

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

MASTER AGREEMENT  
**Point Blank Enterprises, Inc.**  
Master Agreement No: **164719**  
(hereinafter "Contractor")  
And  
**City of Stockton, California**  
(hereinafter "Participating State/Entity")

1. **Scope:** This addendum covers the **Body Armor and Ballistic Resistant Products** led by the State of **Colorado** for use by state agencies and other entities located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts with the prior approval of the State's Chief Procurement Official.
  
2. **Participation:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
  
3. **Participating State/Entity Modifications or Additions to Master Agreement:**  
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

Participating State/Entity to check one box.

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

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

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**AGREEMENT**

1. Cooperative/Piggyback Name:	NASPO ValuePoint State of Colorado
2. Contractor:	Point Blank Enterprises with Authorized Seller Code 3 Wear
3. Cooperative Agency Agreement Name and Agreement Number:	Body Amor and Ballistic Resistant Products Agreement Number 164719
4. Cooperative Agency Initial Agreement Term:	Start Date: November 10, 2020 End Date: November 10, 2025
5. Cooperative Agency's Agreement-Options to extend:	No Renewal Options
6. Cooperative Agency Amended Term:	N/A
7. Cooperative Agency Remaining Options to Renew:	N/A
8. City of Stockton Cooperative Purchase Agreement Term:	Start Date: October 1, 2024 End Date: November 10, 2025
9. City of Stockton Cooperative/ Piggyback Purchase Agreement Amount:	Not to Exceed \$171,430 for the term of the Agreement.

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The City of Stockton, a California municipal corporation on behalf of itself and its associated entities ("City"), and the above-named Contractor ("Contractor"), do hereby agree that City shall be granted the pricing, terms, and conditions under the above [referenced Agreement No. 164719 for Body Armor and Ballistic Resistant Products](#) ("COOP") as such may be amended from time to time. The COOP and associated documents referenced in the agreement are incorporated herein as Exhibit A to this City Cooperative/Piggyback Purchase Agreement ("Agreement").

Contractor shall grant such pricing, terms, and conditions to City for all procurements of goods and services, whether taking place on a City purchase order, purchasing card (credit card), or other purchasing modality, whether via telephone, via the Contractor website, or via direct purchase at a Contractor retail location.

1. **Agreement Term:** The Term of this Agreement shall remain in effect from date of the signing of this Agreement through [November 10, 2025](#), unless terminated earlier by the City.

2. **Insurance and Hold Harmless:** In addition to the pricing, terms and conditions stated in the COOP and the associated documents incorporated herein as Exhibit A, Contractor shall, at Contractor's sole cost and expense and for the full term of the Agreement or any extension thereof, obtain and maintain at least all the insurance requirements listed in attached Exhibit B.

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement.



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3. **Compensation:** City and Contractor do hereby enter into this Agreement for **Body Armor and Ballistic Resistant Products** available in the above-named COOP and associated documents incorporated herein as Exhibit A and referenced in the attached quote Exhibit C. In no way, shall payment to the Contractor during the term of this Agreement exceed **\$171,430** for the purchase of **Body Armor and Ballistic Resistant Products**. Any person signing this Agreement on behalf of City or Contractor does warrants that he or she has full authority to do so.

4. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

5. **Applicable Law.** Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

6. **Special Funding.** If Special Funding is applicable, Exhibit D – Special Funding Terms & Conditions are incorporated herein.

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

Contractor: Point Blank Enterprises, Inc.

Name	Jared Kleiman
Address	2101 SW 2nd Street Pompano Beach, FL 33069
Telephone	(954) 630-0900 Ext 1709
E-mail	<a href="mailto:jkleiman@pbearmor.com">jkleiman@pbearmor.com</a>

Participating Entity:

Name	Jeanetta McDonald, Police Services Administrator
Department	Stockton Police Department
Address	22 E. Weber Ave. Stockton, CA 95202


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Telephone	(209)937-8533
E-mail	jeanetta.mcdonald@stocktonca.gov

5. **Subcontractors:** All Point Blank Enterprises, Inc. Distributors authorized in the State of Colorado, as shown on the dedicated Point Blank Enterprises, Inc. NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's Distributor's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
6. **Orders:** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

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

Participating Entity: City of Stockton, California	Contractor: Point Blank Enterprises, Inc.
By:	By:  Hoyt Schmidt (Oct 24, 2024 13:55 EDT)
Name: Harry Black	Name: Hoyt Schmidt
Title: City Manager	Title: Executive Vice President
Date:	Date: 10/22/2024

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Portfolio Manager	Abigail Chittenden, CPPB
Telephone	463-278-0250
E-mail	<a href="mailto:AChittenden@naspo.org">AChittenden@naspo.org</a>

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

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**EXHIBIT A**  
*(Insert the COOP's Solicitation, Solicitation Response, fully executed Agreement and exhibits and any associated documents)*





# **NASPO ValuePoint Master Agreement Terms and Conditions**

## **For Body Armor and Ballistic Resistant Products**

A Contract for the NASPO ValuePoint Cooperative Purchasing Program  
Acting by and through the **State of Colorado** (Lead State)

**Department of Personnel & Administration  
State Purchasing & Contracts Office  
1525 Sherman Street, 3<sup>rd</sup> Floor  
Denver, Co 80203**

**Point Blank Enterprises, Inc  
2102 SW 2<sup>nd</sup> Street  
Pompano Beach, FL 33069**

**Master Agreement Number 164719**



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## 1. NASPO VALUEPOINT MASTER AGREEMENT OVERVIEW

### 1.1. Parties

This Master Agreement is entered into by and between the State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office (hereinafter called the "Lead State"), and Point Blank Enterprises, Inc (hereinafter called "Contractor"), for the procurement of Body Armor and Ballistic Resistant Products for the benefit of Participating States, Entity's, and Purchasing Entities. The Contractor and the Lead State hereby agree to the following terms and conditions.

### 1.2. Effective Date

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

### 1.3. Master Agreement Order of Precedence

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

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

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

### 1.4. Term of this Master Agreement

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

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

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

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

## 2. DEFINITIONS

The following terms shall be construed and interpreted as follows:

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



	(ASTM Terminology E3005)
<b><i>Independent Contractor</i></b>	A natural person, business, or corporation that provides Products or Services to another entity under the terms specified in a contract. An employer-employee relationship does not exist.
<b><i>Insert</i></b>	A removable unit of protective material (soft armor or hard armor) intended to be placed into a special pocket on a carrier to enhance protection in a localized area. (ASTM Terminology E3005)
<b><i>Intellectual Property</i></b>	Any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
<b><i>Lead State</i></b>	The state that is centrally administering this Master Agreement.
<b><i>Manufacturer</i></b>	A company that, as its primary business function, designs, assembles, and owns the trademark/patent and markets a Product. Also referred to as Contractor.
<b><i>Manufacturer's Suggested Retail Price (MSRP)</i></b>	The list price or recommended retail price of a Product in which the Manufacturer recommends that the retailer sell the Product.
<b><i>Master Agreement</i></b>	Also referred to as "Contract"; the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.
<b><i>Multi-function Device (MFD)</i></b>	A Device which incorporates the functionality of multiple Devices into one, such as print, fax, copy and scan. Each feature can work independently of the other.
<b><i>NASPO ValuePoint</i></b>	The NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO). NASPO ValuePoint is identified in this Master Agreement as the recipient of reports and may perform Contract administration functions relating to collecting and receiving reports as well as other Contract administration functions as assigned by the Lead State.
<b><i>NIJ</i></b>	The National Institute of Justice.
<b><i>NIJ Compliant Products List (NIJ CPL)</i></b>	The list of models certified by NIJ to be compliant with an applicable standard.
<b><i>NIJ Compliance Testing Program (NIJ CTP)</i></b>	The NIJ program that certifies body armor models that meet the requirements of the most current version of the relevant NIJ standard.
<b><i>NIJ Mark</i></b>	The NIJ certification mark, registered with the U.S. Patent and Trademark Office, that is used to communicate a product's compliance status with the NIJ CTP.
<b><i>Normal Business Hours</i></b>	8:00 a.m. to 5:00 p.m., Monday through Friday (state holidays excluded), regardless of time zone.
<b><i>OEM</i></b>	Original Equipment Manufacturer.
<b><i>Order</i></b>	Any type of encumbrance document or commitment voucher, including, but not limited to, a purchase order, contract, or other document used by a

