



State of Colorado State Purchasing Office

In conjunction with



Request for Proposal

Colorado Solicitation # RFP-NK-15-001

**NASPO ValuePoint Master Agreement
For:**

BODY ARMOR PRODUCTS

Release Date: September 21, 2015

Deadline for Submission: **October 30, 2015 @ 1:00 PM MDT**

Refer to Subsection 1.3, Schedule of Events, for the complete RFP timeline

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REQUEST FOR PROPOSAL

Body Armor Products

Solicitation # RFP-NK-15-001

Section 1: Solicitation Overview

1.1 Purpose

- 1.1.1** The State of Colorado (Lead State), Department of Personnel & Administration, State Purchasing Office (SPO) is requesting proposals for Body Armor Products in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this Request for Proposal (RFP) is to establish Master Agreements with qualified Contractors to provide new Ballistic, Spike and Edged Blade Body Armor, Ballistic Helmets, Shields and associated Products, that meet the certification requirements as established in the Ballistic Resistance of Body Armor NIJ Standard 0101.06 and Stab Resistance of Personal Body Armor NIJ Standard 0115.00. Acceptable Products are those that are published on the Compliant Products List (CPL). The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing, than is obtainable by an individual State or local government entity because of the collective volume of potential purchases by numerous State and local government entities. The Master Agreement(s) resulting from this procurement may be used by State governments (including departments, agencies, institutions), institutions of higher education, Political Subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual Chief Procurement Official and compliance with local statutory and regulatory provisions. See **section 22b of Exhibit D, NASPO ValuePoint Master Agreement Terms and Conditions**.
- 1.1.2** This RFP is designed to provide interested Offerors with sufficient information to submit Proposals meeting minimum requirements, but is not intended to limit a Proposal's content or exclude any relevant or essential data. Offerors are encouraged to expand upon the specifications to add service and value consistent with State requirements.
- 1.1.3** All information contained within this RFP, and any amendments and modifications thereto, reflect the best and most accurate information available to the State at the time of RFP preparation. No inaccuracies in such data shall constitute a basis for legal recovery of damages or protests, either real or punitive, except to the extent that any such inaccuracy was a result of intentional misrepresentation by the State.

1.2 Lead State, Solicitation Number and Lead State Contract Administrator

- 1.2.1** The State of Colorado, Department of Personnel & Administration, State Purchasing Office, is the Lead State and issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation # RFP-NK-15-001. This number must be referenced on all Proposals, correspondence, and documentation relating to the RFP.
- 1.2.2** The Lead State Contract Administrator identified below is the single point of contact during this procurement process. Offerors and interested persons shall direct to the Lead State Contract Administrator, all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, requests for brand approval, change, clarification, and protests, the Award process, and any other questions that may arise related to this Solicitation and the resulting Master Agreement. The Lead State Contract Administrator designated by the State of Colorado, Department of Personnel & Administration, State Purchasing Office is:

Nikki Kalen, Strategic Sourcing Specialist
State of Colorado, Department of Personnel & Administration, State Purchasing Office
1525 Sherman Street, 3rd Floor
Denver, Co 80241
nikki.kalen@state.co.us
Phone: 303-866-5671

- 1.2.3** The Lead State is requesting interested Offerors to send a “Notice of Intent to Bid” via email to the contact listed in **Subsection 1.2.2**. Offeror notification provides the State with the level of interest for this Solicitation. Not sending a “Notice of Intent to Bid” will not impact the Offeror’s eligibility to submit a Proposal.

1.3 Schedule of Events

- | | |
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| 1. Pre-Proposal Webinar | September 28, 2015, 11:00 AM (MDT)* |
| 2. Deadline for Offeror written questions | October 5, 2015, 4:00 PM (MDT) |
| 3. State’s estimated response to Offeror questions | October 12, 2015, 2:00 PM (MDT) |
| 4. Deadline to submit Proposal | October 30, 2015, 1:00 PM (MDT) |
| 5. Public Opening of Proposals | October 30, 2015, 2:00 PM (MDT) |
| 6. Projected Contract start date | March 1, 2016** |

* A pre-proposal webinar will be held on September 28, 2015 at 11:00 AM (MDT). Manufacturer’s that are interested in participating, must email Nikki Kalen at nikki.kalen@state.co.us, no later than 3pm (MDT) on September 24, 2015, and request additional information. Attendance is optional.

** The projected Contract start date of March 1, 2016 will be the beginning of a transition period from the current Master Agreements to the new Master Agreement(s). During this transition period, which will be effective through July 31, 2016, Participating Entities may continue to purchase under the Master Agreements that are in effect as of the issuance of this RFP. Participating Entities may begin purchasing from the Awarded Contractor when new Participating Addenda are executed.

1.4 NASPO ValuePoint Background Information

NASPO ValuePoint (formerly WSCA-NASPO) is a cooperative purchasing program of all 50 states, the District of Columbia, and the territories of the United States. NASPO ValuePoint is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia, and the territories of the United States. The NASPO ValuePoint Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of State departments, institutions, agencies, and Political Subdivisions (i.e. colleges, school districts, counties, cities etc.) and other eligible entities (i.e. Non-Profit Organizations, etc.) for all States, the District of Columbia, and territories of the United States. For more information, consult the following websites <http://www.naspo.org> and <http://www.naspovaluepoint.com>.

1.5 Participating Entities

- 1.5.1** In addition to the Lead State conducting this Solicitation, **Exhibit A (Participating Entities)** lists the States that have requested to be named in this RFP as potential users of the resulting Master Agreement. NASPO ValuePoint permits other entities to become Participating Entities after Award of the Master Agreement. State-specific terms and conditions that will govern each State’s Participating Addendum may be incorporated into the Participating Addendum after Award.
- 1.5.2** Since Participating Entities have widely varying needs, this RFP has been designed to encompass all of these needs. As each State signs their Participating Addendum, it is the intention that they will select the options that best suit their needs.
- 1.5.3** A Participating Entity may evaluate and select an Offeror for Award in more limited geographical areas where judged to be in the best interest of the State or States involved. Administration of any such Award(s) will be done by the Participating Entity involved, unless the awarded Contract includes the Lead State in its geographical area.
- 1.5.4** Any Participating Entity reserves the right to Award partial commodity categories or not participate in the Award if deemed to not be in the best interests of the Participating Entity. Additionally, an Award under any subsequent Contract does not authorize the awardee to conduct sales in any State without an authorized Participating Addendum for that awardee.

1.6 Contract Term

It is anticipated that this RFP will result in multiple Master Agreement Awards. The initial term of the Master Agreement shall be two (2) years with the option to renew for up to three (3) consecutive one year periods.

1.7 Selection of Successful Proposals

- 1.7.1 Should the State determine at any time during the term of the resulting Awards that the number of Awarded Contractors is not adequate to properly fill the needs of the State and/or the Participating Entity(s), the State reserves the right to make Awards to Offerors who submitted responses to the original Solicitation but were not awarded, or to re-issue the Solicitation and make additional Awards as necessary.
- 1.7.2 The State reserves the right to continue with existing Contracts should the pricing in these RFP responses be deemed non-beneficial to the State and/or the Participating Entity. Further, the State reserves the right to continue with existing Contracts in addition to the Awards resulting from this Solicitation if deemed it is in the best interest of the State and/or the Participating Entity(s). An Evaluation will be conducted and Awards made to Offerors whose Proposals are determined to be most advantageous to the State considering the Evaluation factors set forth in **Section 6 (Evaluation and Award Selection Process)**.

1.8 Pricing

- 1.8.1 MSRP must be a published figure with the Buyers Laboratory Inc. (BLI).
- 1.8.2 All pricing must be guaranteed for the first twelve (12) months of the Master Agreement; however, Contractor may decrease its Market Basket pricing at any time. The Lead State Contract Administrator must be notified of any such price decrease.
- 1.8.3 Following the first twelve (12) months of the Master Agreement period, any request for price adjustments must be for an equal guarantee period, and must be received by the Lead State Contractor Administrator at least thirty (30) days prior to the requested effective date. Requests for price adjustments must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to pricing will be allowed, unless the pricing is decreased.
- 1.8.4 Pricing must include all delivery, shipping and service costs associated with the Product.

