

Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS	 DENVER <small>THE MILE HIGH CITY</small>	Workday™ Supplier Contract No. SC-00005695	
City & County of Denver		Date: 8/21/2024	Revision No. 2
Purchasing Division		Payment Terms 30	Resolution (as applicable):
201 West Colfax Avenue, Dept. 304		Freight Terms	FOB DESTINATION
Denver, CO 80202		Ship Via	Best Way
United States		Analyst:	Elizabeth Hewes
Phone: 720-913-8100 Fax: 720-913-8101		Phone:	720-913-8109

Workday 00000077370 Phone: 859-800-1193 Email: Bentley-Sarah@galls.com
 Supplier ID:

Galls, LLC
 1340 Russell Cave Rd.
 Lexington, KY 4050

Ship To: Ordering Agency or Picked up by City Employee
 Bill To: As Specified By Agency

Attn: Sarah Bentley
 Colorado Secretary of State ID: 20061089110
 U.S. Federal SAM Registry Verification Date: 8/21/2024

1. Goods/Services:

Galls, LLC, a Limited Liability Company in the State of Delaware, (“Vendor”) shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A**, to the City and County of Denver, a Colorado municipal corporation (the “City”), all in accordance with the terms and conditions of this Master Purchase Order.

2. Ordering:

The City shall purchase one or more of the goods/services by issuing a written purchase order(s) or similar appropriate written document (“Order”), each of which will be deemed incorporated into this Master Purchase Order for purposes of such Order only.

3. Pricing:

The pricing/rates for the goods/services is contained on **Exhibit A** and shall be held firm for the term of this Master Purchase Order.

4. Term/Renewal:

The term of this Master Purchase Order shall be from date of City signature to and including November 10, 2025.

5. Non-Exclusive:

This Master Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.

6. Inspection and Acceptance:

Vendor shall perform any services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services. City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City's failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor's expense; or (3) reject and return the goods at Vendor's cost and/or reject the services at Vendor's expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Purchase Order.

7. Shipping, Taxes and Other Credits and Charges:

All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor’s name, the Master Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Master Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges, or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City’s Federal Registration No. is 84-6000580

and its State Registration No. is 98-02890. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

8. Risk of Loss:

Vendor shall bear the risk of loss, injury, or destruction of goods prior to delivery to City. Loss, injury, or destruction shall not release Vendor from any obligation hereunder.

9. Invoice:

Each invoice shall include: (i) the Purchase Order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

10. Payment:

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq., after City accepts the goods/services. Any other provision of this Master Purchase Order notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of eight hundred thousand dollars (\$800,000). Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Vendor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

11. Amendments/Changes:

Only the Executive Director of General Services or his/her delegate is authorized to change or amend this Master Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Master Purchase Order to exceed the amount appropriated and encumbered for this Master Purchase Order is expressly prohibited and of no effect. Vendor shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. Vendor has no authority to bind City on any contractual matters.

12. Warranty:

Vendor warrants and guarantees to City that all goods furnished under this Master Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Master Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall either, at City's election and to City's satisfaction, remedy any and all defects or replace the defective goods at no expense to City within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third-party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

13. Indemnification/Limitation of Liability:

Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Master Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Master Purchase Order up to the total Master Purchase Order Amount. Notwithstanding anything contained in this Master Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, *et seq.*

14. Termination:

City may terminate this Master Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination, City's sole liability shall be limited to payment of the amount due for the goods/services accepted by City. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Vendor.

15. Interference:

Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Master Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.

16. Venue, Choice of Law and Disputes:

Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C. § 56-106. Director of Purchasing shall render the final determination.

17. Assignment/No Third Party Beneficiary:

Vendor shall not assign or subcontract any of its rights or obligations under this Master Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Master Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Master Purchase Order is intended solely for the benefit of City and Vendor with no third-party beneficiaries.

18. Notice:

Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt requested.

19. Compliance With Laws:

Vendor shall observe and comply with all federal, state, county, city, and other laws, codes, ordinances, rules, regulations, and executive orders related to its performance under this Master Purchase Order. City may immediately terminate this Master Purchase Order, in whole or in part, if Vendor or an employee is convicted, pleads nolo contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

20. Insurance:

Vendor agrees to secure, at or before the time of execution of this Master Purchase Order, the following insurance covering all operations, goods or services provided pursuant to this Master Purchase Order. Vendor shall keep the required insurance coverage in force at all times during the term of the Master Purchase Order, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Master Purchase Order. Such notice shall reference the Master Purchase Order listed on the signature page of this Master Purchase Order. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Vendor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's Master Purchase Order. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Master Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of the Vendor. Vendor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Master Purchase Order.