	Purchasing Entity to order the Products.
<b><i>Participating Addendum</i></b>	A bilateral agreement executed by a Contractor and a Participating State or Entity incorporating this Master Agreement and any other additional Participating State or Entity specific language or other requirements (e.g. ordering procedures, other terms and conditions).
<b><i>Participating Entity</i></b>	A government entity within a state that is properly authorized to enter into a Participating Addendum.
<b><i>Participating State</i></b>	A state, which encompasses all government entities within that state, or the District of Columbia, or one of the territories of the United States, that enters into a Participating Addendum.
<b><i>Product</i></b>	Any good, service, or other deliverable supplied or created by the vendor pursuant to the Master Agreement. The term products, supplies and services, and products and services are used interchangeably in the terms and conditions.
<b><i>Product Category</i></b>	This consists of: Ballistic-Resistant Vest, Stab-Resistant Vest, Combination Vest, In Conjunction With Armor, K-9 Ballistic-resistant Vest, K-9 Stab-resistant Vest, K-9 Combination Vest, Ballistic-resistant Helmets, Ballistic-resistant Shields, Carriers, and Ballistic-resistant and Non-ballistic-resistant accessories.
<b><i>Product Category Ballistic-resistant accessories</i></b>	This includes: Inserts (soft armor or hard armor), trauma packs, trauma plates, and protectors (groin, bicep, collar and throat)
<b><i>Product Category Non-ballistic-resistant Accessories</i></b>	This includes: pouches; replacement vest straps; ID patches; Carry bags for vests, shields, and helmets; Helmet non-ballistic face shield, equipment rails, pads, and retention/suspension system; Shield lights, shoulder straps, and logos.
<b><i>Public Record</i></b>	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.
<b><i>Purchasing Entity</i></b>	A state, city, county, district, institution of higher education, and some non-profits who issue an Order against this Master Agreement via their Participating State or Entity's Participating Addendum.
<b><i>Services</i></b>	The labor required to be performed by Contractor pursuant to this Master Agreement or an Order.
<b><i>Soft Armor</i></b>	An item of personal protective equipment constructed of pliable/flexible materials intended to protect the wearer from threats that may include ballistic threats, stabbing, fragmentation, or blunt impact (ASTM Terminology E3005)
<b><i>Solicitation</i></b>	A written offer or attempt to purchase Products and/or Services through an official Proposal, Evaluation, and Award process.
<b><i>Stab Panel</i></b>	A type of armor panel intended to provide stab resistance. (ASTM Terminology E3005)
<b><i>Subcontractor</i></b>	An individual or a business that signs a contract with the Contractor to

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

### 3. NASPO VALUEPOINT PROGRAM PROVISIONS

#### 3.1. Price and Rate Guarantee Period

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

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

## 3.2. Participants and Scope

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



- 3.2.5.** A Participating State or Entity must sign a new Participating Addendum with Contractor, regardless of whether Contractor has signed Participating Addenda under a prior Master Agreement(s).
- 3.2.6.** NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to this Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO ValuePoint cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.
- 3.2.7.** Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor, and any such language shall be void and of no effect:
- a) Term of this Master Agreement;
  - b) Amendments;
  - c) Participants and Scope;
  - d) Administrative Fee;
  - e) NASPO ValuePoint Summary and Detailed Usage Reports;
  - f) NASPO ValuePoint Cooperative Program Marketing and Performance Review;
  - g) NASPO ValuePoint eMarket Center;
  - h) Right to Publish;
  - i) Price and Rate Guarantee Period; and
  - j) Individual Customers.
- 3.2.8.** Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Officer of the state where the Participating Entity is located. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

**3.3. Administrative Fees**

- 3.3.1.** The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter.
- 3.3.2.** The NASPO ValuePoint Administrative Fee is not negotiable.
- 3.3.3.** The Contractor shall report on all actual Body Armor and ballistic-resistant protective product sales.
- 3.3.4.** Some Participating States may require a fee be paid directly to the Participating State on sales made by Purchasing Entities within that state. For all such requests, the fee level, payment method, and schedule for such reports and payments will be incorporated into the Participating Addendum. The Contractor may adjust this Master Agreement pricing accordingly for sales made by Purchasing Entities within the jurisdiction of the Participating State requesting the additional fee.

**3.4. NASPO ValuePoint Summary and Detailed Usage Reports**

The Contractor shall provide the following NASPO ValuePoint reports:

- 3.4.1. Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://calculator.naspovaluepoint.org>. Any/all sales made under the Contract shall be reported as cumulative totals by state, which are inclusive of all line items identified in the Detailed Sales Report. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).
- 3.4.2. Detailed Sales Report.** Contractor shall also report detailed sales data by:
- a) State;
  - b) Customer Type (e.g. local government, higher education, K-12, non-profit);
  - c) Customer bill-to name and address;
  - d) Contractor or authorized agents and Distributors Order number;
  - e) Customer purchase order number;
  - f) Customer number;
  - g) Order type (e.g. sales Order, credit, return, upgrade);
  - h) Purchase order date;
  - i) Ship date;
  - j) Invoice date and number;
  - k) Product number and description
  - l) List Price/MSRP;
  - m) Contract Price;
  - n) Quantity;
  - o) Total Price;
  - p) NASPO ValuePoint Admin Fee amount; and
  - q) Distributor.
- 3.4.3.** Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-Rom or flash drive. Detailed sales reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is shown in **Exhibit D (NASPO ValuePoint Detailed Sales Reporting Template)**.
- 3.4.4.** Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.
- 3.4.5.** Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with, and any PA roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

**3.4.6.** Timely submission of these reports is a material requirement of this Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

**3.5. NASPO ValuePoint Cooperative Program Marketing and Performance Review**

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

**3.6. NASPO ValuePoint eMarket Center**

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

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

**a) Ordering Instructions**

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

**b) Hosted Catalog**

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

**c) Punch-Out Catalog**

- i. The Contractor shall provide its own online catalog, which must be capable of being integrated with the eMarket Center via Commerce eXtensible Markup Language (cXML).