1.9 Administrative Fee

Some States may require a fee be paid directly to the State on sales made by Ordering 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 the Master Agreement pricing accordingly for sales made by Ordering Entities within the jurisdiction of the State requesting the additional fee.

1.10 Historical Usage

Exhibit B (Calendar Year 2014 Sales Volumes by State) contains the historical usage data from the previous Contract. No minimum or maximum level of sales volume is guaranteed or implied.

Section 2: Definitions

Term	Description
Agent	A sole proprietor or incorporated entity working in an exclusive geographically designated territory or a particular market/customer segment. An Agent may represent one or more Contractors and is compensated on a commission only basis for Goods shipped or billed from the Contractor represented.
Award	Notice to Contractor of the acceptance of the submitted Proposal.
Awarded Contractor/Offeror/Vendor	The business entity whose Proposal the Lead State has determined to be the most advantageous considering the factors set forth in the Solicitation, and whose Proposal(s) is approved and accepted by the Lead State.
(CPL)	Certified Product List
(CTP)	Compliance Testing Program
C.R.S.	Colorado Revised Statutes and as amended.

<i>Cause</i>	A failure to meet requirements of written specifications and conditions, or correct deficiencies, upon receipt of notice.
<i>Contract</i>	An agreement consisting of attachments and any Orders issues in connection therewith, and any future modifying agreements, exhibits, attachments or references incorporated herein, pursuant to State law and fiscal rules.
<i>Contractor</i>	The person or entity delivering Products or performing Services under the terms and conditions set forth in the Master Agreement and Participating Addendum.
<i>Distributor</i>	An entity that purchases Products, takes title, stocks, maintains inventory, re-sells the Product to end-users and has the ability to do on-site measurements. Also referred to as a Subcontractor for the purposes of this Solicitation.
<i>Eligible Non-Profit Organization</i>	Pursuant to Colorado Revised Statutes §24-110-101 et. seq. and the Colorado State Procurement Rules, a Non-Profit Organization may be eligible to utilize State of Colorado Contracts for Services and/or commodities issued by the Colorado State Purchasing Office (SPO). An Eligible Non-Profit Organization must be a registered entity with the Colorado Secretary of State and in "Good Standing", must maintain a tax exempt status under 26 U.S.C. Sec. 501 (c) (3) with the Internal Revenue Service, and it must receive local, state or federal government funds (not as payment for Goods or Services). The entity must first have applied for and been assigned a Non-Profit User Number by the Colorado State Purchasing Office that gives authorization to utilize State of Colorado Contracts. In order to maintain current User status, the NP must reapply on an annual basis. At the time an Order is placed with a State of Colorado Contract Vendor, the Eligible Non-Profit Organization must provide a copy of its current letter issued by the SPO. Other Participating States may permit Non-Profit Organizations to use the Master Agreement as Participating or Purchasing Entities in accordance with section 22, Exhibit D, the NASPO ValuePoint Master Agreement Terms and Conditions.
<i>Evaluation</i>	The process of examining Contractor's Work or Proposal and rating it based on pre-established criteria.
<i>Free on Board (FOB) Destination</i>	Contractor is responsible for transportation and handling charges and the sale does not occur until the Goods arrive at the Purchasing Entity's specified location.
<i>Goods</i>	Tangible material acquired, produced, or delivered by Contractor separately or in conjunction with Services the Contractor renders.
<i>Independent Contractor</i>	A natural person, business, or corporation that provides Goods or Services to another entity under terms specified in a Contract. An employer-employee relationship does not exist.
<i>Lead State</i>	The State centrally administering any resulting Master Agreement(s).
<i>Lemon Clause</i>	Lemon laws are American State laws that provide a remedy for purchasers of consumer Goods in order to compensate for Products that repeatedly fail to meet standards of quality and performance. The rights afforded to consumers by Lemon laws may exceed the warranties expressed in purchase Contracts. Lemon law is the common nickname for these laws.
<i>Lot Number</i>	An identification number, typically found on the outside of packaging, which is assigned to a particular quantity or lot of material from a single Manufacturer.
<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 Offeror and Contractor.
<i>Master Agreement</i>	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>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 the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates

	administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and Political Subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform Contract administration functions relating to collecting and receiving reports as well as other Contract administration functions as assigned by the Lead State.
NIJ	National Institute of Justice
Offeror	The Contractor who submits a Proposal in response to the Request for Proposal (RFP).
Order or Purchase Order	Any Purchase Order, sales order, delivery order, Contract, or other authorized commitment voucher used by a Purchasing Entity to order the Goods and/or Services in the Contract. An Order amended consistent with the requirements of any Purchasing Entity, shall also be governed by the same terms and conditions presented in the Contract.
Participating Addendum	A bilateral agreement executed by a Contractor and a Participating Entity incorporating the Master Agreement and any other additional Participating Entity specific language or other requirements (e.g. ordering procedures specific to the Participating Entity, other terms and conditions).
Participating Entity	A State, or other legal entity, properly authorized to enter into a Participating Addendum.
Participating State	A State, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. A Participating State is not required to participate through execution of a Participating Addendum. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity.
Political Subdivision	Any non-State governmental entity such as cities, towns, counties, and special districts such as school, fire, water, transportation etc. operating with a State.
Pre-existing Intellectual Property	Any confidential or proprietary information, whether patentable, copyrightable or not, created or obtained by each party prior to the effective date of the agreement.
Product	Any Good, Service, or other deliverable supplied or created by the Contractor pursuant to the Master Agreement. The term Products, supplies and Services, and Products and Services are used interchangeably in the terms and conditions.
Product Category	This consists of: Ballistic Concealable Vest, Ballistic Tactical Vest, Stab Resistant (Spike or Edged Blade) Concealable Vest, Stab Resistant (Spike or Edged Blade) Ballistic Vest, Combination (Ballistic and Spike and/or Edged Blade) Concealable Vest, Combination (Ballistic and Spike and/or Edged Blade), Tactical Vest, K-9 Ballistic Vest, K-9 Stab Resistant Vest, K-9 Combination Vest, Ballistic Helmets, Hard Ballistic Shields, Soft Ballistic Shield.
Product Category Accessories (Ballistic)	This includes: Hard and soft trauma plates, protectors (groin, yoke, bicep, collar and throat), shield window.
Product Category Accessories (Non-Ballistic)	This includes: Carriers (uniform shirt, concealable, tactical), pouches, replacement vest straps, ID patches, Carry bags (concealed and tactical vests, shield, helmet), Helmet (face shield, equipment rails, pads, suspension), Shield (LED lights, shoulder straps, logos)
Proposal	The official written response submitted by an Offeror in response to the Request for Proposal.
Proprietary Information	Any trade secret or confidential business information that is contained in a bid or Proposal submitted on a particular Contract.
Public Record	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.
Purchasing Entity	A State, city, county, district, Political Subdivision, and a Non-Profit Organization under the laws of some State if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.
Redacted	The process of removing confidential or proprietary information from a document prior to release of information to others.
Request for Proposal (RFP)	The entire Solicitation document, including all parts, sections, exhibits, attachments, and addenda.
Services	The labor required to be performed by Contractor pursuant to the Contract or an Order.
Solicitation	A written offer or attempt to purchase Goods and/or Services through an official Proposal, Evaluation, and Award process.
State	The State of Colorado and any agency identified herein, and any other State who has executed a Participating Addendum to any subsequent Contract resulting from an RFP.
Subcontractor	A Third Party, not directly employed by the Contractor, who will provide Goods and/or Services identified in the RFP. This does not include Third Parties who provide support or incidental Services to the Contractor. Also referred to as a Distributor for the purposes of this Solicitation.
Third Party	Someone who may be indirectly involved but is not a principal Party to an arrangement, Contract, deal, lawsuit or transaction.
Threat Level	The rated level of protection, according to section 2 of NIJ Standard 0101.06.
Work	The Goods and associated Services that Contractor is required to provide to fulfill its obligations under the Contract and each Order.