Vendor may not commence services or work relating to this Master Purchase Order prior to placement of coverages required under this Master Purchase Order. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Master Purchase Order shall not act as a waiver of Vendor's breach of this Master Purchase Order or of any of the City's rights or remedies under this Master Purchase Order. The

City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. For Commercial General Liability, Auto Liability, and Excess Liability/Umbrella (if required), Vendor and sub-contractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured. For all coverages required under this Master Purchase Order, Vendor's insurer shall waive subrogation rights against the City. Vendor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Master Purchase Order) procure and maintain coverage as approved by Vendor and appropriate to their respective primary business risks considering the nature and scope of services provided. Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Vendor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Master Purchase Order.

21. Severability:

If any provision of this Master Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

22. Survival:

All terms and conditions of this Master Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty, and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period.

23. No Construction Against Drafting Party:

No provision of this Master Purchase Order shall be construed against the drafter.

24. Status of Vendor/Ownership of Work Product:

Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction. Ownership rights shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use materials. Software licenses terms may be incorporated herein by an End User License Agreement signed by the Director of Purchasing. Any 'click-wrap' electronic acceptance or other terms and conditions not agreed to in writing by the Director of Purchasing are of no force and effect.

25. Examination of Records and Audits:

Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Vendor's performance pursuant to this Master Purchase Order, provision of any goods or services to the City, and any other transactions related to this Master Purchase Order. Vendor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Master Purchase Order or expiration of the applicable statute of limitations. When conducting an audit of this Master Purchase Order, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Vendor to make disclosures in violation of state or federal privacy laws. Vendor shall at all times comply with D.R.M.C. 20-276.

26. Remedies/Waiver:

No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

27. No Discrimination in Employment:

In connection with the performance of work under the Master Purchase Order, the Vendor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely

because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Vendor shall insert the foregoing provision in all subcontracts.

28. Use, Possession or Sale of Alcohol or Drugs:

Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Master Purchase Order or barring Vendor from City facilities or from participating in City operations.

29. Conflict of Interest:

No employee of City shall have any personal or beneficial interest in the goods/services described in this Master Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

30. Advertising and Public Disclosure:

Vendor shall not include any reference to the Master Purchase Order or to services performed or goods purchased pursuant to the Master Purchase Order in any of Vendor's advertising or public relations materials without first obtaining the written approval of the Director of Purchasing.

31. Intellectual Property:

Any research, reports, studies, data, photographs, negatives or other documents, drawings or materials (collectively "materials") delivered by Vendor in performance of its obligations under this Master Purchase Order shall be the exclusive property of City. Ownership rights shall include, but not be limited to the right to copy, publish, display, transfer, prepare derivative works, or otherwise use materials. Software license terms may be incorporated herein by an End User License Agreement signed by the Director of Purchasing. Any 'click-wrap' agreement, terms of use, electronic acceptance or other terms and conditions not agreed to in writing by the Director of Purchasing are of no force and effect.

32. Federal Provisions:

Where the source of the funds, directly or indirectly for this Purchase Order is the Federal Government, Vendor agrees to the applicable provisions set out below. Vendor shall be responsible for determining which terms are applicable to its products and/or services.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE Vendor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). **DAVIS-BACON ACT COMPLIANCE** Vendor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3148 to 3148) as supplemented by Department of Labor regulations (29 CFR part 5). **ANTI-KICKBACK ACT COMPLIANCE** Vendor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). **CONTRACT WORK HOURS AND SAFETY STANDARDS** Vendor agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** Vendor agrees to comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. **CLEAN AIR AND WATER REQUIREMENTS** Vendor agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et. seq.), and the Clean Water Act (33 U.S.C. 1251 et. seq.). Vendor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to the appropriate EPA regional office. **ENERGY CONSERVATION REQUIREMENTS** Vendor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201) **NO SUSPENSION OR DEBARMENT** Vendor certifies that neither it nor its Principals or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency. **BYRD ANTI-LOBBYING.** If the Maximum Contract Amount exceeds \$100,000, Vendor must complete and submit to the City a required certification form provided by the City certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract grant of any other award covered by 31 U.S.C. 1352. Vendor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

