period. The Manufacturer List Price discount percentage is guaranteed throughout the term of the Master Agreement, including renewal terms. Contractor must include on the check the Contract Name (Body Armor and Ballistic Resistant Products) and the Contract number 15497 OC. Payments shall be made in accordance with following schedule:

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

<u>Period End</u>	<u>Report Due</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

P. ADMINISTRATIVE FEE/REBATE REMITTANCE LOCATION

All Administrative Fees/Rebates will be sent to the following address:

State Purchasing Bureau
c/o Central Finance, Administrative Services
1526 K Street
Lincoln, NE 68508

The Contractor agrees to provide a quarterly utilization report, reflecting new sales to the State during the associated fee period. The report shall be in the format developed by the Lead State and as agreed to by the Contractor. The report will be provided in secure electronic format and/or submitted electronically to the State contact listed in the Addendum.

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III. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT

Neb. Rev. Stat. §§ 73-501 through 73-509 states "payments shall be made when contractual deliverables are received or in accordance with specific contractual terms and conditions."

B. TAXES

The State is not required to pay taxes and assumes no such liability as a result of this Participating Addendum. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. INVOICES

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

E. PAYMENT (Statutory)

The State will render payment to the Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section § 73-506(1)). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

The State's obligation to pay amounts due on the Contract for a fiscal year following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

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H. **RIGHT TO AUDIT**

Auditing this Participating Addendum shall be governed by Section 6.2 of the Master Agreement.

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

Contractor: United Shield International, LLC

Name	Paul Banducci
Address	1462 International Drive Traverse City, MI 49686
Telephone	(231) 933-1179
E-mail	pbanducci@unitedshield.com

Participating Entity:

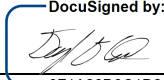

Name	Vicki Collins
Address	Department of Administrative Services, 1526 K St, Suite 130, Lincoln, NE 68509
Telephone	402-471-6500
E-mail	As.materielpurchasing@nebraska.gov

5. **Subcontractors:** All United Shield International, LLC Distributors authorized in the State of Nebraska, as shown on the dedicated United Shield International, LLC 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.
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.

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

Participating State: Nebraska	Contractor: United Shield International, LLC
By: 	By: 
Name: Doug Carlson <small>6F1A26D8C1D24BC...</small>	Name: Paul Banducci
Title: Materiel Administrator	Title: President
Date: 4/20/2021	Date: 4-13-21

[Additional signatures as required by Participating State]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

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

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

United Shield International, LLC

Awarded Product Category

- Ballistic-resistant Vest (including carrier - concealable):
 - o Handgun protection, Level II, male/neutral and female
 - o Handgun protection, Level IIIA, male/neutral and female
- Ballistic-resistant Vest (including carrier - tactical):
 - o Handgun protection, Level II, male/neutral and female
 - o Handgun protection, Level IIIA, male/neutral and female
- Ballistic-resistant Rifle Plates (including carrier):
 - o Rifle protection, Level III, male/neutral
 - o Rifle protection, Level IV, male/neutral
- Ballistic-resistant Stand-alone Plate:
 - o Rifle protection, Level III, male/neutral
 - o Rifle protection, Level IV, male/neutral
- Ballistic-resistant Shield: Handgun protection, Level IIIA
- Ballistic-resistant Shield: Rifle protection, Level III
- Ballistic-resistant Helmet: Handgun protection, Level IIIA

- Non-market basket items: Trauma Pack, Trauma Plate, Insert, Protector (groin, shoulder, throat, etc.), Carriers, Pouches, Replacement Vest Straps, ID Patches, Carry Bags, Face Shields, Helmet Accessories, Shield LED Lights, Shield Accessories, Other Accessories