Section 3: Solicitation Requirements and Information

3.1 Vendor Self-Service (VSS) and Registration

This Solicitation is published using the Colorado Vendor Self-Service – *ColoradoVSS*. Offerors are not required to be registered on *ColoradoVSS* in order to download Solicitation documents and information. Offerors must be registered by the Solicitation's closing in order to be considered responsive and to receive an Award if selected. *ColoradoVSS* (VSS) information can be found through the State Purchasing Office (SPO) link at www.colorado.gov/VSS. The VSS Help Desk can be reached at 303-866-6464 for further assistance.

3.2 Issuing Office and Official Means of Communication

3.2.1 This Request for Proposals (RFP) is issued by the Colorado State Purchasing Office (SPO), in cooperation with NASPO ValuePoint, formerly WSCA-NASPO. The State of Colorado is the sole point of contact concerning this RFP. During the Solicitation process for this RFP, all official communication with Offerors will be via notices on VSS. Notices may include any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of the apparent winning Offeror(s). It is incumbent upon Offerors to monitor VSS for any such notices, as the Lead State accepts no responsibility for a prospective Offeror not receiving Solicitation documents and/or revisions to the Solicitation.

3.2.2 All information contained within this RFP, and any amendments and modifications thereto, reflect the best and most accurate information available to the State at the time of RFP preparation. No inaccuracies in such data shall constitute a basis for legal recovery of damages or protests, either real or punitive, except to the extent that any such inaccuracy was a result of intentional misrepresentation by the State.

3.3 Inquiries and Questions

3.3.1 Offerors may submit inquiries and questions concerning this RFP to obtain clarification on specifications and requirements. All inquiries must be submitted via email to **Nikki Kalen at**

nikki.kalen@state.co.us, and are due no later than the time shown in **Subsection 1.3, Schedule of Events**, or otherwise amended on VSS.

- 3.3.2** Distributors and/or Agents must direct all questions through the Manufacturer.
- 3.3.3** Please limit inquiries to only those questions that are essential in order to submit a viable Proposal in response to this RFP. Requests for detailed or exhaustive information may be declined if said information is not deemed by the Lead State to be necessary in order to submit a viable Proposal.
- 3.3.4** Response to Offeror questions will be published as a modification on VSS. Offerors should not rely on any other information if it is not published on VSS, either written or oral, that alter any specification or other term or condition of the RFP during the open Solicitation period. Offerors are NOT to contact any other State office or individual regarding this Solicitation, as doing so may result in Offeror being disqualified.
- 3.3.5** The identity of potential Offerors will not be published with the answers, but the text of questions may be restated, so Offerors are cautioned about including context in questions that may reveal the source of questions.

3.4 Cancellation of Procurement

This RFP may be cancelled at any time up until the time of Award of the Master Agreement(s), if the Lead State determines such action to be in the collective best interests of the Participating Entities, and in accordance with Colorado Procurement Rule 24-103-301.

3.5 Governing Laws and Regulations

- 3.5.1** This procurement is conducted by the Lead State, Colorado Department of Personnel & Administration, State Purchasing Office, in accordance with the Lead State Procurement Code, which is available at www.gssa.state.co.us.
- 3.5.2** This procurement shall be governed by the laws of the Lead State. Venue for any administrative or judicial action relating to this procurement, Evaluation, and Award shall be in the City and County of Denver, Colorado.
- 3.5.3** The provisions governing choice of law and venue for issues arising after Award and during Contract performance are specified in **Exhibit D, Section 33** of the **NASPO ValuePoint Master Agreement Terms and Conditions**.

3.6 Proposal Requirements

- 3.6.1** Offeror must be a Manufacturer of Body Armor Products, as defined within this RFP.
- 3.6.2** Offeror must provide a minimum of one of the Products listed in order to be eligible for Award.
- 3.6.3** Offeror must submit Product and pricing information as detailed in **Attachment E (Product and Price)**. This information is for Evaluation purposes only and will not be inclusive of Offeror's awarded Product line.
- 3.6.4** Offeror must provide any additional Product and pricing information, as defined within this RFP, and if applicable.
- 3.6.5** Prices offered shall include measurements, Contractor costs and any additional charges that might be incurred by a Purchasing Entity.
- 3.6.6** Offeror's proposed Body Armor Vests must be NIJ certified, and listed on the CPL.

3.7 Confidential or Proprietary Information

Written requests for confidentiality shall be submitted by the Offeror with the Proposal for consideration and acceptance of confidential status by the State. The Offeror must state specifically what elements of the Proposal are to be considered confidential/proprietary. Confidential and Proprietary Information must be readily identified, marked, and packaged in accordance with the instructions in **Subsection 5.2, Sealed Proposal Submission**. Neither a Proposal in its entirety, nor Proposal price information is considered confidential and proprietary. Any information that will be included in any resulting Contract cannot be considered confidential. Colorado Open Records Act (CORA) (§24-72-201 et seq., C.R.S.) governs what public records are open for inspection.

3.8 Ownership or Disposition of Proposals and Other Materials Submitted

The State has the right to retain the original Proposal and other RFP response materials for its files received by the Solicitation closing and not withdrawn prior to the public opening. As such, the State may retain or dispose of all copies as is lawfully deemed appropriate. The State has the right to use any or all information/material presented in the reply to the RFP. Proposal materials may be reviewed after the "Notice of Intent to Award" has been issued, subject to the terms of C.R.S. Title 24, Article 72, Part 2, as amended.

3.9 Offeror's Binding Offer and Acceptance

- 3.9.1** The contents of an Offeror's submittal response to this RFP shall constitute a binding offer and will become contractual obligations of the successful Offeror. Acknowledgment of this condition shall be indicated by the Offeror's signature on its Proposal or by an officer of the Offeror legally authorized to execute contractual obligations.
- 3.9.2** A submission in response to this RFP, unless specified otherwise, acknowledges acceptance by the Offeror of all terms and conditions, as set forth herein including its attachments and exhibits, without making its offer contingent.
- 3.9.3** Offerors should identify or seek to clarify any problems with Contract language or any other document contained within this RFP through their written inquiries about the RFP using the process that is outlined in **Subsection 3.3, Inquiries and Questions**.
- 3.9.4** An Offeror may withdraw its Proposal upon written notification (email is acceptable) submitted to and received by the Lead State, prior to the established RFP Proposal opening date and time. In accordance with Procurement Rule 24-103-202b-06 and 24-103-202a-04, the State will not retain a copy of the withdrawn Proposal.
- 3.9.5** Offerors are cautioned that Award may be made on receipt of initial Proposals without clarification or an opportunity for discussion, and the nature of exceptions would be evaluated. Exceptions will be evaluated to determine the extent to which the alternative language or approach poses unreasonable, additional risk to the State, is judged to inhibit achieving the objectives of the RFP, or whose ambiguity makes Evaluation difficult and a fair resolution (available to all Offerors) impractical given the timeframe for the RFP.

3.10 NASPO ValuePoint Master Agreement Statement of Compliance

- 3.10.1** NASPO ValuePoint Master Agreement(s) resulting from this RFP will constitute the final agreement except for negotiated terms and conditions specific to a Participating Entity's Participating Addendum.
- 3.10.2** The Master Agreement will include, but not be limited to, the **NASPO ValuePoint Master Agreement Terms and Conditions** in **Exhibit D**, the Lead State specific terms and conditions, as referenced in **Exhibit E, State of Colorado Model Contract** and **Exhibit C, State of Colorado Purchase and Contract Terms and Conditions, Section 4, Scope of Work**, and selected portions of the Offeror's Proposal.
- 3.10.3 Insurance**

To be eligible for Award, the Offeror agrees to acquire and keep in force Worker's Compensation, Commercial General Liability and Automobile Liability insurance coverage from an insurance carrier or carriers licensed to conduct business in each Participating Entity's State at the prescribed levels set forth in **Exhibit D, Section 17** of the **NASPO ValuePoint Master Agreement Terms and Conditions**, and as required by law.
- 3.10.4 Reporting Requirements**
 - a)** To be eligible for Award, the Offeror must agree to provide specific summary and detailed usage reports as prescribed by **Exhibit D, Section 27** of the **NASPO ValuePoint Master Agreement Terms and Conditions**, and in **Exhibit I (NASPO ValuePoint Detailed Sales Data Report)**.
 - b)** Offeror shall identify the person responsible for providing the mandatory usage reports. This information must be kept current during the Contract period. Contractor will be required to

provide reporting contact information within fifteen (15) days of Master Agreement execution.