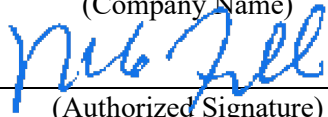
This Master Purchase Order is acknowledged and agreed to by:

Vendor Name: Galls, LLC

City & County of Denver, Purchasing Division

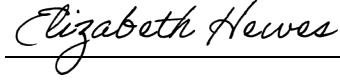
(Company Name)

By:



(Authorized Signature)

By:



Print Name:

Mike Fadden

Print Name:

Elizabeth Hewes

Title:

CEO

Title:

Senior Procurement Analyst

Date:

08/29/2024

Date:

8/29/2024

Procurement Manager: 

This Master Purchase Order is pursuant to DRMC § 20-64.5. The terms and conditions herein supersede and replace all terms and conditions of State of Colorado Price Agreement #s 166391, 166256, & 166249.

Purchase pursuant to 3.26(e)-This Master Purchase Order is contingent on City Council approval and is void without such action.

EXHIBIT "A"

Vendor: Galls, LLC
 Solicitation/ Award Title: Body Armor
 Solicitation No. /Internal File Reference Location: 5647

It is recommended that you use your Supplier Contract No. SC-00005695, in all future correspondence and/or other communications.

Vendor must reference individually issued Purchase Order numbers on all invoicing/payment correspondence.

Description of the goods, and services related thereto, being purchased and pricing:

BODY ARMOR SPECIFICATIONS & REQUIREMENTS

All Bullet-Resistant Body Armor shall have been tested by the National Institute of Justice (NIJ) National Law Enforcement and Corrections Technology Center (NLECTC) and found to comply with the NIJ 2006 Requirements for Bullet-Resistant Body Armor: NIJ Standard-0101.06 (NIJ 06) or latest version. The Ballistic Body Armor shall appear on the list of compliant armor that is published by NIJ, titled "*Models that Comply with the NIJ Standard-0101.06 for Ballistic-Resistance of Body Armor,*" at the same Threat Level the Manufacturer represents it.

All Stab-Resistant Body Armor shall have been tested by the National Institute of Justice (NIJ) National Law Enforcement and Corrections Technology Center (NLECTC) and found to comply with the NIJ Standard-00115.00 (NIJ 05) or latest version, Stab Resistance of Personal Body Armor. The Stab-Resistant Body Armor shall appear on the list of compliant armor that is published by NIJ, titled "*Models found to Comply with the NIJ Standard 0115.00,*" at the same Threat Level the Manufacturer represents it.

Any body armor that is subsequently removed during the term of this Master Purchase Order, from the NIJ lists of compliant armor referenced above, shall be immediately removed from this Master Purchase Order. **Manufacturer and its Distributors shall not sell or deliver any body armor that has been removed from the NIJ compliant lists referenced above.**

QUALITY AND QUALITY CONTROL

Each unit of armor (e.g., vest) shall be new, not used, and shall be constructed identically to the original model tested and certified by NLECTC to comply with the NIJ standards referenced above. All materials shall be the same as reported to the NIJ in the "lists of materials of construction of each component of model." Workmanship shall be of first quality. No defect that might affect the performance, wear ability, or durability of the vest will be accepted.

DESIGN SPECIFICATIONS

The body armor purchased under this Master Purchase Order is intended to save and protect lives by ensuring the safety and well-being of City personnel. The armor shall provide the maximum practical protective coverage for male and female personnel for everyday wear. Armor shall provide full torso coverage - front, back, and sides. Front panel shall overlap the back panel by at least one (1) inch, to prevent a projectile from "skipping" between the panels. All closure, fastening, or accessory attachment devices shall be made of materials such as metal that do not present a "secondary projectile" or "ricochet" hazard if struck by a projectile. All such devices shall be of a color similar to the carrier. Carriers shall have coloring that is permanent and does not "bleed" onto other garments. Each unit of armor shall include two (2) carriers. The trauma plate pocket shall be permanently secured to the carrier on both sides and on the bottom. Body armor shall not contain PBO or Zylon® fiber.