- ii. The Contractor shall validate that its online catalog is current by providing a written update to the Lead State every four (4) months, verifying that they have audited the offered Products and Services pricing.
- iii. The Contractor shall have ninety (90) days from the receipt of the written request, to deliver the Punch-Out Catalog to NASPO ValuePoint.
- iv. The Punch-Out Catalog must be strictly limited to the awarded Products and Services, and must contain the most current approved pricing, including applicable quantity discounts.
- v. The catalog must include a Lead State Contract identification number and detailed Product line item descriptions.
- vi. The site must also return detailed UNSPSC codes for each line item.
- vii. Contractor shall provide e-Quote functionality to facilitate volume discounts.
- viii. The catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. It is possible to have multiple catalogs applicable to different NASPO ValuePoint Participating State or Entities if for example, the Participating State or Entity has incorporated an Administrative Fee into the Contract pricing, or a Participating State or Entity has determined that they will not allow all awarded Products and Services under their Participating Addendum. JAGGAER will deliver the appropriate contract files to the user viewing the catalog.

**3.6.3. Revising Pricing and Products**

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

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

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

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

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

**3.6.6. UNSPSC Requirements**

- a) Contractor shall support use of the United National Standard Product and Services Code (UNSPSC). UNSPSC versions that Contractors must adhere to are provided by JAGGAER and upgraded each year.
- b) NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC, and Contractor shall be required to support the migration effort.
- c) All line items for Products and Services provided under this Master Agreement must be associated to a UNSPSC code.
- d) All line items must be identified at the most detailed UNSPSC level, indicated by segment, family, class, and commodity.

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

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

**3.7. Right to Publish**

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

**3.8. Individual Customers**

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

**4. STATEMENT OF WORK****4.1. Overview**

- 4.1.1. Contractor shall maintain compliance with all requirements of the Master Agreement and shall maintain compliance with all requirements throughout the duration of the Master Agreement.
- 4.1.2. Contractor, distributors and/or agents, must provide trained personnel to take on-site measurements, for products intended to be worn by end users, at Purchasing Entity's designated location. Measurements for body armor must be taken in accordance with ASTM E3003 (most recent version), and measurement procedures include using a tape measure and using sizing vests provided by the vendor.

- 4.1.3. Contractor shall notify the Lead State, Participating Entities and all Purchasing Entities of any recall notices, legal actions, warranty replacements, or any applicable notice regarding the products being sold. Notice must be received in writing (via postal mail or email) within thirty (30) calendar days of vendor learning of such issues. For issues that impact or are likely to impact the health or safety of individuals or entities using Products delivered under a subsequent agreement, vendor shall immediately notify the Purchasing Entity.
- 4.1.4. Contractor shall send notice to the Lead State, utilizing Exhibit B (Agents and Distributors by State) within fourteen (14) calendar days of engaging an agent and/or distributor. The Lead State reserves the right to deny any Agent and/or distributor and will provide notification to the vendor with justification as to why the decision was reached. In addition, it will be at the discretion of each Participating Entity as to whether they will utilize the agents and/or distributors as authorized by the Lead State.

#### 4.2. Product Standards

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

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

#### 4.3. Product Category

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

layered with a specific model(s) of body armor listed on the NIJ Ballistic Armor CPL. The ballistic panels shall have the NIJ mark on the label.

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

#### 4.4. Current Awarded Categories

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

#### 4.5. Product Specifications

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

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

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

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

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

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

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

#### **4.6. Product Recycling**

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

### **5. ADMINISTRATION OF ORDERS**

#### **5.1. Ordering and Invoicing Specifications**

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



- 5.1.5.3. Name, phone number and address of Purchasing Entity
- 5.1.5.4. Order date
- 5.1.5.5. Description of product ordered
- 5.1.5.6. NIJ CPL model designation and threat level.
- 5.1.5.7. Serial number
- 5.1.5.8. Price
- 5.1.5.9. Any additional information required by the Purchasing Entity.

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

## 5.2. Payment

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

## 6. GENERAL PROVISIONS

### 6.1. Insurance

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

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

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

**6.2. Records Administration and Audit**

**6.2.1.** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or Orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any Order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

**6.2.2.** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of this Master Agreement or Orders, or underpayment of fees found as a result of the examination of the Contractor's records.

**6.2.3.** The rights and obligations herein right exist in addition to any quality assurance obligation in this Master Agreement requiring the Contractor to self-audit Contract obligations and that permits the Lead State to review compliance with those obligations.

**6.3. Confidentiality, Non-Disclosure, and Injunctive Relief**

**6.3.1. Confidentiality.** Contractor acknowledges that it and its employees or Authorized Dealers may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or Authorized Dealers in the performance of this Master Agreement, including, but not necessarily limited to:

- a) Any Purchasing Entity's records;
- b) Personnel records;
- c) Information concerning individuals is Confidential Information of Purchasing Entity. Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that:

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

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

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

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

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

**6.4. License of Pre-Existing Intellectual Property**

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

**6.5. Public Information**

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

**6.6. Assignment/Subcontracts**

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

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

**6.7. Changes in Contractor Representation**

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

**6.8. Independent Contractor**

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

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

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

**6.9. Force Majeure**

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

**6.10. Defaults and Remedies**

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

- a) Nonperformance of contractual requirements; or

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

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

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

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

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

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

#### **6.11. Waiver of Breach**

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

#### **6.12. Debarment**

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



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

### **6.13. Indemnification**

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

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

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

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

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

### **6.14. No Waiver of Sovereign Immunity**

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

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

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

**6.15. Governing Law and Venue**

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

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

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

**6.16. Assignment of Antitrust Rights**

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

**6.17. Contract Provisions for Orders Utilizing Federal Funds**

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

**THE PARTIES HERETO HAVE EXECUTED THIS MASTER AGREEMENT**

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

<p style="text-align: center;"><b>CONTRACTOR</b> <b>Point Blank Enterprises, Inc</b></p> <p>By: Hoyt Schmidt Title: EVP of Commercial Business</p> <p>DocuSigned by: By: <u>Hoyt Schmidt</u> *Signature D463EFD86DE7A911</p> <p>Date: <u>11/13/2020</u></p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> <b>Jared Polis, Governor</b> Department of Personnel &amp; Administration State Purchasing &amp; Contracts Office Kara Veitch, Executive Director</p> <p>DocuSigned by: By: <u>John Chapman</u> John Chapman, State Purchasing Manager</p> <p>Date: <u>11/13/2020</u></p>
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**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

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

<p style="text-align: center;"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>DocuSigned by: By: <u>Clark Bolser</u> 29ADEADE71B5433...</p> <p>Date: <u>11/13/2020</u></p>
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**EXHIBIT A, PRODUCT AND PRICE LISTS**

Separate attachment

**EXHIBIT B, AGENTS AND DISTRIBUTORS BY STATE**

Separate attachment

**EXHIBIT C, WARRANTY AND RECYCLING PLAN**

Separate attachment

**EXHIBIT D, NASPO VALUEPOINT DETAILED SALES REPORTING TEMPLATE**

Separate attachment

### EXHIBIT E, CONTRACTOR ATTESTATION

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

Contractor

By: \_\_\_\_\_

DocuSigned by:  
*Hoyt Schmidt*  
D463EFD886  
Signature

Date: 11/13/2020

For each helmet listed in Exhibit A.