3.10.5 eMarket Center

To be eligible for Contract Award, the Offeror agrees, by submission of a Proposal, to cooperate with NASPO ValuePoint and SciQuest (and any authorized agent or successor entity to SciQuest) with providing unique information and ordering instructions. Refer to **Exhibit D, Section 34**, of the **NASPO ValuePoint Master Agreement Terms and Conditions**, for the prescribed requirements.

3.11 Participating Entities Terms and Conditions

As a courtesy to Offerors, some Participating Entities specific Terms and Conditions have been provided as Exhibits to this Solicitation. These are **for informational purposes only** and will be negotiated with individual Participating Entities after Award of the Master Agreement. Each State reserves the right to negotiate additional terms and conditions in its Participating Addendums.

3.12 Certification of Independent Price Determination

3.12.1 By submission of its Proposal each Offeror certifies, and in the case of a joint Proposal each party, thereto, certifies as to its own organization, that in connection with this procurement:

- a) The prices in the Proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Contractor or with any competitor; and
- b) Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly to any other Contractor or to any competitor; and
- c) No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

3.12.2 Each person signing the Response Sheet of the Proposal certifies that:

- a) They are the person in the Offeror's organization responsible for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 3.12.1(a) through 3.12.1(c); or
- b) They are not the person in the Offeror's organization responsible for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to 3.12.1(a) through 3.12.1(c), and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 3.12.1(a) through 3.12.1(c).

3.13 Firm Offers

Responses to this RFP, including proposed costs, will be considered firm for One-hundred and Eighty (180) days after the Proposal due date.

3.14 Right to Accept All or Portion of Proposal

Unless otherwise specified in the Solicitation, the Lead State may accept any item or combination of items as specified in the Solicitation or of any Proposal unless the Offeror expressly restricts an item or combination of items in its Proposal and conditions its response on receiving all items for which it provided a Proposal. In the event that the Offeror so restricts its Proposal, the Lead State may consider the Offeror's restriction and evaluate whether the Award on such basis will result in the best value to the Lead State and NASPO ValuePoint. The Lead State may otherwise determine at their sole discretion that such restriction is non-responsive and renders the Offeror ineligible for further Evaluation.

3.15 Order of Precedence, Incorporated Documents, Conflict and Conformity

3.15.1 Incorporated Documents

Each of the documents listed below will be, by this reference, incorporated into any resulting Contract as though fully set forth herein:

- a) The Request for Proposal document with all attachments and all amendments thereto,
- b) Offeror's response to the Request for Proposal, and
- c) Offeror's publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting materials Contractor made available to Purchasing Entity, and used to affect the sale of the Product to such Purchasing Entity.

3.15.2 Order of Precedence

In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a) A Participating Entity's unique terms and conditions as presented in the Participating Addendum,
- b) The executed NASPO ValuePoint Master Agreement,
- c) An Order issued against the Master Agreement,
- d) The Statement of Work,
- e) The Solicitation RFP-NK-15-001, including all attachments and amendments, and any Participating Entity terms and conditions attached as Exhibits or Attachments, and
- f) Offeror's response to the Solicitation RFP-NK-15-001, as revised (if permitted) and accepted by the Lead State.

3.15.3 Conflict

To the extent possible, the terms of the Master Agreement shall be read consistent and complementary. Any conflict among the documents shall be resolved by giving priority to the documents in the order listed in **Subsection 3.15.2**. Awarded Vendor's terms and conditions that apply to the Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement and an Exhibit or Attachment.

3.15.4 Conformity

If any provision of this Contract violates any Federal or State statute or rule of law, it is considered modified to conform to that statute or rule of law.

3.16 Public Opening of Proposals

On the date and time shown in the "Public Opening of Proposals" in **Subsection 1.3**, the Lead State will conduct the public opening at the delivery location identified in **Subsection 5.2, Sealed Proposal Submission** or otherwise amended on VSS. The Public Opening will disclose only the names of all Offerors who have submitted a Proposal in response to the RFP by the closing deadline.

3.17 News Releases

News releases pertaining to this RFP and associated Awards are prohibited by the Offeror, unless prior written approval has been provided by the Lead State.

3.18 Greening Requirement

The State respects the environment and desires to do business with Contractors who share this concern. Awarded Contractors agree that reports, catalogs, correspondence, or other submittals will be made on recycled paper (recycled paper meaning not less than 30% of the total weight consisting of secondary and post-consumer waste, and not less than 10% total weight consisting of post-consumer waste.) Refer to Exhibit J (**State of Colorado Environmentally Preferable Purchasing Policy**) for additional information.

3.19 Certification of Non-Debarment

The Offeror certifies that neither the Offeror nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Offeror cannot certify this statement; attach a written explanation for review by the Lead State.

Section 4: Scope of Work

4.1 Overview

- 4.1.1 Awarded Contractor(s) guarantee(s) a continuing supply and consistent quality of Goods and Services offered.
- 4.1.2 Awarded Contractors shall maintain compliance with all requirements of the Master Agreement and shall maintain compliance with all requirements throughout the duration of the Master Agreement.
- 4.1.3 Awarded Contractors, Distributors and/or Agents, must provide trained personnel to take on-site measurements at Purchasing Entity's designated location(s).
- 4.1.4 Awarded Contractor shall notify the Lead State, Participating Entities and all Purchasing Entities of any recall notices, warranty replacements, safety notices, or any applicable notice regarding the Products being sold. This notice must be received in writing (via postal mail or email) within thirty (30) calendar days of Contractor learning of such issues.
- 4.1.5 Awarded Contractor shall send notice to the Lead State, utilizing **Exhibit K (Agent and Distributor Form)** and **Attachment D (Agents and Distributors by State)** within three (3) 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 Contractor 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 Independent Contractor

- 4.2.1 Awarded Contractor(s) shall perform duties arising out of this Solicitation as an Independent Contractor, and not as an employee. Neither the Awarded Contractor(s) nor any Agent, Distributor or employee of the Awarded Contractor, shall be or deemed to be an employee or Agent of the Lead State, NASPO ValuePoint, and/or any Participating Entity.
- 4.2.2 The Awarded Contractor(s) acknowledge that the Awarded Contractor and 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 Entity does not pay for or otherwise provide such coverage.
- 4.2.3 The Awarded Contractor shall have no authority to bind the Lead State, NASPO ValuePoint and any Participating Entity to any agreements, liability, or understanding except as may be expressly set forth in the Contract or Purchase Order.
- 4.2.4 The Awarded Contractor shall provide and keep in force, workers' compensation and unemployment compensation insurance coverage in the amount required by law, and shall be solely responsible for the acts of the Contractor, its employees, Agents and Distributors.

4.3 Agents and Distributors

- 4.3.1 Awarded Contractor can engage Agents and/or Distributors to provide Goods and/or Services.
- 4.3.2 In the event an Awarded Contractor elects to use Agents and/or Distributors in the performance of the specifications, the Awarded Contractor shall serve as the primary Contractor, and shall be fully accountable to the State for assuring that the Agents and/or Distributors comply with the terms and conditions of the resulting Contract between the Lead State and the primary Contractor, and shall be liable in the event Agents and/or Distributors fail to comply with such terms and conditions. An Awarded Contractor must disclose to the Lead State, all Agents, and/or Distributors that provide Goods and/or Services.
- 4.3.3 Agents and/or Distributors shall be expected to stay current with Contractor Products, pricing and Award requirements.

4.4 Product Standards

Proposed Body Armor Products must meet the following standards, unless and until new NIJ Standards are published and made effective:

- 4.4.1 Ballistic Resistance of Body Armor NIJ Standard 0101.06.
- 4.4.2 Stab Resistance of Personal Body Armor NIJ Standard 0115.00.
- 4.4.3 NIJ Standard for Ballistic Helmets 0108.01.
- 4.4.4 NIJ Standard for Ballistic Resistant Protective Materials 0108.01.