Ballistic-resistant Vest (including carrier) - Outer	Handgun Protection	UPT Moody EV - Araura II	UPT MoodyEV US2.1-II (size)-(color)	US2.1-II	M or F	0101.06	II	\$1,360.00	\$850.00	37.50%
Ballistic-resistant Vest (including carrier) - Outer	Handgun Protection	UPT Moody EV - Araura IIA	UPT MoodyEV US2.1- IIA (size)-(color)	US2.1- IIA	M or F	0101.06	IIA	\$1,460.00	\$912.50	37.50%
Ballistic-resistant Vest (including carrier) - Outer	Handgun Protection	UPT Moody EV - Virtus IIA	UPT MoodyEV US2.1- IIA (size)-(color)	US2.1- IIA	M or F	0101.06	IIA	\$1,300.00	\$812.50	37.50%
Ballistic-resistant Vest (including carrier) - Outer	Handgun Protection	UPT Mountain Slick - Araura II	UPT MTSlick-US2.1-II (size)-(color)	US2.1- II	M or F	0101.06	II	\$1,560.00	\$975.00	37.50%
Ballistic-resistant Vest (including carrier) - Outer	Handgun Protection	UPT Mountain Slick - Araura IIA	UPT MTSlick-US2.1- IIA (size)-(color)	US2.1- IIA	M or F	0101.06	IIA	\$1,850.00	\$1,156.25	37.50%
Ballistic-resistant Vest (including carrier) - Outer	Handgun Protection	UPT Mountain Slick - Araura II	UPT MTSlick-US2.1-II (size)-(color)	US2.1- II	M or F	0101.06	II	\$1,180.00	\$737.50	37.50%
Ballistic-resistant Vest (including carrier) - Outer	Handgun Protection	UPT Mountain Slick - Araura IIA	UPT MTSlick-US2.1- IIA (size)-(color)	US2.1- IIA	M or F	0101.06	IIA	\$1,260.00	\$787.50	37.50%
Ballistic-resistant Vest (including carrier) - Outer	Handgun Protection	UPT Mountain Slick - Virtus IIA	UPT MTSlick-US2.1- IIA (size)-(color)	US2.1- IIA	M or F	0101.06	IIA	\$1,320.00	\$810.00	37.50%
Ballistic-resistant Vest (including carrier) - Outer	Handgun Protection	UPT Mountain Uniform - Araura II	UPT MTUniform-US2.1-II (size)-(color)	US2.1- II	M or F	0101.06	II	\$1,640.00	\$1,025.00	37.50%
Ballistic-resistant Vest (including carrier) - Outer	Handgun Protection	UPT Mountain Uniform - Araura IIA	UPT MTUniform-US2.1- IIA (size)-(color)	US2.1- IIA	M or F	0101.06	IIA	\$1,940.00	\$1,212.50	37.50%
Ballistic-resistant Vest (including carrier) - Outer	Handgun Protection	UPT Mountain Uniform - Virtus IIA	UPT MTUniform-US2.1- IIA (size)-(color)	US2.1- IIA	M or F	0101.06	IIA	\$1,360.00	\$850.00	37.50%
Ballistic-resistant Vest (including carrier) - Outer	Handgun Protection	UPT Mountain Uniform - Araura IIA	UPT MTUniform-US2.1- IIA (size)-(color)	US2.1- IIA	M or F	0101.06	IIA	\$1,350.00	\$843.75	37.50%
Ballistic-resistant Vest (including carrier) - Outer	Handgun Protection	UPT Mountain Patrol - Araura II	UPT MTPatrol-US2.1- IIA (size)-(color)	US2.1- IIA	M or F	0101.06	IIA	\$1,200.00	\$750.00	37.50%
Ballistic-resistant Vest (including carrier) - Outer	Handgun Protection	UPT Mountain Patrol - Araura II	UPT MTPatrol-US2.1- IIA (size)-(color)	US2.1- IIA	M or F	0101.06	IIA	\$1,690.00	\$1,066.25	37.50%
Ballistic-resistant Vest (including carrier) - Outer	Handgun Protection	UPT Mountain Patrol - Araura IIA	UPT MTPatrol-US2.1- IIA (size)-(color)	US2.1- IIA	M or F	0101.06	IIA	\$1,980.00	\$1,237.50	37.50%
Ballistic-resistant Vest (including carrier) - Outer	Handgun Protection	UPT Mountain Patrol - Araura II	UPT MTPatrol-US2.1- IIA (size)-(color)	US2.1- IIA	M or F	0101.06	IIA	\$1,310.00	\$816.75	37.50%
Ballistic-resistant Vest (including carrier) - Outer	Handgun Protection	UPT Mountain Patrol - Araura IIA	UPT MTPatrol-US2.1- IIA (size)-(color)	US2.1- IIA	M or F	0101.06	IIA	\$1,405.00	\$878.13	37.50%
Ballistic-resistant Vest (including carrier) - Outer	Handgun Protection	UPT Mountain Patrol - Virtus IIA	UPT MTPatrol-US2.1- IIA (size)-(color)	US2.1- IIA	M or F	0101.06	IIA	\$1,250.00	\$781.25	37.50%
Ballistic-resistant Vest (including carrier) - Outer	Handgun Protection	UPT Mountain CLC - Araura II	UPT MTCLC-US2.1- IIA (size)-(color)	US2.1- IIA	M or F	0101.06	IIA	\$1,710.00	\$1,068.75	37.50%