LABELING

Body armor shall be labeled in strict accordance with all requirements of the current National Institute of Justice (NIJ) Standards for bullet-resistant or stab-resistant body armor, as applicable. Label shall clearly identify the exact manufacturer, model, and, if appropriate, style specified in the Master Purchase Order. The manufacturer may, at its option, also include a catalog number for Distributor convenience, provided that such number is properly identified and completely separate

from the required model/style designation line. The term “Strike Face” shall be prominently printed on the ballistic panels to assist officers for replacement of the panels into their carriers. The labels shall clearly state “Property of the Issuing Agency” in the same typeface as the entire label requirements. Label material shall withstand normal wear and cleaning and remain readable throughout the entire warranted life of the armor or carrier.

MEASUREMENTS AND FITTING

Body armor is to be professionally, and custom fitted to the individual wearer by the manufacturer, their representatives, or their Distributors. Personnel certified by the Manufacturer and verified by authorized body armor instructors shall conduct professional fitting. City personnel shall be fitted standing and sitting while wearing their duty uniform and equipment belt. Each individual fitting shall be taken using a measuring tape. A body armor sample may be used as to assist the fitting but not for final fitting measurements. All sizing and fittings shall be done at no expense to the City or its personnel.

Body armor improperly fitted to an individual wearer shall be replaced or adjusted within thirty-days (30) by the Manufacturer or their Distributor at no expense to the City or its personnel. Any product that has been altered two (2) times and still does not fit properly shall be replaced at the Manufacturer or their Distributor’s expense.

Measurements and fitting will occur at the City’s site. Measurement and fitting may also occur, by mutual agreement between the City and the Manufacturer or Distributor, at any alternate site such as at the Distributor’s location. All measurements must be made according to industry standards and must take into account all clearances of panels and duty belts. Sizes are to be per industry standards and female standards shall also include bust size. Ordering agency personnel shall specify the minimum requirements of clearances or reference published standards. Front panel shall overlap the back panel by at least one (1) inch, to prevent a round from “skipping” between the two panels. Armor shall be designed and fit to provide adjustment for the chest, waist, and shoulders with the minimum relief under arms, neck, and shoulder necessary to prevent chafing of the wearer.

INSTRUCTION

The Manufacturer and its designated Distributors shall provide instruction or presentations to requesting Ordering Agencies regarding the care, usage, and limitations of all items contained within this agreement.

A short briefing to academy classes regarding proper fit, care, and maintenance during fitting and measurement visits is required.

SAMPLES

The Manufacturer or its Distributors shall provide samples of products to the City at the request of the Ordering Agency. If these samples are used in the field by City personnel, the City will pay the prevailing rate with the agreed upon discounts.

ORDERING

The City will place orders under this Master Purchase Order with Distributors, using whichever purchase and payment vehicles the City is authorized to use. The Manufacturer and its Distributors shall accept a procurement card, or any similar payment vehicle used by the City, as an accepted method of purchase and payment against this Master Purchase Order.

INVOICING

The City reserves the right to set an amount of money towards the cost of each Ballistic Vest. This amount shall be the maximum amount for which the City will be invoiced. The remaining amount shall be paid by the City employee authorized to receive the armor at the time of purchase.

DELIVERY

All deliveries shall be F.O.B. Destination with all transportation and handling charges paid by the Manufacturer. Responsibility and liability for loss or damage shall remain with the Manufacturer until final inspection and acceptance, at which point responsibility shall pass to the City, except as to latent defects, fraud, and/or Manufacturer’s warranty obligations. Manufacturer and/or Distributor shall comply with delivery policies and instructions issued by the City. Any changes or clarifications must be negotiated with and agreed to by the City. Manufacturer and/or its Distributor shall disclose the expected date of delivery to the ordering agency at time an order is placed. Upon failure of the Manufacturer to meet the expected delivery date for an order, the City may utilize any policies or procedures it chooses in seeking to remedy the

failure to deliver on time, in addition to any remedies available to it at law or regulation. Repeated failures by the Manufacturer and/or its Distributor to meet expected delivery dates in performance of this Master Purchase Order may result in termination of the Master Purchase Order by the City for cause, as provided in this Master Purchase Order. Manufacturer or its Distributor is required to notify the ordering agency as soon as they become aware of any problems or delays regarding the delivery of body armor.