4.5 Product Category

- 4.5.1 **Ballistic Concealable Vest:** Protection Level IIA, II, IIIA, III, and IV.
- 4.5.2 **Ballistic Tactical Vest:** Protection Level IIA, II, IIIA, III, and IV.
- 4.5.3 **Stab Resistant Concealable Vest:** Spike or Edged Blade: Protection Level 1, 2, and 3.
- 4.5.4 **Stab Resistant Tactical Vest:** Spike or Edged Blade: Protection Level 1, 2, and 3.
- 4.5.5 **Combination Concealable Vest:** Ballistic and Spike and/or Edged Blade: All vests offered as combination vests must have passed NIJ testing under each Product Category type and be published on both appropriate compliant Product lists.
- 4.5.6 **Combination Tactical Vest:** Ballistic and Spike and/or Edged Blade: All vests offered as combination vests must have passed NIJ testing under each Product Category type and be published on both appropriate compliant Product lists.
- 4.5.7 **K-9 Ballistic Vest:** Level IIA, II, IIIA, 2 and 3.
- 4.5.8 **K-9 Stab Resistant Vest:** Level IIA, II, IIIA, 2 and 3.
- 4.5.9 **K-9 Combination Vest:** Level IIA, II, IIIA, 2 and 3.
- 4.5.2 **Ballistic Helmets:** Level IIA, II, and IIIA.
- 4.5.3 **Ballistic Shields:** Hard and Soft: Level I, IIA, II, IIIA, III, and IV.
- 4.5.4 **Accessories**
 - a) **Ballistic:**
 - 1. Hard and soft trauma plates
 - 2. Groin, yoke, bicep, collar and throat protectors
 - 3. Shield window
 - b) **Non-Ballistic:**
 - 1. Carriers: Uniform Shirt, Concealable, and Tactical
 - 2. Pouches
 - 3. Replacement vest straps
 - 4. ID patches
 - 5. Carry bags: Concealed and Tactical vests, Shield, and Helmet
 - 6. Helmet: face shield, equipment rails, pads, suspension
 - 7. Shield: LED lights, shoulder straps, logos

4.6 Product Specifications

- 4.6.1 Body Armor Products must be ordered new and unused, and shall not contain re-used/remanufactured or re-purposed components.
- 4.6.2 Body Armor Products shall be constructed identically to the original model tested and certified to comply with the NIJ standards referenced in this Solicitation.
- 4.6.3 All materials shall be the same as reported to the NIJ in the “lists of materials of construction of each component of model.”
- 4.6.4 Workmanship shall be first quality, with no defects that might affect performance, wear-ability, or durability of the vest.
- 4.6.5 Products 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 Compliance Testing Program (CTP).
- 4.6.6 Each Body Armor Product will be manufactured to professionally conducted measurements designed 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.

- 4.6.7** All measurements must be made according to Contractor stated standards and take into account all clearances of panels and duty belts as suggested in the NIJ Selection and Application Guide to Buying Body Armor (as updated).
- 4.6.8** Armor sizes are to be per Compliance Testing Program standards listed on the NIJ Compliant Products List.
- 4.6.9** All Body Armor Products that include the option of additional trauma or hard armor plate protection shall have the plate pocket permanently secured to the Body Armor carrier on three sides (both sides and the bottom).
- 4.6.10** All fasteners, including hook and pile (Velcro), non-directional snaps, webbing, side release buckles, fastex buckles, and zippers, shall be the same color as the carrier.
- 4.6.11** Label material shall withstand normal wear and cleaning, and remain legible 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 and guidance for Ballistic resistance 0101.06, and Stab resistance 0115.00 as updated or amended. This shall include the following:
 - a)** Name of Contractor and location that Product was manufactured.
 - b)** Level of protection (must include the NIJ-CPL model designation number and Threat Level). The model designation number shall match submitted price list and letter of certification.
 - c)** Identify NIJ Standard 0101.06 or 0115.00 (Combination armor shall indicate both).
 - d)** Completed manufacturing date and Lot Number.
 - e)** Brand name and catalog number.
 - f)** A "Property of" space so Purchasing Entity can enter an agency or officer name.
 - g)** Basic care and maintenance instructions.
 - h)** Size of panel.
 - i)** Unique serial number.
- 4.6.12** Contractor, Agent, and/or Distributor must have the serial numbers stored in a readily accessible database.
- 4.6.13** Ballistic components must have at least a 5-year Manufacturer's warranty.
- 4.6.14** All Carriers must have at least an 18-month Manufacturer's warranty.
- 4.6.15** Warranty periods specified shall begin when Body Armor Products are delivered and accepted following inspection by Purchasing Entity.

4.7 Customer Service

- 4.7.1** Awarded Contractor shall provide a single point of contact for all issues and questions regarding the Goods and Services provided, including, but not limited to: pricing, Product issues, delivery, status of Orders and Contract issues.
- 4.7.2** Awarded Contractor must provide full service and support for Awarded Products during normal business hours.
- 4.7.3** Agents and/or Distributors must be able to service Purchasing Entities within a reasonable time frame, and must have the ability to travel to the Purchasing Entity's specified location once an Order, regardless of quantity, has been received.
- 4.7.4** Agents and/or Distributors shall offer instruction or provide presentations, as requested by Purchasing Entities, regarding the care, usage, and limitation of bullet-resistant and stab-resistant armor.

4.8 Ordering and Invoicing Specifications

- 4.8.1** All items subject to NIJ compliance testing must be listed on the CPL on the date the Order is placed.
- 4.8.2** All sizing, measurements, and final fitting shall be done at no expense to, and shall be scheduled at the convenience of, the Purchasing Entity.

- 4.8.3** All Orders, regardless of quantity, shall be delivered to Purchasing Entities within sixty (60) calendar days after Manufacturer receipt of Order.
- 4.8.4** The Contractor must coordinate delivery with the Purchasing Entity specified on the Order.
- 4.8.5** Body Armor improperly fitted to an individual wearer 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.
- 4.8.6** Product invoice shall contain, at a minimum:
 - a)** Name of Purchasing Entity.
 - b)** Order date.
 - c)** Description of the Product ordered.
 - d)** CPL model number and Threat Level.
 - e)** Serial number.
 - f)** Price.
 - g)** Any additional information required by the Participating Entity.

4.9 Packaging Requirements

- 4.9.1** All Body Armor Products shall be packaged in such a manner as to ensure delivery in undamaged condition.
- 4.9.2** All packages must be labeled to indicate, at a minimum, the Contractor's name, Order number and the name, address and the contact person of the Purchasing Entity.
- 4.9.3** Packages that cannot be clearly identified may be refused and/or returned at no cost to the Purchasing Entity.

4.10 Delivery Requirements

- 4.10.1** 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.
- 4.10.2** All deliveries shall be made during normal working hours, which may vary for each Purchasing Entity of each Participating State.
- 4.10.3** It shall be the responsibility of the Contractor to be aware of the delivery days and receiving hours for each Purchasing Entity.
- 4.10.4** The Purchasing Entity shall not be responsible for any additional charges, should the Contractor fail to observe specific delivery days and receiving hours.
- 4.10.5** The delivery days and delivery hours shall be established after Contract Award by each individual Purchasing Entity.

4.11 Ballistic Panel Recycling

- 4.11.1** Contractors are encouraged to facilitate recycling of used ballistic panels on behalf of Purchasing Entities.
- 4.11.2** Recycling programs may be operated in-house by the Contractor, or through contractual or other arrangements which the Contractor shall establish with reputable domestic firms who have established history of recycling ballistic materials and providing chain of custody documentation.
- 4.11.3** Recycled ballistic panels shall be tracked by serial number throughout the recycling process.