Ballistic-resistant Vest (including carrier) - Outer	Handgun Protection	UPT Mountain CLC - Araura IIA	UPT MTCLC-US2.1- IIA (size)-(color)	US2.1- IIA	M or F	0101.06	IIA	\$1,950.00	\$1,250.00	37.50%
Ballistic-resistant Vest (including carrier) - Outer	Handgun Protection	UPT Mountain CLC - Araura II	UPT MTCLC-US2.1- IIA (size)-(color)	US2.1- IIA	M or F	0101.06	IIA	\$1,330.00	\$831.25	37.50%
Ballistic-resistant Vest (including carrier) - Outer	Handgun Protection	UPT Mountain CLC - Araura IIA	UPT MTCLC-US2.1- IIA (size)-(color)	US2.1- IIA	M or F	0101.06	IIA	\$1,425.00	\$890.63	37.50%
Ballistic-resistant Vest (including carrier) - Outer	Handgun Protection	UPT Mountain CLC - Virtus IIA	UPT MTCLC-US2.1- IIA (size)-(color)	US2.1- IIA	M or F	0101.06	IIA	\$1,270.00	\$793.75	37.50%
Ballistic-resistant Vest (including carrier) - Outer	Handgun Protection	UPT Mountain Highland - Araura II	UPT MTHighland-US2.1-II (size)-(color)	US2.1- II	M or F	0101.06	II	\$1,980.00	\$1,066.25	37.50%
Ballistic-resistant Vest (including carrier) - Outer	Handgun Protection	UPT Mountain Highland - Araura IIA	UPT MTHighland-US2.1- IIA (size)-(color)	US2.1- IIA	M or F	0101.06	IIA	\$1,980.00	\$1,237.50	37.50%
Ballistic-resistant Vest (including carrier) - Outer	Handgun Protection	UPT Mountain Highland - Araura II	UPT MTHighland-US2.1-II (size)-(color)	US2.1- II	M or F	0101.06	II	\$1,310.00	\$818.75	37.50%
Ballistic-resistant Vest (including carrier) - Outer	Handgun Protection	UPT Mountain Highland - Araura IIA	UPT MTHighland-US2.1- IIA (size)-(color)	US2.1- IIA	M or F	0101.06	IIA	\$1,405.00	\$878.13	37.50%
Ballistic-resistant Vest (including carrier) - Outer	Handgun Protection	UPT Mountain Highland - Virtus IIA	UPT MTHighland-US2.1- IIA (size)-(color)	US2.1- IIA	M or F	0101.06	IIA	\$1,380.00	\$862.50	37.50%
Ballistic-resistant Vest (including carrier) - Outer	Handgun Protection	UPT Turnout - Araura II	UPT Turnout-US2.1- IIA (size)-(color)	US2.1- IIA	M or F	0101.06	IIA	\$1,740.00	\$1,087.50	37.50%
Ballistic-resistant Vest (including carrier) - Outer	Handgun Protection	UPT Turnout - Araura IIA	UPT Turnout-US2.1- IIA (size)-(color)	US2.1- IIA	M or F	0101.06	IIA	\$2,050.00	\$1,281.25	37.50%
Ballistic-resistant Vest (including carrier) - Outer	Handgun Protection	UPT Turnout - Araura II	UPT Turnout-US2.1- IIA (size)-(color)	US2.1- IIA	M or F	0101.06	IIA	\$1,370.00	\$866.25	37.50%
Ballistic-resistant Vest (including carrier) - Outer	Handgun Protection	UPT Turnout - Araura IIA	UPT Turnout-US2.1- IIA (size)-(color)	US2.1- IIA	M or F	0101.06	IIA	\$1,450.00	\$906.25	37.50%
Ballistic-resistant Vest (including carrier) - Outer	Handgun Protection	UPT Turnout - Virtus IIA	UPT Turnout-US2.1- IIA (size)-(color)	US2.1- IIA	M or F	0101.06	IIA	\$1,300.00	\$812.50	37.50%
Ballistic-resistant Vest (including carrier) - Outer	Handgun Protection	UPT Turnout HViz - Araura II	UPT TurnoutHViz-US2.1- IIA (size)-(color)	US2.1- IIA	M or F	0101.06	IIA	\$1,750.00	\$1,093.75	37.50%
Ballistic-resistant Vest (including carrier) - Outer	Handgun Protection	UPT Turnout HViz - Araura IIA	UPT TurnoutHViz-US2.1- IIA (size)-(color)	US2.1- IIA	M or F	0101.06	IIA	\$2,060.00	\$1,287.50	37.50%
Ballistic-resistant Vest (including carrier) - Outer	Handgun Protection	UPT Turnout HViz - Araura II	UPT TurnoutHViz-US2.1- IIA (size)-(color)	US2.1- IIA	M or F	0101.06	IIA	\$1,380.00	\$862.50	37.50%
Ballistic-resistant Vest (including carrier) - Outer	Handgun Protection	UPT Turnout HViz - Araura IIA	UPT TurnoutHViz-US2.1- IIA (size)-(color)	US2.1- IIA	M or F	0101.06	IIA	\$1,460.00	\$912.50	37.50%
Ballistic-resistant Vest (including carrier) - Outer	Handgun Protection	UPT Turnout HViz - Virtus IIA	UPT TurnoutHViz-US2.1- IIA (size)-(color)	US2.1- IIA	M or F	0101.06	IIA	\$1,310.00	\$818.75	37.50%
Ballistic-resistant rifle plate(s) (including carrier)	Rifle Protection	Active Shooter Kit- Delta-6H	RPSS-Delta-6H-2x 10x12	3401	M or N	0101.06	III	\$ 1,270.00	\$ 793.75	37.50%