Point Blank Enterprises, Inc attests that the PASGT IIIA ballistic-resistant helmet (listed in Exhibit A Product and Price Lists) is in compliance with NIJ Standard 0106.01 when tested with the NIJ ballistic test threats from NIJ Standard 0108.01, Type IIIA, and that the products being sold under this contract are the same ballistic material and design as the test samples evaluated in the provided test report: Point Blank Enterprises 2161-046R2 Test Report Point Blank.pdf (dated 2017)



























Ballistic Shields	Handgun or Rifle Protection	HOQUELLE IIA 2436 CURVED W/ LIGHT (NO VIEWPORT)	SITUATION	N/A	N/A	0138.01	IIA	\$21,400.00	\$21,400.00	44.00%
Ballistic Shields	Handgun or Rifle Protection	HOQUELLE IIA 2436 CURVED W/ LIGHT (NO VIEWPORT)	SITUATION	N/A	N/A	0138.01	IIA	\$6,011	\$6,011	44.00%
Ballistic Shields	Handgun or Rifle Protection	RELATOR IIA 2436 W/ VIEWPORT	SITUSORP	N/A	N/A	0138.01	IIA	\$3,366.16	\$3,366.16	44.00%
Ballistic Shields	Handgun or Rifle Protection	RELATOR IIA 2436 W/ VIEWPORT	SITUSORP	N/A	N/A	0138.01	IIA	\$5,297	\$2,656.32	44.00%
Ballistic Shields	Handgun or Rifle Protection	RELATOR IIA 2436 W/ VIEWPORT & LIGHT	SHESORP	N/A	N/A	0138.01	IIA	\$6,233	\$3,770.48	44.00%
Ballistic Shields	Handgun or Rifle Protection	RELATOR IIA 2436 W/ VIEWPORT & LIGHT	SHESORP	N/A	N/A	0138.01	IIA	\$5,419	\$3,051.44	44.00%
Ballistic Shields	Handgun or Rifle Protection	RELATOR IIA 2436 W/ VIEWPORT & EXTENDED HANDLE	SHESORP	N/A	N/A	0138.01	IIA	\$5,883	\$3,855.60	44.00%
Ballistic Shields	Handgun or Rifle Protection	RELATOR IIA 2436 W/ VIEWPORT & EXTENDED HANDLE	SHESORP	N/A	N/A	0138.01	IIA	\$5,327	\$3,081.12	44.00%
Ballistic Shields	Handgun or Rifle Protection	RELATOR IIA 2436 W/ VIEWPORT & EXTENDED HANDLE	SHESORP	N/A	N/A	0138.01	IIA	\$5,329	\$3,180.24	44.00%
Ballistic Shields	Handgun or Rifle Protection	RELATOR III 2975 3P VIEWPORT	SHESORP	N/A	N/A	0138.01	II	\$3,975	\$2,057.89	44.00%
Ballistic Shields	Handgun or Rifle Protection	RELATOR III 2975 3P VIEWPORT	SHESORP	N/A	N/A	0138.01	II	\$4,134	\$2,328.05	44.00%
Ballistic Shields	Handgun or Rifle Protection	RELATOR III 2975 3P VIEWPORT	SHESORP	N/A	N/A	0138.01	II	\$1,289	\$6,344.80	44.00%
Ballistic Shields	Handgun or Rifle Protection	RELATOR III 2975 3P VIEWPORT	SHESORP	N/A	N/A	0138.01	II	\$13,158	\$2,744.56	44.00%
Ballistic Shields	Handgun or Rifle Protection	PROLARK IIA 2436 W/ VIEWPORT	SHESORP	N/A	N/A	0138.01	IIA	\$5,386	\$3,376.16	44.00%
Ballistic Shields	Handgun or Rifle Protection	PROLARK IIA 2436 W/ LIGHT & VIEWPORT	SHESORP	N/A	N/A	0138.01	IIA	\$9,254	\$5,182.24	44.00%
Ballistic Shields	Handgun or Rifle Protection	PROLARK IIA 2436 (NO VIEWPORT)	SHESORP	N/A	N/A	0138.01	IIA	\$5,358	\$3,000.48	44.00%
Ballistic Shields	Handgun or Rifle Protection	PROLARK IIA 2436 W/ LIGHT (NO VIEWPORT)	SHESORP	N/A	N/A	0138.01	IIA	\$7,616	\$4,031.26	44.00%
Ballistic Shields	Handgun or Rifle Protection	PROLARK II 200 3P W/ VIEWPORT	SHESORP	N/A	N/A	0138.01	II	\$15,329	\$8,584.24	44.00%
Ballistic Shields	Handgun or Rifle Protection	PROLARK II 200 3P W/ LIGHT & VIEWPORT	SHESORP	N/A	N/A	0138.01	II	\$17,829	\$9,984.44	44.00%
Ballistic Shields	Handgun or Rifle Protection	PROLARK II 200 3P (NO VIEWPORT)	SHESORP	N/A	N/A	0138.01	II	\$13,981	\$7,450.36	44.00%
Ballistic Shields	Handgun or Rifle Protection	PROLARK II 200 3P W/ LIGHT (NO VIEWPORT)	SHESORP	N/A	N/A	0138.01	II	\$16,985	\$8,220.35	44.00%
Ballistic Shields	Handgun or Rifle Protection	PROLARK II 200 3P W/ VIEWPORT, NO LIGHT	SHESORP	N/A	N/A	0138.01	IIA	\$5,111	\$2,882.16	44.00%
Ballistic Shields	Handgun or Rifle Protection	PROLARK II 200 3P W/ VIEWPORT & LIGHT	SHESORP	N/A	N/A	0138.01	IIA	\$5,271	\$3,119.76	44.00%
Ballistic Shields	Handgun or Rifle Protection	PROLARK II 200 3P W/ VIEWPORT, NO LIGHT	SHESORP	N/A	N/A	0138.01	IIA	\$1,709	\$1,077.24	44.00%
Ballistic Shields	Handgun or Rifle Protection	PROLARK II 200 3P W/ VIEWPORT, NO LIGHT	SHESORP	N/A	N/A	0138.01	IIA	\$5,579	\$3,884.24	44.00%
Ballistic Shields	Handgun or Rifle Protection	PROLARK II 200 3P W/ VIEWPORT, NO LIGHT	SHESORP	N/A	N/A	0138.01	II	\$15,556	\$9,327.36	44.00%
Ballistic Shields	Handgun or Rifle Protection	PROLARK II 200 3P W/ VIEWPORT, NO LIGHT	SHESORP	N/A	N/A	0138.01	II	\$16,428	\$10,319.68	44.00%
Ballistic Shields	Handgun or Rifle Protection	PROLARK II 200 3P W/ VIEWPORT, NO LIGHT	SHESORP	N/A	N/A	0138.01	II	\$4,438	\$7,973.28	44.00%
Ballistic Shields	Handgun or Rifle Protection	PROLARK II 200 3P W/ VIEWPORT, NO LIGHT	SHESORP	N/A	N/A	0138.01	II	\$17,189	\$9,597.84	44.00%
Ballistic Shields	Handgun or Rifle Protection	PROLARK II 200 3P W/ VIEWPORT, NO LIGHT	SHESORP	N/A	N/A	0138.01	II	\$12,230	\$9,034.40	44.00%
Ballistic Shields	Handgun or Rifle Protection	PROLARK II 200 3P W/ VIEWPORT, NO LIGHT	SHESORP	N/A	N/A	0138.01	II	\$18,782	\$10,517.92	44.00%
Ballistic Shields	Handgun or Rifle Protection	PROLARK II 200 3P W/ VIEWPORT, NO LIGHT	SHESORP	N/A	N/A	0138.01	II	\$15,297	\$8,986.32	44.00%
Ballistic Shields	Handgun or Rifle Protection	PROLARK II 200 3P W/ LIGHT (NO VIEWPORT)	SHESORP	N/A	N/A	0138.01	II	\$17,246	\$9,124.20	44.00%
Ballistic Shields	Handgun or Rifle Protection	PROLARK II 200 3P W/ VIEWPORT, NO LIGHT	SHESORP	N/A	N/A	0138.01	II	\$16,655	\$9,227.28	44.00%
Ballistic Shields	Handgun or Rifle Protection	PROLARK II 200 3P W/ VIEWPORT, NO LIGHT	SHESORP	N/A	N/A	0138.01	II	\$18,428	\$10,310.88	44.00%
Ballistic Shields	Handgun or Rifle Protection	PROLARK II 200 3P W/ VIEWPORT, NO LIGHT	SHESORP	N/A	N/A	0138.01	II	\$12,129	\$9,597.84	44.00%
Ballistic Shields	Handgun or Rifle Protection	PROLARK II 200 3P W/ VIEWPORT, NO LIGHT	SHESORP	N/A	N/A	0138.01	II	\$14,138	\$7,873.28	44.00%
Ballistic Shields	Handgun or Rifle Protection	PROLARK II 200 3P W/ VIEWPORT, NO LIGHT	SHESORP	N/A	N/A	0138.01	II	\$17,252	\$9,065.36	44.00%
Ballistic Shields	Handgun or Rifle Protection	PROLARK II 2136 W/ VIEWPORT, NO LIGHT	SHESORP	N/A	N/A	0138.01	II	\$1,252	\$2,524.80	44.00%
Ballistic Shields	Handgun or Rifle Protection	PROLARK II 2136 W/ VIEWPORT, NO LIGHT	SHESORP	N/A	N/A	0138.01	II	\$1,252	\$2,524.80	44.00%
Ballistic Shields	Handgun or Rifle Protection	PROLARK II 2136 W/ VIEWPORT, NO LIGHT	SHESORP	N/A	N/A	0138.01	II	\$19,256	\$11,844.24	44.00%
Ballistic Shields	Handgun or Rifle Protection	PROLARK II 2136 W/ VIEWPORT, NO LIGHT	SHESORP	N/A	N/A	0138.01	II	\$12,204	\$7,124.24	44.00%
Ballistic Shields	Handgun or Rifle Protection	PROLARK II 2136 W/ VIEWPORT, NO LIGHT	SHESORP	N/A	N/A	0138.01	II	\$18,236	\$11,038.16	44.00%
Ballistic Shields	Handgun or Rifle Protection	PROLARK II 2136 W/ VIEWPORT, NO LIGHT	SHESORP	N/A	N/A	0138.01	II	\$20,629	\$11,500.88	44.00%
Ballistic Shields	Handgun or Rifle Protection	PROLARK II 2136 W/ VIEWPORT, NO LIGHT	SHESORP	N/A	N/A	0138.01	II	\$18,674	\$10,967.44	44.00%
Ballistic Shields	Handgun or Rifle Protection	PROLARK II 2136 W/ VIEWPORT, NO LIGHT	SHESORP	N/A	N/A	0138.01	II	\$18,925	\$10,598.56	44.00%