Section 5: Proposal Submission Instructions

5.1 Overview and General Requirements

- 5.1.1 It is the Offeror's responsibility to deliver its Proposal on or before the RFP's closing date and time indicated in **Subsection 1.3, Schedule of Events**, or otherwise modified on VSS, regardless of the delivery method used. Late Proposals will not be accepted.
- 5.1.2 Offerors are cautioned that daily mail may not be received prior to 1:00 p.m.; therefore, if Proposal is not hand delivered, Offeror is to ensure Proposal is received by mail or delivery service the prior day.
- 5.1.3 If discrepancies are found between two (2) or more copies of the Proposal, the Master copy will provide the basis for resolving such discrepancies. If one (1) copy of the Proposal is not clearly marked "MASTER," the State may reject the Proposal. However, the State may at its sole option, select one (1) copy to be used as the Master.
- 5.1.4 Offeror must segregate the Administrative Documents, Executive Information, Agent and Distributor Information, Technical Response, Cost Response, and Confidential Information (if applicable), of its Proposal, into sections containing tabs that clearly identify each component of that section.
- 5.1.5 Offerors should submit their Proposal broken out into the five (5) required sections, or six (6) sections, if confidential information is included, in a single box or package for shipping purposes.
- 5.1.6 It is the Offeror's responsibility to appropriately designate the "Public Records" labeled information, and agree to defend and indemnify the State of Colorado for honoring such designation.
- 5.1.7 Failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by release of said information.
- 5.1.8 Illegible Proposals or illegible writing may be deemed non-responsive and may not be evaluated. A Proposal with missing or inconsistent information may be considered non-responsive and may not be evaluated.
- 5.1.9 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 5.1.10 The State of Colorado, in its continuing efforts to reduce solid waste and further recycling efforts, requests that Proposals, to the extent possible and practical:
 - a) Be submitted on recycled paper,
 - b) Not include pages of unnecessary advertising, and
 - c) Be contained in re-usable binders or binder clips, as opposed to spiral or glued bindings.
- 5.1.11 Proposals must not be submitted except as noted in this Solicitation.

5.2 Sealed Proposal Submission

5.2.1 Hard Copy Submission

- a) One (1) original copy of Proposal (and marked as "**Master**"), and two (2) identical copies, must be received in hardcopy, with all Attachments, **no later than Friday, October 30, 2015, 1:00 p.m. (MDT)** at the following address:

Department of Personnel & Administration
c/o State Purchasing Office
Attn: Nikki Kalen
1525 Sherman Street, 3rd Floor
Denver, Co 80203

The sealed Proposal package/box must be labeled with the following information:

Offeror Name, RFP-NK-15-001, October 30, 2015, 1:00 p.m. (MDT)

- b) One (1) USB flash drive, DVD or a CD marked “**Master**” must be included in the sealed Proposal package/box which contains the following folders, each with their respective information:

Folder 1: Administrative Documents – PDF copies of the Proposal Checklist, Response Sheet, Colorado SOS Certificate of Good Standing, W-9 and the Vendor Disclosure Statement.

Folder 2: Executive Information – A PDF copy of the Proposal Summary, Proposal Requirements and NASPO ValuePoint Terms and Conditions.

Folder 3: Agent and Distributor Information – The Excel file for **Agents and Distributors by State (Attachment D)**.

Folder 4: Technical Response – A PDF copy of the **On-site Response Time (Attachment F)**, and PDF copies of the response to the Warranties, Delivery Time and the Recycling Program questions.

Folder 5: Cost Response – The Excel file for **Product and Price (Attachment E)**, and PDF copies of the Vest Price List (if applicable) and the Carrier Price List (if applicable).

Folder 6: Confidential Information (if applicable) – A PDF copy of all confidential and/or proprietary information.

- c) One (1) USB flash drive, DVD or a CD marked “**Public Records**” must also be included in the sealed Proposal package/box and needs to contain the same folders and information referenced in Subsection 5.2.1(b), with the exception of Folder 6, Confidential Information.
- d) If Offeror Proposal does not contain any confidential information, then Offeror shall only submit one (1) USB flash drive, DVD or CD, labeled “**Master and Public Records.**”
- e) Faxed, emailed, and telephoned Proposals are not acceptable. Offeror will assume full responsibility for any costs related to the Proposal including express delivery, parcel post, packing, cartage, insurance, license fee permits, or cost of bonds.

5.3 Response Format

Offeror’s “**Master**” response shall consist of the following:

5.3.1 Section 1: Administrative Documents

This section includes:

- a) **Tab 1: Proposal Checklist (Attachment A)**
- b) **Tab 2: Response Sheet (Attachment B)**
Information on this Sheet must be filled out in its entirety by Offeror. Offeror Response Sheet must be signed by an officer who is legally authorized to bind the Offeror to the Proposal. Electronic signatures will not be accepted.
- c) **Tab 3: Colorado Secretary of State Certificate of Good Standing**
The Certificate of Good Standing must be current, and can be obtained at:
<http://www.sos.state.co.us/pubs/business/businessHome.html>
- d) **Tab 4: W-9 Request for Taxpayer Identification Number and Certification (Attachment C)**
- e) **Tab 5: Vendor Disclosure Statement (Attachment G)**

5.3.2 Section 2: Executive Information

This section includes:

- a) **Tab 1: Proposal Summary**
Offeror must highlight the major features* of the Proposal. The Proposal Summary must adhere to the following:

- 1) Summary shall be on Offeror letterhead.
- 2) Summary shall not exceed two (2) pages.
- 3) Summary shall be formatted as follows: Times New Roman font, 12 pt, single spaced, 1" margins.

*Major features may include product warranties, recycling program, delivery time frame, product offerings etc.

b) Tab 2: Proposal Requirements

Offeror must indicate if all Proposal requirements can be met. If not, then Offeror must reference the section and/or subsection that cannot be met, what the section entails, and why the requirements can't be met.

c) Tab 3: NASPO ValuePoint Terms and Conditions

Offeror must indicate compliance with NASPO ValuePoint Terms and Conditions, per **Exhibit D (NASPO ValuePoint Master Agreement Terms and Conditions)**. If terms and conditions cannot be met, then Offeror must reference the section and/or subsection and provide an explanation as to why the requirements can't be met.

5.3.3 Section 3: Agent and Distributor Information

This section must include:

a) Tab 1: Agents and Distributors by State (Attachment D)

- 1) Offeror must provide a preliminary list of all of their Agents/Distributors that are located in each State. If Offeror does not have Agent/Distributor representation in a particular State, then write "N/A" next to the Manufacturer Name on that State's tab.
- 2) On the Excel tab marked "All States," Offeror must put an "x" next to each State they provided Agent/Distributor information for, and indicate how many Agents/Distributors service that State. If there isn't representation in that State, leave Columns B and C blank.
- 3) Offeror must print a copy of the "All States" tab and include it in this Section of their hard copy Proposal. *Please note that it is not necessary to print each of the States' tabs.*

5.3.4 Section 4: Technical Response

This section must include:

a) Tab 1: On-site Response Time (Attachment F)

Per **subsection 4.7.3**, Offeror must indicate on-site response time after receiving an Order from the Purchasing Entity. Offeror must complete **Attachment F**, per the following guidelines (detailed instructions are provided on the Attachment):

- 1) The form must be filled out in its entirety and must not be modified in any way.
- 2) Offeror must provide a vest quantity range and an on-site response time for each distance listed.
- 3) On-site response times must be denoted in "business days" only.

b) Tab 2: Warranties

Offeror must indicate if additional warranties not specified in **Subsection 4.6.13** and **Subsection 4.6.14** are offered, and if so, what Product Categories listed in **Subsection 4.5** contain an additional warranty, and what the conditions and/or term of the warranty is. If additional warranties are not offered, please write "N/A."

c) Tab 3: Delivery Time

Offeror must indicate delivery time, per **subsection 4.8.3**.

d) Tab 4: Recycling Program

Per Section 4.11, Offeror must indicate if they provide a recycling program for ballistic panels and what the program entails. Describe how the serial number will be tracked throughout the recycling process. If a recycling program is not offered, please write "N/A."

5.3.5 Section 5: Cost Response

This section is for Evaluation purposes only and does not constitute the full Product Category

line that an Offeror may be awarded.