Ballistic-resistant rifle plate(s) (including carrier)	Rifle Protection	Active Shooter Kit- Zeta-6H	RPSS-Zeta-6H-2x 10x12	3401	M or N	0101.06	IV	\$ 970.00	\$ 596.25	37.50%
Ballistic-resistant Stand Alone Plate	Rifle Protection	Delta-6H-10x12	Delta-6H-10X12	3401	M or N	0101.06	III	\$ 580.00	\$ 362.50	37.50%
Ballistic-resistant Stand Alone Plate	Rifle Protection	Delta-Lite-6H-10x12	Delta-Lite-6H-10X12	3600	M or N	0101.06	III	\$ 608.00	\$ 380.00	37.50%
Ballistic-resistant Stand Alone Plate	Rifle Protection	Delta-Ultra-Lite-6H-10x12	Delta-Ultra-Lite-6H-10X12	3800	M or N	0101.06	III	\$ 794.00	\$ 496.25	37.50%
Ballistic-resistant Stand Alone Plate	Rifle Protection	Zeta-6H-10x12	Zeta-6H-10X12	4601	M or N	0101.06	IV	\$ 230.00	\$ 143.75	37.50%
Ballistic-resistant Stand Alone Plate	Rifle Protection	Zeta-Lite-6H-10x12	Zeta-Lite-6H-10X12	4601	M or N	0101.06	IV	\$ 676.00	\$ 422.50	37.50%
Ballistic-resistant Stand Alone Plate	Rifle Protection	Acer-Gen-II 10 x 12	P1AS555	3611C	M or N	0101.06	III	\$ 185.00	\$ 115.63	37.50%
Ballistic-resistant Stand Alone Plate	Rifle Protection	Acer-Lite-Gen II 10 x 12	P5mmSANG60	3611C	M or N	0101.06	III	\$ 215.00	\$ 134.38	37.50%
Ballistic-resistant Stand Alone Plate	Rifle Protection	Sigma-6H 10 x 12	Sigma-Lite-6H 10 x 12	3611C	M or N	0101.06	III	\$ 536.00	\$ 335.00	37.50%
Ballistic-resistant Stand Alone Plate	Rifle Protection	Sigma-Lite-6H 10 x 12	Sigma-Lite-6H 10 x 12	3611C	M or N	0101.06	III	\$ 662.00	\$ 413.75	37.50%
Ballistic-resistant Stand Alone Plate	Rifle Protection	Sigma Ultra-Lite-6H 10 x 12	Sigma Ultra-Lite-6H 10 x 12	3810	M or N	0101.06	III	\$ 1,400.00	\$ 887.50	37.50%
Ballistic-resistant Stand Alone Plate	Rifle Protection	APL-RF1-100	APL-RF1-100-10x12	D1520	M or N	0101.06	III	\$ 570.00	\$ 356.25	37.50%
Ballistic-resistant Stand Alone Plate	Rifle Protection	APL-RF3-200	APL-RF3-200-10x12	D1557	M or N	0101.06	III	\$ 700.00	\$ 437.50	37.50%
Ballistic-resistant Stand Alone Plate	Rifle Protection	APL-RF3-200	APL-RF3-200-10x12	D1600	M or N	0101.06	IV	\$ 600.00	\$ 375.00	37.50%
Ballistic-resistant Stand Alone Plate	Rifle Protection	ZETA-6H-GEN II	ZETA-6H-GEN II-10x12	10800	M or N	0101.06	IV	\$ 230.00	\$ 143.75	37.50%
Ballistic-resistant Stand Alone Plate	Rifle Protection	Zeta-NEB-10x12	Zeta-NEB-10x12	4517	M or N	0101.06	IV	\$ 300.00	\$ 187.50	37.50%
Ballistic-resistant Stand Alone Plate	Rifle Protection	Zeta-NEB-10x8	Zeta-NEB-10x8	4517	M or N	0101.06	IV	\$ 280.00	\$ 175.00	37.50%
Ballistic Helmet	Handgun Protection	ACH-MICH-MIL	ACH-MICH-MIL-III(A)-(size)-(color)	N/A	N/A	0106.01	III	\$ 540.00	\$ 337.50	37.50%
Ballistic Helmet	Handgun Protection	ACH-MICH-MIL-MID CUT	ACH-MICH-MIL-MID CUT-III(A)-(size)-(color)	N/A	N/A	0106.01	III	\$ 540.00	\$ 337.50	37.50%
Ballistic Helmet	Handgun Protection	Spec Ops Delta Gen II	SPEC OPS DELTA-III(A)-HD-(size)-(color)-Gen II	N/A	N/A	0106.01	III	\$ 1,190.00	\$ 743.75	37.50%
Ballistic Helmet	Handgun Protection	Spec Ops Delta Gen II Mid Cut	SPEC OPS DELTA-MID-III(A)-HD-(size)-(color)-Gen II	N/A	N/A	0106.01	III	\$ 1,190.00	\$ 743.75	37.50%
Ballistic Helmet	Handgun Protection	PST SC650/PASGT	PSTSC650-III(A)-H11-(size)-(color)	N/A	N/A	0106.01	III	\$ 1,190.00	\$ 743.75	37.50%
Ballistic Helmet	Handgun Protection	ACH-MICH-NEB	ACH-MICH-MIL-III(A)-(size)-(color)-BOA-omega	N/A	N/A	0106.01	III	\$ 635.00	\$ 396.88	37.50%
Ballistic Shields	Rifle Protection	1W-III-A-ERT-24x36-VP	24x36-III(A)-W-WVP	N/A	N/A	0108.01	III	\$ 10,500.00	\$ 6,562.50	37.50%
Ballistic Shields	Handgun	ERT-III-A-24x36	ERT-III-A-Std	N/A	N/A	0108.01	III	\$ 2,200.00	\$ 1,375.00	37.50%
Ballistic Shields	Handgun	24 x 34 - IIIA	STD 24x36-III(A)	N/A	N/A	0108.01	III	\$ 1,950.00	\$ 1,187.50	37.50%
Ballistic Shields	Handgun	22x40-III(A)	Med 22x40- III(A)	N/A	N/A	0108.01	III	\$ 1,950.00	\$ 1,187.50	37.50%
Ballistic Shields	Handgun	MXV-III(A)-24x36	MXV-III(A)-24x36	N/A	N/A	0108.01	III	\$ 2,400.00	\$ 1,500.00	37.50%