The City may agree to have the officer/deputy pick up the sample from the distributor/manufacturer's representative rather than having the armor delivered. Such pick up dates are to be identified as delivery dates and subject to the same remedies referenced above.

RECYCLING / DISPOSAL

The Manufacturer shall establish a recycling / disposal program for used body armor. The Manufacturer shall provide information about that program to the City annually or upon time of renewal as requested.

VENDOR PERFORMANCE MANAGEMENT

Vendor is required to furnish a performance report to the buyer on an annual basis, no later than the anniversary date of the applicable Master Purchase Order or City Contract as requested, providing at a minimum the following information:

FOR GOODS

- Total dollar value of purchases per City Agency
- Total number of transactions per City Agency
- Percentage of items shipped from local stock
- Percentage of items backordered
- Average delivery time for stock material
- Average delivery time for backorders

MANUFACTURER / DISTRIBUTOR RELATIONSHIP

Vendor is identified as a Colorado Distributor for the following Manufacturer:

- Point Blank Enterprises
- Survival Armor
- Armor Express

AUTHORIZED PRODUCT LIST

The manufacturer listed below is authorized to provide the following products under this agreement in accordance with NIJ Standards 0101.06 and 0115.00 for Bullet-Resistant and Stab-Resistant Body Armor respectively.

- **Point Blank Enterprises** - Ballistic-resistant Vest (including carrier). Ballistic-resistant Rifle Plates (including carrier), Ballistic-resistant Stand-alone Plate, Stab-resistant Vest (including carrier), Combination Vest (including carrier), K-9 vest: Handgun protection Level II, Ballistic-resistant Helmet: Handgun protection Level IIIA, Trauma Pack, Trauma Plate, Protector (groin, shoulder, throat, etc.), Carriers, Pouches, Replacement Vest Straps, ID Patches, Carry Bags, Face Shields, Helmet Accessories, Shield LED Lights, Shield Accessories
- **Survival Armor** - Ballistic-resistant Vest (including carrier). Ballistic-resistant Rifle Plates (including carrier), Ballistic-resistant Stand-alone Plate, Stab-resistant Vest (including carrier), Combination Vest (including carrier), K-9 vest: Handgun protection Level II, Ballistic-resistant helmet: Handgun protection Level IIIA, Ballistic-resistant shield: Handgun protection Level IIIA, 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
- **Armor Express** - Ballistic-resistant Vest (including carrier). Ballistic-resistant Rifle Plates (including carrier), Ballistic-resistant Stand-alone Plate, Stab-resistant Vest (including carrier), Combination Vest (including carrier), K-9 vest: Handgun protection Level II, Helmet: Handgun protection Level IIIA, 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

PRICE LIST

Prices for each authorized product in this agreement are maintained and updated by the State of Colorado Purchasing Office (www.bidscolorado.com) and can be located at the web addresses below. The effective price lists are also located in **Exhibit B** of this agreement.

- **Point Blank Enterprises**
 - https://www.bidscolorado.com/co/portal.nsf/xpPriceAgreementRead.xsp?databaseName=CN=GSSBIDS3/O=CO_S TATE!!co%5CPriceAwd.nsf&documentId=20E41807AD2CC70987258653007312EE&action=openDocument
- **Survival Armor**
 - https://www.bidscolorado.com/co/portal.nsf/xpPriceAgreementRead.xsp?databaseName=CN=GSSBIDS3/O=CO_S TATE!!co%5CPriceAwd.nsf&documentId=D4684C3AD553298F87258637006A82EE&action=openDocument
- **Armor Express**
 - https://www.bidscolorado.com/co/portal.nsf/xpPriceAgreementRead.xsp?databaseName=CN=GSSBIDS3/O=CO_S TATE!!co%5CPriceAwd.nsf&documentId=084AE82E0A8BA99487258638004C4086&action=openDocument

Prices shown are inclusive of all costs including shipping, measuring, fitting, instruction, and fulfillment of all other requirements of this Master Purchase Order. The price of each body armor unit includes two carriers. The City may still negotiate special pricing or additional discounts with higher volumes procured on an “as needed basis.” No specific volume of purchases against this Master Purchase Order is guaranteed by the City.