This section must include:

a) Tab 1: Product and Price (Attachment E)

Offeror must complete **Attachment E**, per the following guidelines (detailed instructions are provided on the spreadsheet):

- 1) Offeror must provide a response to at least one of the Product Categories listed in the Market Basket.
- 2) Offeror is not required to submit a response for any of the Product Categories listed in the Non-Market Basket.
- 3) Any Product Categories that the Offeror does not submit a response for will not be considered for Award.
- 4) The Manufacturer Suggested Retail Price (MSRP) must be a published figure with the Buyers Laboratory Inc. (BLI)
- 5) All pricing for the Market Basket Product Categories must be FOB Destination, Freight Prepaid and Allowed.
- 6) Pricing for the Non-Market Basket Product Categories must be expressed as a minimum discount percentage from MSRP.
- 7) Only Product Categories that are listed on **Attachment E** will be considered for Award. Any additional Product Categories that Offeror may list will not be considered.
- 8) Offeror must print a copy of the Product and Price tab and include it in this Section of their Proposal.

b) Tab 2: Vendor Price List

Offeror must provide a complete price list for all of their Vest Product Categories, and all of their Carrier Product Categories, per the following guidelines:

- 1) If Offeror does not manufacture vests or carriers, please write "N/A" under this Tab.
- 2) The price list for the vests and the carriers need to be separate, rather than combined.
- 3) Each price list must be clearly labeled either "Vests" or "Carriers"
- 4) Proposal Pricing that is provided will be the Contract pricing, should an Award be made. Therefore, this pricing must include FOB Destination, Freight Prepaid and Allowed.
- 5) Price lists must include the following (if applicable):
 - i. Product description
 - ii. Manufacturer (Brand and Series)
 - iii. Manufacturer Catalogue Number
 - iv. Gender
 - v. NIJ – CPL Model Designation
 - vi. NIJ Standard
 - vii. Threat Level
 - viii. MSRP
 - ix. Proposal Price per Each
 - x. Base Discount % from MSRP
 - xi. Additional Volume Discount Price for 1-10 vests, 11-25 vests, 26-50 vests and over 50 vests
- 6) Offeror must print a copy of their Vests Price List and their Carriers Price List and include it in this Section of their hard copy Proposal.

5.3.6 Section 6: Confidential Information

In accordance with **Subsection 3.7, Confidential or Proprietary Information**, Offeror must segregate any confidential or proprietary information (if applicable) and include it in this section. If the Proposal does not contain any confidential information, then Offeror does not need to include Section 6 in their Proposal submission.

Section 6: Evaluation and Award Selection Process

6.1 Evaluation Process

- 6.1.1 This will be a multiple Award RFP.
- 6.1.2 A comprehensive, fair and impartial Evaluation of each Proposal received will be conducted in accordance with the State Procurement Code (§24-103-203, C.R.S.) and the related State Procurement Rules. The Evaluation committee will judge the merits of the Proposals received in accordance with the Evaluation criteria stated in the RFP. The sole objective of the Evaluation committee is to recommend the Offeror(s) who's Proposal(s) is/are most advantageous to the State and NASPO ValuePoint's needs, cost and other factors duly considered.
- 6.1.3 In order for a Proposal to be considered responsive, Offeror's proposed Products must be NIJ certified, if applicable, and be listed on the CPL. Offeror's proposed Products on **Attachment E (Product and Price)** will be verified by the State for NIJ compliance. Furthermore, Offeror's Product line will be verified for NIJ compliance, if applicable, prior to Award of such Product line.

6.2 Evaluation Factors

The Evaluation will consist of three (3) components: Cost/Pricing, Technical and the Executive Information. Each component's assigned evaluation and scoring weight is listed below. While numeric Evaluations may be used in some aspects of the process to identify strengths and weaknesses of Proposals, the final decision will be a business decision based upon the following Evaluation factors, which are listed in decreasing order of importance.

- 6.2.1 **Cost/Pricing Component** (weight of 50%)
Pricing most advantageous to the States needs, while also being the most cost effective within available resources.
- 6.2.2 **Technical Component** (weight of 40%)
 - a) Offeror's on-site response time.
 - b) Total number of States that Offeror can provide service in.
 - c) Offeror's delivery time frame.
 - d) Additional warranties offered.
 - e) Offeror's recycling plan.
- 6.2.3 **Executive Information** (weight of 10%)
 - a) Per Subsection 5.3.2, major features of Proposal have been hi-lighted.
 - b) Ability to meet Proposal requirements.
 - c) Ability to comply with NASPO ValuePoint's Contract terms and conditions.

6.3 Award Methodology

- 6.3.1 The Proposal(s) identified as most advantageous to the State will be awarded a Contract. A "Decision Memorandum" will document the basis for the Award decision. The State Purchasing Office will post the "Notice of Intent to Award" on VSS, and the "Decision Memorandum" will be sent via email to all eligible Offeror's that submitted a Proposal.
- 6.3.2 The Lead State in its sole discretion reserves the right to waive minor irregularities in the Proposal, which include but are not limited to, corrections of deficiencies or clarification of ambiguities that in the judgment of the Lead State do not require a comprehensive Proposal rewrite. The Lead State also reserves the right, in its sole discretion, to waive certain requirements, provided that all of the otherwise responsive Proposals fail to meet the same requirements, and the failure to do so does not materially affect the procurement.
- 6.3.3 The State reserves the right to make Awards based on initial Proposals, so Offerors are encouraged to submit their most favorable Proposal at the time established for receipt of Proposals. Offerors not meeting the requirements identified in the RFP shall be ineligible for further consideration. The State may conduct discussions with Offerors for the purpose of promoting understanding of the State's requirements and the Offeror's Proposal, to clarify

requirements, including, but not limited to best and final offer (BAFO). Clarifications or BAFO's to Proposals, if permitted, shall be requested in writing from Offerors and responses by the Offeror submitted in writing by a specific deadline identified in the State's request for information.

- 6.3.4** The Offeror is responsible to provide requested information. Failure of the Offeror to provide any information requested in this RFP may result in disqualification of the Proposal.
- 6.3.5** Offeror may be required to furnish samples of Product for Evaluation prior to Award. Samples furnished must conform exactly to the specifications herein unless otherwise specified by the State. Samples furnished with deviations must be clearly marked. When required and at the State's written request (email is acceptable), samples shall be furnished by the Offeror within seven (7) calendar days upon request and are provided at the expense of the Offeror. Samples not provided in accordance with the specifications or within the time specified may result in rejection of the Proposal. A successful Offeror's samples may be retained for comparison with Products delivered under the Contract. For non-Awarded Offerors, samples will not be returned unless the Offeror indicates the requirement to do so at the time the sample is furnished, and then only at the Offeror's expense. Failure to arrange for pick up of released samples within thirty (30) calendar days will result in disposal by the State of the samples. During the Proposal Evaluation process, the State reserves the right to request further details, including formulations, to clarify specifications; and such will be identified as confidential and used for Evaluation purposes only.
- 6.3.6** The apparent successful Offeror(s) may be required to submit an audited financial statement for the most current reported period and a reasonable number of previous years (in order of preference), in order to assist the State in making its determination of Offeror responsibility in accordance with §24-103-401, C.R.S. Such audited financial statements shall have been reviewed by a certified public accountant, a third-party prepared financial statement if an audited or reviewed statement is not available, or another financial statement prepared in the routine course of the Offeror's business; and such documents are provided by Offeror to the State at no cost to the State.

6.4 Notice of Intent to Award

After final selection(s) are made, information contained on the "Public Records" or the "Master and Public Records" (if Offeror's Proposal did not include any confidential information) USB flash drive or CD, will be available from the Lead State following issuance of a "Notice of Intent to Award".

6.5 Protested Solicitations and Awards

- 6.5.1** Any actual or prospective Offeror who is aggrieved in connection with the Solicitation or Award of a Contract may protest to: State of Colorado, State Purchasing Office, Attn: Molly Randol, Strategic Sourcing Manager, 1525 Sherman Street, Third Floor, Denver, CO 80203. The protest shall be submitted in writing within seven (7) business days after such aggrieved person knows or should have known of the facts giving rise to the protest.
- 6.5.2** C.R.S Title 24, Article 109, Section 104, Entitlement to Costs, in part states: When a protest is sustained administratively or upon administrative or judicial review and the protesting Offeror or Offeror should have been awarded the Contract under the Solicitation but, due to defect in the Solicitation, was not, the protestor shall be entitled to the reasonable costs incurred in connection with the Solicitation, including Proposal preparation costs. No other costs shall be permitted and reasonable costs shall not include attorney fees.

6.6 Post Award Formalization of the Master Agreement

- 6.6.1** The Lead State reserves the right during Contract negotiation of the Master Agreement to adjust terms and conditions that would not (in the Lead State's judgment) have a material effect on price, schedule, scope of Work, or risk to the Lead State and Participating State, with materiality defined in terms of the effect on the Evaluation and Award. In any event, the Lead State reserves the right to accept Contract or pricing changes that are more favorable to the Lead State.
- 6.6.2** If no Master Agreement is reached with the apparent awardee, the Lead State may negotiate with other Offerors or make no Award under this RFP.