NON-MARKET BASKET ITEMS

Product	Type	Site	Gender (M=Male, N=Neutral, F=Female)	Threat Level	Minimum % Discount from MSRP (per each)
Trauma Pack	Soft	All	N/A	All	37.50%
Trauma Plate	Hard	All	N/A	All	37.50%
Insert	Soft or Hard	All	N/A	All	37.50%
Protector (groin, shoulder, throat, etc.)	Soft or Hard	All	N/A	All	37.50%
Carriers	Uniform, Concealable, Tactical	All	M, F, N	N/A	37.50%
Pouches	All	All	N/A	N/A	37.50%
Replacement Vest Straps	All	All	N/A	N/A	37.50%
ID Patches	All	All	N/A	N/A	37.50%
Carry Bags	Vest, Shield, Helmet	All	N/A	N/A	37.50%
Face Shields	All	All	N/A	N/A	37.50%
Helmet Accessories	All	All	N/A	N/A	37.50%
Shield LED Lights	All	All	N/A	N/A	37.50%
Shield Accessories	All	All	N/A	N/A	37.50%
Other Accessories	All	All	N/A	N/A	37.50%

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: United Shield International, LLC
Address: 1462 International Drive
City: Traverse City State: MI Zip: 49686
Primary Contact: Paul Banducci
Phone: 231-933-1179 Email: pbanducci@unitedshield.com
Website: www.us.unitedshield.com
FEIN: 65-1246978

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

Company Name: Bryan Piester- Sales Manager
Address: 503 E. Nifong Blvd #350
City: Columbia State: MO Zip: 65201
Primary Contact:
Phone: 573-356-5885 Email: bepiester@odlesales.com
Website:
FEIN:

Areas Covered: NB

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

Company Name: 911 Custom
Address: 6970 West 152 nd Terrace
City: Overland Park State: Kansas Zip: 66223
Primary Contact: Pat Hellwege
Phone: 402-440-9689 Email: path@911custom.com
Website: www.911custom.com
FEIN: 271-340616

Areas Covered: Iowa, Nebraska, Kansas, Missouri, Oklahoma

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

Company Name: ABM Supplies
Address: 8413 Lakeview Av.
City: Lenexa State: KS Zip: 66219
Primary Contact: Alan Mestdagh
Phone: 913-961-8536 Email: admestdagh@gmail.com
Website: www.abmsupplieskc.com
FEIN: 46-3808461

Areas Covered: Kansas, Nebraska, Missouri, Iowa N and S Dakota, MN, Oklahoma, Arkansas

Manufacturer Name:

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

Company Name: LE Upfitters
Address: 19937 W 162nd Street
City: Olathe State: KS Zip: 66062
Primary Contact: Mike Garner
Phone: 913-808-3488 Email: mike@leupfitter.com
Website: www.leupfitter.com
FEIN:

Areas Covered: Kansas, Nebraska, Missouri, Iowa

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

Company Name: KIESLER POLICE SUPPLY
Address: 2802 SABLE MILL RD
City: JEFFERSONVILLE State: IN Zip: 47130
Primary Contact: TRAVIS KIESLER
Phone: 8122885740 Email: TRAVIS@KIESLER.COM
Website: WWW.KIESLER.COM
FEIN: 35-1361847

Areas Covered: MN, ND, SD, WI, IL, MI OH, IN, IA, MO, NE, KS, KY

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

Company Name: STREICHERS POLICE SUPPLY
Address: 10911 HWY 55
City: PLYMOUTH State: MN Zip: 55441
Primary Contact: RICK SIETZ
Phone: 7635461155 Email: RICKS@STREICHERS.COM
Website: WWW.STREICHERS.COM
FEIN: 41-1924626

Areas Covered: MN, ND, SD, WI, IL, MI OH, IN, IA, MO, NE, KS, KY

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

Company Name: Larry J Fredericks LLC
Address: 4010 Stonington Dr
City: Danville State: IL Zip: 61834
Primary Contact: Larry Fredericks
Phone: 217-474-3826 Email: lfred5@comcast.net
Website: [NA](#)
FEIN: 35-3565840

Areas Covered: MN, ND, SD, WI, IL, MI OH, IN, IA, MO, NE, KS, KY

Manufacturer Name:

Exhibit C Warranty and Recycling

Recycling

Used Ballistic Vest/Component Recycle Program

1.0 Purpose

- 1.1 This procedure describes the processes for the management and execution of a Used Ballistic Vest/Component Recycle Program for United Shield International, LLC (USI) . The company or the entity that owns the vests are responsible for the freight to return the vest panels. USI will dispose of the ballistic panels free of charge. **NO HARD PLATES ARE ACCEPTED.**

2.0 Responsibilities

- 2.1 The Returns Department is overall responsible for this program.
- 2.2 Customer Service is responsible for the daily operation and management of the Used Ballistic Vest/Component Recycle Program. Customer Service is responsible for receiving and processing the customer's request for this service within five days.
- 2.3 The Warehouse Manager is responsible for receiving, inventorying, marking boxes, and insuring secure and segregated storage of recycled ballistic vest.
- 2.4 The Returns Department is responsible for the inspection and verification of all incoming vests and components.
- 2.5 The Returns Department is responsible to ensure the vests get disposed and that the proper paperwork is assembled.

3.0 Definitions

For the purpose of the Used Ballistic Vest/Component Recycle Program, used ballistic vests are defined as follows:

- 3.1 Outdated Ballistic Vests/Components – Ballistic vests having panels that have passed their warranty period of 5 years.
- 3.2 Damaged Ballistic Vests/Components – Ballistic vests having ballistic panels whose ballistic protection has been compromised by bullet or fragment strikes, tears, cuts, holes in heat sealed ballistic covers, or exposure to harmful chemicals.
- 3.3 Request and Record of Used Ballistic Vest/Component Disposal – Request Record Ballistic Disposal Form (101060) and Req & Record Ballistic Form Continuation (101061) are provided to and initiated by customers when they have ballistic vests to recycle. This form contains all information required for a permanent record of every ballistic panel's disposition by serial number. The form may be used for a single vest/component or large numbers of products.

RMA- Return authorization Form.

4.0 Associated Resource Needs

- 4.1 Secure Storage Area
- 4.2 Supervision and manpower

Exhibit C Warranty and Recycling

4.3 Documentation system

5.0 Instructions

- 5.1 **Requests from Customers:** Disposal Requests to recycle ballistic vests are received to USI via e-mail or telephone through the USI Customer Service organization. Customer Service will respond/request more information, if needed, and will send a RMA (331021) to the Requesting company/customer that is to be used on the associated paperwork. The RMA is required to be placed on the paperwork and is used to track this material at our incoming warehouse and for the completion of the destruction.
- 5.2 **Packing Slip Information:** The heading information, types of vest/components and serial numbers of front and back panels are recorded on Form 101060 & 101061. This information is only needed to accompany the shipment for disposal. Only the carrier and ballistic can be sent for disposal. **DO NOT SEND HARD PLATES FOR DISPOSAL.**
- 5.3 **Shipping Instructions:** Shipping is at the cost of the shipper and is the choice of the shipper. The packaged product to be returned needs to have the Vest Recycle Shipment Label (101062) placed on each box in order for the return to be routed correctly once it arrives at USI. The ship to address is: United Shield International, 1462 International Drive, Traverse City, MI 49686
- 5.4 **Packaging:** Vests will be packed in cardboard containers that are sturdy enough to withstand normal handling by a commercial carrier and weigh no more than 50 pounds each.
- 5.5 **Disposal:** Once ready, the Vests/Components are taken to the cutting section and disposed of properly. There is no cost to the shipper for the actual disposal of the vests.
- 5.6 **Records:** USI will keep a record on file of the disposal in electronic format. A copy can be requested.