Non-Market Basket - Items that do not have standards

Attachment A

Product	Type	Manufacturer (Brand and Series)	Description	Manufacturer Catalog #	Gender (M=Male, N=Neutral, F=Female)	MSRP	BID Price	% Discount
Trauma Pack	Soft	Point Blank	5x8 Soft Trauma Insert	TT1GENSBOR	N/A	\$57.00	\$30.78	46%
Trauma Pack	Soft	Point Blank	8x10 Soft Trauma Insert	TT1GENROR	N/A	\$94.00	\$50.76	46%
Trauma Pack	Hard	Point Blank	5x8 Hard Trauma Insert	TT1MET1BOS	N/A	\$51.00	\$27.54	46%
Trauma Pack	Hard	Point Blank	8x10 Hard Trauma Insert	TT1MET1OOS	N/A	\$86.00	\$46.44	46%
Trauma Plate	Hard	Point Blank	FEMALE SPEED PLATE, 5X7 SINGLE-CURVE FULL SIZE	PLT0025CRN	F	\$173.00	\$96.80	44%
Trauma Plate	Hard	Point Blank	FEMALE SPEED PLATE, 5X8 SINGLE-CURVE FULL SIZE	PLT0105CRN	F	\$187.00	\$104.72	44%
Trauma Plate	Hard	Point Blank	FEMALE SPEED PLATE, 5X8 SINGLE-CURVE FULL SIZE	PLT0045CRN	F	\$220.00	\$123.20	44%
Trauma Plate	Hard	Point Blank	FEMALE SPEED PLATE, 7X10 SINGLE-CURVE FULL SIZE	PLT0115CRN	F	\$276.00	\$154.56	44%
Trauma Plate	Hard	Point Blank	MALE SPEED PLATE, 5X8 MULTI-CURVE FULL SIZE	PLT0115CRN	M	\$173.00	\$96.88	44%
Trauma Plate	Hard	Point Blank	MALE SPEED PLATE, 6X8 MULTI-CURVE FULL SIZE	PLT0125CRN	M	\$185.00	\$103.60	44%
Trauma Plate	Hard	Point Blank	MALE SPEED PLATE, 7X9 MULTI-CURVE FULL SIZE	PLT0135CRN	M	\$220.00	\$123.20	44%
Trauma Plate	Hard	Point Blank	MALE SPEED PLATE, 7X10 MULTI-CURVE FULL SIZE	PLT0145CRN	M	\$226.00	\$126.56	44%
Trauma Plate	Hard	Point Blank	MALE SPEED PLATE, 7X10 MULTI-CURVE FULL SIZE	PLT0155CRN	M	\$231.00	\$129.36	44%
Trauma Plate	Hard	Point Blank	MALE SPEED PLATE, 10X12 MULTI-CURVE SHOOTER'S CUT	PLT0165CRN	M	\$262.00	\$146.72	44%
Trauma Plate	Hard	Point Blank	MALE SPEED PLATE, 10X12 MULTI-CURVE SHOOTER'S CUT	PLT0185CRN	M	\$395.00	\$189.84	44%
Trauma Plate	Hard	Point Blank	3002S SPEED PLUS, 5X7, SINGLE-CURVE	PLT4505CFQ	M/F	\$605.00	\$326.04	46%
Trauma Plate	Hard	Point Blank	3002S SPEED PLUS, 5X8, SINGLE-CURVE	PLT4515CFQ	M/F	\$635.00	\$339.60	46%
Trauma Plate	Hard	Point Blank	3002S SPEED PLUS, 5X8, SINGLE-CURVE	PLT4615CFQ	M/F	\$652.00	\$344.72	46%
Trauma Plate	Hard	Point Blank	3002S SPEED PLUS, 5X8, SINGLE-CURVE	PLT4525CFQ	M/F	\$651.00	\$348.54	46%
Trauma Plate	Hard	Point Blank	3002S SPEED PLUS, 7X9, SINGLE-CURVE	PLT4535CFQ	M/F	\$602.00	\$337.12	44%
Trauma Plate	Hard	Point Blank	3002S SPEED PLUS, 8X10, MULTI-CURVE SHOOTER'S CUT	PLT4545CFQ	M/F	\$678.00	\$378.56	44%
Trauma Plate	Hard	Point Blank	3002S SPEED PLUS, 10X12, MULTI-CURVE SHOOTER'S CUT	PLT4555CFQ	M/F	\$796.00	\$445.76	44%
Trauma Plate	Hard	Point Blank	OMEGA ICW, 5X8 SPECIAL THREAT FULL SIZE	PLT0155CRN	M/F	\$522.00	\$292.32	44%
Trauma Plate	Hard	Point Blank	OMEGA ICW, 6X8 SPECIAL THREAT FULL SIZE	PLT0165CRN	M/F	\$606.00	\$339.36	44%
Trauma Plate	Hard	Point Blank	OMEGA FEMALE ICW, 6X8 SPECIAL THREAT FULL SIZE	PLT0175CRN	M/F	\$606.00	\$339.36	44%
Trauma Plate	Hard	Point Blank	OMEGA ICW, 7X9 SPECIAL THREAT FULL SIZE	PLT0185CRN	M/F	\$742.00	\$415.32	44%
Trauma Plate	Hard	Point Blank	OMEGA FEMALE ICW, 7X9 SPECIAL THREAT FULL SIZE	PLT0195CRN	M/F	\$742.00	\$415.32	44%
Trauma Plate	Hard	Point Blank	OMEGA ICW, 8X10 SPECIAL THREAT SHOOTER'S CUT	PLT0195CRN	M/F	\$876.00	\$490.56	44%
Trauma Plate	Hard	Point Blank	OMEGA ICW, 10X12 SPECIAL THREAT SHOOTER'S CUT	PLT0205CRN	M/F	\$1,193.00	\$668.08	44%
Trauma Plate	Hard	Point Blank	OMEGA PLUS ICW, 8X10	PLT0M68X10	M/F	\$485.00	\$271.60	44%
Trauma Plate	Hard	Point Blank	OMEGA PLUS ICW, 10X12	PLT0M10X12	M/F	\$569.00	\$318.64	44%
Trauma Plate	Hard	Point Blank	40260 ESAPI SPECIAL THREAT PLATE SIZE SM	40260SA-SM-CD	M/F	\$1,731.00	\$969.36	44%
Trauma Plate	Hard	Point Blank	40260 ESAPI SPECIAL THREAT PLATE SIZE MD	40260SA-MD-CD	M/F	\$1,748.00	\$978.88	44%
Trauma Plate	Hard	Point Blank	40260 ESAPI SPECIAL THREAT PLATE SIZE ML	40260SA-ML-CD	M/F	\$1,763.00	\$987.28	44%
Trauma Plate	Hard	Point Blank	40260 ESAPI SPECIAL THREAT PLATE SIZE LG	40260SA-LG-CD	M/F	\$1,780.00	\$996.80	44%
Trauma Plate	Hard	Point Blank	40260 ESAPI SPECIAL THREAT PLATE SIZE XL	40260SA-XL-CD	M/F	\$1,796.00	\$1,005.76	44%
Trauma Plate	Hard	Point Blank	50260 STAND ALONE 10X12	50260SA-10X12-CD	M/F	\$2,676.00	\$1,498.56	44%
Trauma Plate	Hard	Point Blank	50260 STAND ALONE 8X10	50260SA-8X10-CD	M/F	\$2,445.00	\$1,368.20	44%
Trauma Plate	Hard	Point Blank	50260 STAND ALONE 6x6	50260SA-6x6	M/F	\$1,015.00	\$570.64	44%
Trauma Plate	Hard	Point Blank	SPLT600 STEEL PLATE SIZE, 5X8 FULL SIZE	PLT600S800	M/F	\$222.00	\$123.74	44%
Trauma Plate	Hard	Point Blank	SPLT600 STEEL PLATE SIZE, 6X8 FULL SIZE	PLT600S600	M/F	\$213.00	\$119.28	44%
Trauma Plate	Hard	Point Blank	SPLT600 STEEL PLATE SIZE, 7X9 FULL SIZE	PLT6007900	M/F	\$160.00	\$145.50	44%
Trauma Plate	Hard	Point Blank	SPLT600 STEEL PLATE SIZE, 8X10 SHOOTER'S CUT	PLT6008100	M/F	\$279.00	\$156.24	44%
Trauma Plate	Hard	Point Blank	SPLT600 STEEL PLATE SIZE, 8X10 SHOOTER'S CUT	PLT600810F	M/F	\$280.00	\$156.80	44%
Trauma Plate	Hard	Point Blank	SPLT600 STEEL PLATE SIZE, 10X12 SHOOTER'S CUT	PLT6001012	M/F	\$304.00	\$170.24	44%
Trauma Plate	Hard	Point Blank	SPLT600 STEEL PLATE SIZE, 10X12 SHOOTER'S CUT	PLT6001012S	M/F	\$303.00	\$169.68	44%
Trauma Plate	Hard	Point Blank	SPLT600 STEEL PLATE SIZE, 10X12 SWIMMER'S CUT	PLT6001012S	M/F	\$300.00	\$168.00	44%
Trauma Plate	Hard	Point Blank	LV6900X SIDE PLATE, 6X6	PLT460MHEA	M/F	\$989.00	\$542.64	45%
Trauma Plate	Hard	Point Blank	LV6900X X-SMALL	PLT451MHEA	M/F	\$1,626.00	\$1,078.56	44%
Trauma Plate	Hard	Point Blank	LV6900X SMALL	PLT452MHEA	M/F	\$1,890.00	\$1,080.20	42%
Trauma Plate	Hard	Point Blank	LV6900X MEDIUM	PLT453MHEA	M/F	\$1,985.00	\$1,111.60	44%
Trauma Plate	Hard	Point Blank	LV6900X LARGE	PLT454MHEA	M/F	\$2,106.00	\$1,179.36	44%
Trauma Plate	Hard	Point Blank	LV6900X X-LARGE	PLT455MHEA	M/F	\$2,183.00	\$1,222.48	44%
Trauma Plate	Hard	Point Blank	LV7000 10X12 SHOOTER'S CUT	PLT463MHEA	M/F	\$3,210.00	\$1,677.60	44%
Trauma Plate	Hard	Point Blank	9900 6X8 SIDE PLATE SINGLE-CURVE (MIL SPEC)	PLT3705CRC	M/F	\$1,233.00	\$690.48	44%
Trauma Plate	Hard	Point Blank	9900 6X8 SIDE PLATE SINGLE-CURVE (MIL SPEC)	PLT3715CRC	M/F	\$1,368.00	\$766.08	44%
Trauma Plate	Hard	Point Blank	9900 7X8 FULL SIZE SINGLE-CURVE (MIL SPEC)	PLT3725CRC	M/F	\$1,505.00	\$847.80	44%
Trauma Plate	Hard	Point Blank	9900 X5 ESAPI MULTI-CURVE (MIL SPEC)	PLT373MCEC	M/F	\$1,915.00	\$1,072.40	44%