Exhibit A – Participating Entities

RFP-NK-15-001 Body Armor Products

Apart from the Lead State conducting the Solicitation, the States listed below have signified their intent to enter into a Contract and participate with the State of Colorado for this Request for Proposal. These States are considered Participating Entities for the purposes of this Solicitation and its resulting Contracts(s).

Additional states may be added through execution of a Participating Addendum. All States reserve the right to add any State specific terms and conditions to any resultant Participating Addendum signed in response to Award(s) based from this procurement.

**Alaska
Hawaii
Idaho
Montana
Nevada
New Hampshire
South Dakota
Utah
Vermont
Washington**

Exhibit B – Calendar Year 2014 Sales Volumes by State**RFP-NK-15-001
Body Armor Products**

AK	\$ 285,545
AL	\$ -
AR	\$ 203,585
AZ	\$ 867,176
CA	\$ 8,134
CO	\$ 1,637,596
CT	\$ -
DE	\$ 570,852
FL	\$ 51,551
GA	\$ -
HI	\$ 10,453
IA	\$ 128,617
ID	\$ 346,382
IL	\$ -
IN	\$ -
KS	\$ -
KY	\$ -
LA	\$ -
MA	\$ 15,950
MD	\$ -
ME	\$ -
MI	\$ -
MN	\$ 889,469
MO	\$ -
MS	\$ -
MT	\$ 64,793
NC	\$ 798
ND	\$ 1,817
NE	\$ -
NH	\$ -
NJ	\$ -
NM	\$ 7,284
NV	\$ 31,728
NY	\$ 339,337
OH	\$ -
OK	\$ -
OR	\$ 471,310
PA	\$ -
RI	\$ -
SC	\$ 10,009
SD	\$ 47,628
TN	\$ -
TX	\$ -
UT	\$ 721,911
VA	\$ -

VT	\$ 16,740
WA	\$ 1,446,168
WI	\$ 193,286
WV	\$ -
WY	\$ 19,787
AS	\$ -
DC	\$ -
GU	\$ -
MP	\$ -
PR	\$ -
VI	\$ -
TOTAL	\$ 8,387,905

Exhibit C – State of Colorado Purchase and Contract Terms and Conditions

RFP-NK-15-001 Body Armor Products



Exhibit C - Purchase
and Contract Terms a

Exhibit D – NASPO ValuePoint Master Agreement Terms and Conditions

RFP-NK-15-001 Body Armor Products



NASPO ValuePoint
Master Agreement Te

Exhibit E – State of Colorado Model Contract

RFP-NK-15-001 Body Armor Products



State of Colorado
Model Contract.docx

Exhibit F – State of New Hampshire Terms and Conditions

RFP-NK-15-001 Body Armor Products



Exhibit F - State of
New Hampshire Term

Exhibit G – State of Vermont Terms and Conditions

RFP-NK-15-001 Body Armor Products



Exhibit G - State of
Vermont Terms and C

Exhibit H – State of Utah Terms and Conditions

RFP-NK-15-001 Body Armor Products



Exhibit H - State of
Utah Terms and Conc

Exhibit I – NASPO ValuePoint Detailed Sales Data Report

**RFP-NK-15-001
Body Armor Products**



NASPO ValuePoint
Detailed-Sales Report

Exhibit J – State of Colorado Environmentally Preferable Purchasing Policy

RFP-NK-15-001 Body Armor Products



Exhibit J - State of
Colorado EPP Policy.pdf

Exhibit K – Agent and Distributor Form

RFP-NK-15-001 Body Armor Products



Exhibit K - Agent
Distributor Form.docx

Attachment A – Proposal Checklist

RFP-NK-15-001 Body Armor Products

HARD COPY SUBMISSION		
Section 1: Administrative Documents		Completed (indicate with √ or “N/A”)
Tab 1	Proposal Checklist (Attachment A)	
Tab 2	Response Sheet (Attachment B)	
Tab 3	Colorado Secretary of State Certificate of Good Standing	
Tab 4	W-9 Request for Taxpayer Identification Number and Certification (Attachment C)	
Tab 5	Vendor Disclosure Statement (Attachment G)	
Section 2: Executive Information		
Tab 1	Proposal Summary	
Tab 2	Proposal Requirements	
Tab 3	NASPO ValuePoint Terms and Conditions	
Section 3: Agent and Distributor Information		
Tab 1	Printed copy of the completed “All States” tab from the Agents and Distributors by State (Attachment D) spreadsheet	
Section 4: Technical Response		
Tab 1	On-site Response Time (Attachment F)	
Tab 2	Warranties	
Tab 3	Delivery Time	
Tab 4	Recycling Program	
Section 5: Cost Response		
Tab 1	Printed copy of the completed Product and Price (Attachment E) spreadsheet	
Tab 2	Printed copies of the Vest Price List and Carrier Price List (if applicable)	
Section 6: Confidential Information (if applicable)		
USB FLASH DRIVE, DVD OR CD SUBMISSION		
“Master”	Contains Folders (and associated information) 1, 2, 3, 4, 5 and 6 (if applicable)	
“Public Records”	Contains Folders (and associated information) 1, 2, 3, 4, and 5	
“Master and Public Records”	Contains Folders (and associated information) 1, 2, 3, 4, and 5	
<p>Note: Offeror will either submit:</p> <ol style="list-style-type: none"> 1. One “Master” USB flash drive, DVD or CD, and one “Public Records” USB flash drive or CD, <u>OR</u> 2. One “Master and Public Records” USB flash drive, DVD or CD 		

Attachment B – Response Sheet

RFP-NK-15-001 Body Armor Products



Attachment B -
Response Sheet.docx

Attachment C – W9 Request for Taxpayer Identification Number and Certification

RFP-NK-15-001 Body Armor Products



W9.pdf

Attachment D – Agents and Distributors by State

RFP-NK-15-001 Body Armor Products



Attachment D -
Agents and Distributc

Attachment E – Product and Price

RFP-NK-15-001 Body Armor Products



Attachment E -
Product and Price.xls:

Attachment F – On-site Response Time

RFP-NK-15-001 Body Armor Products

Vendor Name:

Instructions:

Indicate what response time for on-site vest measurement is after receipt of the order from the purchasing entity. For the distance listed, indicate how many vests would qualify to meet that response time (for example: 1-15, 15-25 etc.). If "Other," indicate the number of vests and the "Other Time Proposed."

Distance from Customer	Number of vests (enter range)	Response Time	Other Time Proposed
< 50 miles		2 business days	
		3 business days	
		4 business days	
		Other	
50 – 100 miles		2 business days	
		3 business days	
		4 business days	
		Other	
> 100 and ≤ 150 miles		2 business days	
		3 business days	
		4 business days	
		Other	
> 150 miles		2 business days	
		3 business days	
		4 business days	
		Other	

Attachment G – Vendor Disclosure Statement

RFP-NK-15-001 Body Armor Products

This form shall be completed and returned with the Offeror's response

Contract Performance Outside the United States or Colorado

Colorado Revised Statute 24-102-206

- 1) Are any Services under the Contract or any subcontracts anticipated to be performed outside the United States or Colorado?

No ☐ Yes ☐

If "Yes," please complete the following two questions:

- 2) Where will the Services be performed under the Contract, including any subcontracts? (List country(ies) and/or state(s).

- 3) Explain why it is necessary or advantageous to go outside of the United States or the State of Colorado to perform the Contract or any subcontracts.

Service Disabled Veteran Owned Small Business (SDVOSB)

Colorado Revised Statute 24-103-211

- 1) Are you a SDVOSB that is incorporated or organized in Colorado, or maintains a place of business or has an office in Colorado, and who is officially registered and verified as a SDVOSB by the Center for Veteran Enterprise within the U.S. Department of Veterans Affairs?

No ☐ Yes ☐

If "Yes," submit the documentation from the U.S. Department of Veterans Affairs verifying you are a SDVOSB .

Signature of Contractor Authorized Signatory

Date

Printed Name and Title of Signatory

Printed Company Name