6.0 Forms and Records

- 6.1 101060 Request Record Ballistic Disposal Form
- 6.2 101061 Req & Record Ballistic Form Continuation
- 6.3 101062 Vest Recycle Shipment Label
- 6.4 331021 Return authorization Form (RMA)

Warranty

Ballistic-resistant components have a 5-year warranty.

All carriers must have an 18-month warranty.



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, 3rd Floor
Denver, Co 80203**

**United Shield International, LLC
1462 International Drive
Traverse City, MI 49686**

Master Agreement Number 164723

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1. NASPO VALUEPOINT MASTER AGREEMENT OVERVIEW

1.1. Parties

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

1.2. Effective Date

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

1.3. Master Agreement Order of Precedence

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

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

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

1.4. Term of this Master Agreement

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

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

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

1.4.4. Cancellation. This Master Agreement may be canceled by either party upon sixty (60) days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, and rights attending any warranty or default in performance in association with any Order. Cancellation of this Master Agreement due to Contractor default may be immediate.

2. DEFINITIONS

The following terms shall be construed and interpreted as follows:

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

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

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

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

3. NASPO VALUEPOINT PROGRAM PROVISIONS

3.1. Price and Rate Guarantee Period

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

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

3.2. Participants and Scope

- 3.2.1.** Contractor may not deliver Products or perform Services under this Master Agreement until a Participating Addendum acceptable to the Participating State or Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating State or Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating State or Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. Order) used by the Purchasing Entity to place the Order.
- 3.2.2.** Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating States or Entities authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Officer. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Officer.
- 3.2.3.** Obligations under this Master Agreement are limited to those Participating States and Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States and Entities are limited to the Orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.
- 3.2.4.** Participating States and Entities may, through a Participating Addendum, limit:
 - a)** Available financial vehicles;
 - b)** Any additional items as deemed necessary by the Participating State or Entity.
- 3.2.5.** A Participating State or Entity must sign a new Participating Addendum with Contractor, regardless of whether Contractor has signed Participating Addenda under a prior Master Agreement(s).

3.2.6. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to this Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO ValuePoint cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

3.2.7. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor, and any such language shall be void and of no effect:

- a) Term of this Master Agreement;
- b) Amendments;
- c) Participants and Scope;
- d) Administrative Fee;
- e) NASPO ValuePoint Summary and Detailed Usage Reports;
- f) NASPO ValuePoint Cooperative Program Marketing and Performance Review;
- g) NASPO ValuePoint eMarket Center;
- h) Right to Publish;
- i) Price and Rate Guarantee Period; and
- j) Individual Customers.

3.2.8. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Officer of the state where the Participating Entity is located. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

3.3. Administrative Fees

3.3.1. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter.

3.3.2. The NASPO ValuePoint Administrative Fee is not negotiable.

3.3.3. The Contractor shall report on all actual Body Armor and ballistic-resistant protective product sales.

3.3.4. Some Participating States may require a fee be paid directly to the Participating State on sales made by Purchasing Entities within that state. For all such requests, the fee level, payment method, and schedule for such reports and payments will be incorporated into the Participating Addendum. The Contractor may adjust this Master Agreement pricing accordingly for sales made by Purchasing Entities within the jurisdiction of the Participating State requesting the additional fee.

3.4. NASPO ValuePoint Summary and Detailed Usage Reports

The Contractor shall provide the following NASPO ValuePoint reports:

3.4.1. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool

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

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

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

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

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

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

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

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

3.5. NASPO ValuePoint Cooperative Program Marketing and Performance Review

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

3.6. NASPO ValuePoint eMarket Center

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

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

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

a) Ordering Instructions

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

b) Hosted Catalog

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

c) Punch-Out Catalog

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

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

3.6.3. Revising Pricing and Products

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

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

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

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

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

3.6.6. UNSPSC Requirements

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

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

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

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

3.7. Right to Publish

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

3.8. Individual Customers

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

4. STATEMENT OF WORK

4.1. Overview

- 4.1.1.** Contractor shall maintain compliance with all requirements of the Master Agreement and shall maintain compliance with all requirements throughout the duration of the Master Agreement.
- 4.1.2.** Contractor, distributors and/or agents, must provide trained personnel to take on-site measurements, for products intended to be worn by end users, at Purchasing Entity's designated location. Measurements for body armor must be taken in accordance with ASTM E3003 (most recent version), and measurement procedures include using a tape measure and using sizing vests provided by the vendor.
- 4.1.3.** Contractor shall notify the Lead State, Participating Entities and all Purchasing Entities of any recall notices, legal actions, warranty replacements, or any applicable notice regarding the products being sold. Notice must be received in writing (via postal mail or email) within thirty (30) calendar days of vendor learning of such issues. For issues that impact or are likely to impact the health or