Insert	Soil	Point Blank	ORIGIN CONCEALABLE FRONT & BACK PANELS BIL-5	OG12BSC05	M/F	\$476.00	\$70.74	44%
Insert	Soil	Point Blank	ORIGIN PLATE CORNER STOP AND GAP STOP PANELS AXBIL-1	OG12AP05	M	\$2,579.00	\$1,444.76	44%
Insert	Soil	Point Blank	ORIGIN PLATE CORNER STOP AND GAP STOP PANELS AXBIL-1	OG12AP05	M	\$2,486.00	\$1,425.56	44%
Insert	Soil	Point Blank	ORIGIN PLATE CORNER STOP AND GAP STOP PANELS BIL-2	OG12BPC05	M	\$2,213.00	\$1,235.28	44%
Insert	Soil	Point Blank	ORIGIN PLATE CORNER STOP AND GAP STOP PANELS BIL-2	OG12BPC05	M	\$2,235.00	\$1,251.69	44%
Insert	Soil	Point Blank	ORIGIN PLATE CORNER STOP AND GAP STOP PANELS BIL-3	OG12BPC05	M	\$2,005.00	\$1,123.56	44%
Insert	Soil	Point Blank	ORIGIN AMMON CARTRIDGE FRONT, BACK, SIDE AND GAP STOP PANELS AXBIL-1	OG12AM05	M	\$2,817.00	\$2,697.57	44%
Insert	Soil	Point Blank	ORIGIN AMMON CARTRIDGE FRONT, BACK, SIDE AND GAP STOP PANELS AXBIL-1	OG12AM05	M	\$3,089.00	\$2,614.64	44%
Insert	Soil	Point Blank	ORIGIN AMMON CARTRIDGE FRONT, BACK, SIDE AND GAP STOP PANELS BIL-2	OG12AM05	M	\$3,953.00	\$2,213.68	44%
Insert	Soil	Point Blank	ORIGIN AMMON CARTRIDGE FRONT, BACK, SIDE AND GAP STOP PANELS BIL-2	OG12AM05	M	\$4,232.00	\$2,259.97	44%
Insert	Soil	Point Blank	ORIGIN AMMON CARTRIDGE FRONT, BACK, SIDE AND GAP STOP PANELS BIL-3	OG12AM05	M	\$4,350.00	\$1,929.04	44%
Insert	Soil	Point Blank	ORIGIN ACCESSORY PHASE #1 (AMMONITE & PALLADIUM) AXBIL-1	OG12AO15	N/A	\$1,224.00	\$595.44	44%
Insert	Soil	Point Blank	ORIGIN ACCESSORY PHASE #1 (AMMONITE & PALLADIUM) AXBIL-1	OG12AO15	N/A	\$1,179.00	\$662.24	44%
Insert	Soil	Point Blank	ORIGIN ACCESSORY PHASE #1 (AMMONITE & PALLADIUM) BIL-2	OG12BA15	N/A	\$924.00	\$515.76	44%
Insert	Soil	Point Blank	ORIGIN ACCESSORY PHASE #1 (AMMONITE & PALLADIUM) BIL-2	OG12BA15	N/A	\$998.00	\$528.88	44%
Insert	Soil	Point Blank	ORIGIN ACCESSORY PHASE #1 (AMMONITE & PALLADIUM) BIL-3	OG12BA15	N/A	\$785.00	\$493.66	44%
Insert	Soil	Point Blank	ORIGIN ACCESSORY PHASE #1.5 (AOD BICERS, DETONOS, THROAT) AXBIL-1	OG12AOV05	N/A	\$3,308.00	\$3,182.48	44%
Insert	Soil	Point Blank	ORIGIN ACCESSORY PHASE #1.5 (AOD BICERS, DETONOS, THROAT) AXBIL-1	OG12AOV05	N/A	\$3,045.00	\$1,795.20	44%
Insert	Soil	Point Blank	ORIGIN ACCESSORY PHASE #1.5 (AOD BICERS, DETONOS, THROAT) BIL-2	OG12AOV05	N/A	\$2,613.00	\$1,494.40	44%
Insert	Soil	Point Blank	ORIGIN ACCESSORY PHASE #1.5 (AOD BICERS, DETONOS, THROAT) BIL-2	OG12AOV05	N/A	\$2,983.00	\$1,551.94	44%
Insert	Soil	Point Blank	ORIGIN ACCESSORY PHASE #1.5 (AOD BICERS, DETONOS, THROAT) BIL-3	OG12AOV05	N/A	\$2,183.00	\$959.92	44%
Insert	Soil	Point Blank	ORIGIN ACCESSORY PHASE #1.5 (AOD BICERS, DETONOS, THROAT) BIL-3	OG12AOV05	N/A	\$3,068.00	\$2,397.32	44%
Insert	Soil	Point Blank	ORIGIN ACCESSORY PHASE #1.5 (AOD BICERS, DETONOS, THROAT) AXBIL-1	OG12AOV05	N/A	\$4,282.00	\$2,712.40	44%
Insert	Soil	Point Blank	ORIGIN ACCESSORY PHASE #1.5 (AOD BICERS, DETONOS, THROAT) AXBIL-1	OG12AOV05	N/A	\$4,243.00	\$1,868.16	44%
Insert	Soil	Point Blank	ORIGIN ACCESSORY PHASE #1.5 (AOD BICERS, DETONOS, THROAT) AXBIL-2	OG12BAV05	N/A	\$4,243.00	\$1,868.16	44%
Insert	Soil	Point Blank	ORIGIN ACCESSORY PHASE #1.5 (AOD BICERS, DETONOS, THROAT) AXBIL-2	OG12BAV05	N/A	\$3,545.00	\$1,855.76	44%
Insert	Soil	Point Blank	ORIGIN ACCESSORY PHASE #1.5 (AOD BICERS, DETONOS, THROAT) AXBIL-2	OG12BAV05	N/A	\$2,998.00	\$1,459.76	44%
Insert	Soil	Point Blank	ORIGIN ACCESSORY PHASE #1.5 (AOD BICERS, DETONOS, THROAT) AXBIL-3	OG12BAV05	N/A	\$4,932.00	\$2,772.12	44%
Insert	Soil	Point Blank	ORIGIN ACCESSORY PHASE #1.5 (AOD BICERS, DETONOS, THROAT) AXBIL-3	OG12BAV05	N/A	\$4,865.00	\$2,726.80	44%
Insert	Soil	Point Blank	ORIGIN ACCESSORY PHASE #1.5 (AOD BILT AND LOWER ADAPTER) AXBIL-1	OG12AA05	N/A	\$4,185.00	\$2,332.40	44%
Insert	Soil	Point Blank	ORIGIN ACCESSORY PHASE #1.5 (AOD BILT AND LOWER ADAPTER) BIL-2	OG12AA05	N/A	\$3,810.00	\$2,150.00	44%
Insert	Soil	Point Blank	ORIGIN ACCESSORY PHASE #1.5 (AOD BILT AND LOWER ADAPTER) BIL-2	OG12AA05	N/A	\$3,810.00	\$1,929.26	44%
Insert	Soil	Point Blank	ORIGIN ACCESSORY PHASE #1.5 (AOD BILT AND LOWER ADAPTER) BIL-3	OG12AA05	N/A	\$2,983.00	\$1,459.76	44%
Insert	Soil	Point Blank	ORIGIN ACCESSORY PHASE #1.5 (AOD BILT AND LOWER ADAPTER) BIL-3	OG12AA05	N/A	\$3,024.00	\$2,372.12	44%
Insert	Soil	Point Blank	ORIGIN ACCESSORY PHASE #1.5 (AOD THIBS, POSTERIOR, AD POLICE, BELT & MISC. STRAPS) AXBIL-1	OG12AT05	N/A	\$855.00	\$478.80	44%
Insert	Soil	Point Blank	ORIGIN ACCESSORY PHASE #1.5 (AOD THIBS, POSTERIOR, AD POLICE, BELT & MISC. STRAPS) AXBIL-1	OG12AT05	N/A	\$812.00	\$459.60	44%
Insert	Soil	Point Blank	ORIGIN ACCESSORY PHASE #1.5 (AOD THIBS, POSTERIOR, AD POLICE, BELT & MISC. STRAPS) BIL-2	OG12AT05	N/A	\$729.00	\$409.32	44%
Insert	Soil	Point Blank	ORIGIN ACCESSORY PHASE #1.5 (AOD THIBS, POSTERIOR, AD POLICE, BELT & MISC. STRAPS) BIL-2	OG12AT05	N/A	\$692.00	\$371.52	44%
Insert	Soil	Point Blank	ORIGIN ACCESSORY PHASE #1.5 (AOD THIBS, POSTERIOR, AD POLICE, BELT & MISC. STRAPS) BIL-3	OG12AT05	N/A	\$580.00	\$312.80	44%
Insert	Soil	Point Blank	ORIGIN ACCESSORY PHASE #1.5 (AOD THIBS, POSTERIOR, AD POLICE, BELT & MISC. STRAPS) BIL-3	OG12AT05	N/A	\$580.00	\$2,968.00	44%
Insert	Soil	Point Blank	ORIGIN BELT AXBIL-1	OG12AB05	N/A	\$855.00	\$478.80	44%
Insert	Soil	Point Blank	ORIGIN BELT AXBIL-1	OG12AB05	N/A	\$812.00	\$459.60	44%
Insert	Soil	Point Blank	ORIGIN BELT BIL-2	OG12AB05	N/A	\$729.00	\$409.32	44%
Insert	Soil	Point Blank	ORIGIN BELT BIL-2	OG12AB05	N/A	\$692.00	\$371.52	44%
Insert	Soil	Point Blank	ORIGIN BELT BIL-3	OG12AB05	N/A	\$580.00	\$312.80	44%
Insert	Soil	Point Blank	ORIGIN BELT BIL-3	OG12AB05	N/A	\$580.00	\$2,968.00	44%
Procedur	Soil	Point Blank	Cable (Diagnostic, International and Operator) AXBIL-1	GOZAMR01	M/F	\$123.00	\$56.26	44%
Procedur	Soil	Point Blank	Cable (Diagnostic, International and Operator) AXBIL-1	GOZAMR01	M/F	\$165.00	\$92.40	44%
Procedur	Soil	Point Blank	Cable (Diagnostic, International and Operator) BIL-2	GOZAMR01	M/F	\$228.00	\$127.68	44%
Procedur	Soil	Point Blank	Cable (Diagnostic, International and Operator) BIL-2	GOZAMR01	M/F	\$197.00	\$110.32	44%
Procedur	Soil	Point Blank	Cable (Diagnostic, International and Operator) BIL-3	GOZAMR01	M/F	\$188.00	\$94.08	44%
Procedur	Soil	Point Blank	Cable (Diagnostic, International and Operator) BIL-3	GOZAMR01	M/F	\$171.00	\$85.78	44%
Procedur	Soil	Point Blank	Treat (Diagnostic, International and Operator) AXBIL-1	TRZAMR09	M/F	\$180.00	\$103.80	44%
Procedur	Soil	Point Blank	Treat (Diagnostic, International and Operator) AXBIL-1	TRZAMR09	M/F	\$172.00	\$95.27	44%
Procedur	Soil	Point Blank	Treat (Diagnostic, International and Operator) BIL-2	TRZAMR09	M/F	\$145.00	\$80.88	44%
Procedur	Soil	Point Blank	Treat (Diagnostic, International and Operator) BIL-2	TRZAMR09	M/F	\$111.00	\$61.80	44%
Procedur	Soil	Point Blank	Treat (Diagnostic, International and Operator) BIL-3	TRZAMR09	M/F	\$59.52	\$32.52	44%
Procedur	Soil	Point Blank	Beags Set of 2 (Diagnostic, International and Operator) AXBIL-1	BILABR03	M/F	\$786.00	\$413.36	44%
Procedur	Soil	Point Blank	Beags Set of 2 (Diagnostic, International and Operator) AXBIL-1	BILABR03	M/F	\$720.00	\$403.20	44%
Procedur	Soil	Point Blank	Beags Set of 2 (Diagnostic, International and Operator) BIL-2	BILBR050	M/F	\$652.00	\$339.36	44%
Procedur	Soil	Point Blank	Beags Set of 2 (Diagnostic, International and Operator) BIL-2	BILBR050	M/F	\$529.00	\$276.54	44%
Procedur	Soil	Point Blank	Beags Set of 2 (Diagnostic, International and Operator) BIL-3	BILBR050	M/F	\$478.00	\$252.38	44%
Procedur	Soil	Point Blank	Beags Set of 2 (Diagnostic, International and Operator) BIL-3	BILBR050	M/F	\$461.00	\$238.16	44%
Procedur	Soil	Point Blank	Universal Beag Adapter For other Tactical Vests	UBR00001	M/F	\$51.00	\$26.35	44%
Procedur	Soil	Point Blank	Universal Beag Adapter For other Tactical Vests	UBR00001	M/F	\$31.00	\$16.16	44%
Procedur	Soil	Point Blank	Shoulders Set of 2 (Diagnostic, International and Operator) AXBIL-1	PAZAD09H	M/F	\$511.00	\$269.52	44%
Procedur	Soil	Point Blank	Shoulders Set of 2 (Diagnostic, International and Operator) AXBIL-1	PAZAD09H	M/F	\$493.00	\$253.52	44%