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

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

4.2. Product Standards

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

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

4.3. Product Category

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

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

4.4. Current Awarded Categories

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

4.5. Product Specifications

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

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

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

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

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

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

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

4.6. Product Recycling

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

5. ADMINISTRATION OF ORDERS

5.1. Ordering and Invoicing Specifications

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

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

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

5.2. Payment

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

6. GENERAL PROVISIONS

6.1. Insurance

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

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

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

6.2. Records Administration and Audit

- 6.2.1.** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or Orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any Order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.
- 6.2.2.** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of this Master Agreement or Orders, or underpayment of fees found as a result of the examination of the Contractor's records.
- 6.2.3.** The rights and obligations herein right exist in addition to any quality assurance obligation in this Master Agreement requiring the Contractor to self-audit Contract obligations and that permits the Lead State to review compliance with those obligations.

6.3. Confidentiality, Non-Disclosure, and Injunctive Relief

- 6.3.1. Confidentiality.** Contractor acknowledges that it and its employees or Authorized Dealers may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or Authorized Dealers in the performance of this Master Agreement, including, but not necessarily limited to:
- a) Any Purchasing Entity's records;
 - b) Personnel records;
 - c) Information concerning individuals is Confidential Information of Purchasing Entity. Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that:
 - i) Is or becomes (other than by disclosure by Contractor) publicly known;

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

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

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

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

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

6.4. License of Pre-Existing Intellectual Property

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

6.5. Public Information

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

6.6. Assignment/Subcontracts

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

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

6.7. Changes in Contractor Representation

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

6.8. Independent Contractor

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

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

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

6.9. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party’s reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of this Master Agreement.

6.10. Defaults and Remedies

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

- a) Nonperformance of contractual requirements; or

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

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

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

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

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

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

6.11. Waiver of Breach

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

6.12. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

6.13. Indemnification

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

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

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

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

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

6.14. No Waiver of Sovereign Immunity

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

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

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

6.15. Governing Law and Venue

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

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

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

6.16. Assignment of Antitrust Rights

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

6.17. Contract Provisions for Orders Utilizing Federal Funds

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

THE PARTIES HERETO HAVE EXECUTED THIS MASTER AGREEMENT

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

**CONTRACTOR
United Shield International, LLC**

By: Paul Banducci
Title: President

DocuSigned by:
Paul Banducci
2935D4E4B51...
Signature

Date: 11/9/2020

**STATE OF COLORADO
Jared Polis, Governor**

Department of Personnel & Administration
State Purchasing & Contracts Office
Kara Veitch, Executive Director

DocuSigned by:
John Chapman
E04F0E01E11...
By: John Chapman, State Purchasing Manager

Date: 11/10/2020

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Master Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any Goods and/or Services provided hereunder.

**STATE CONTROLLER
Robert Jaros, CPA, MBA, JD**

DocuSigned by:
Clark Bolser
29ADEADE71B5433...
By: _____

Date: 11/10/2020

EXHIBIT A, PRODUCT AND PRICE LISTS

Separate attachment

EXHIBIT B, AGENTS AND DISTRIBUTORS BY STATE

Separate attachment

EXHIBIT C, WARRANTY AND RECYCLING PLAN

Separate attachment

EXHIBIT D, NASPO VALUEPOINT DETAILED SALES REPORTING TEMPLATE

Separate attachment

EXHIBIT E, CONTRACTOR ATTESTATION

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

Contractor

By: _____

DocuSigned by:
Paul Banducci
2935D4E4BC87485...*Signature

Date: 11/9/2020

For each shield and helmet listed in Exhibit A.

United Shield, Inc attests that the ERT-III A ballistic-resistant shield (listed in Exhibit A Product and Price Lists) is in compliance with NIJ Standard 0108.01 when tested with the NIJ ballistic test threats from NIJ Standard 0108.01, Type III-A, and that the products being sold under this contract are the same ballistic material and design as the test samples evaluated in the provided test report: United Shield 2161-043 United Shield International Ballistic Test Report.pdf (dated 2017)

United Shield, Inc attests that the LW-III+ERT 24x36 VP ballistic-resistant shield (listed in Exhibit A Product and Price Lists) is in compliance with NIJ Standard 0108.01 when tested with the NIJ ballistic test threats from NIJ Standard 0108.01, Type III, and that the products being sold under this contract are the same ballistic material and design as the test samples evaluated in the provided test report: United Shield LW-III+ M 80 2161-055 United Shield International Ballistic Test Report.pdf (dated 2019)

United Shield, Inc attests that the ACH-MICH-MIL ballistic-resistant helmet (listed in Exhibit A Product and Price Lists) is in compliance with NIJ Standard 0106.01 when tested with the NIJ ballistic test threats from NIJ Standard 0108.01, Type IIIA, and that the products being sold under this contract are the same ballistic material and design as the test samples evaluated in the provided test report: United Shield BC14001 United Shield International Ballistic Test Report.pdf (dated 2014)