Protector	Soft	Point Blank	SRV Components- Shoulder Trap (Set of 2) XPIA-1	SRV001SH	M/F	\$327.00	\$271.20	44%
Protector	Soft	Point Blank	SRV Components- Shoulder Trap (Set of 2) BCIIA-1	SRV002SH	M/F	\$284.00	\$114.40	44%
Protector	Soft	Point Blank	SRV Components- Shoulder Trap (Set of 2) CIA-3	SRV003SH	M/F	\$318.00	\$112.80	44%
Protector	Soft	Point Blank	SRV Components- Shoulder Trap (Set of 2) AXI-4	SRV004SH	M/F	\$283.00	\$141.28	44%
Protector	Soft	Point Blank	SRV Components- Biops (Set of 2) AXIIA-1	BU001DSI	M/F	\$898.00	\$502.88	44%
Protector	Soft	Point Blank	SRV Components- Biops (Set of 2) AXIIA-2	BU002DSI	M/F	\$855.00	\$478.80	44%
Protector	Soft	Point Blank	SRV Components- Biops (Set of 2) BIIIA-2	BU003DSI	M/F	\$852.00	\$381.44	44%
Protector	Soft	Point Blank	SRV Components- Biops (Set of 2) BIIIA-1	BU004DSI	M/F	\$974.00	\$381.44	44%
Protector	Soft	Point Blank	SRV Components- Biops (Set of 2) AXIIA-3	BU005DSI	M/F	\$912.00	\$569.92	44%
Protector	Soft	Point Blank	SRV Components- Biops (Set of 2) AXI-4	BU006DSI	M/F	\$412.00	\$292.24	44%
Protector	Soft	Point Blank	SRV Components- Biops (Set of 2) BII-5	BU007DSI	M/F	\$580.00	\$260.00	44%
Protector	Soft	Point Blank	SRV Components- Lower AbBack (Set of 2) AXIIBIA	LR001DSI	M/F	\$472.00	\$264.32	44%
Protector	Soft	Point Blank	SRV Components- Lower AbBack (Set of 2) AXIIBIA-1	LR002DSI	M/F	\$150.00	\$452.00	44%
Protector	Soft	Point Blank	SRV Components- Lower AbBack (Set of 2) BIIIA-2	LR003DSI	M/F	\$380.00	\$312.80	44%
Protector	Soft	Point Blank	SRV Components- Lower AbBack (Set of 2) XPIIA-1	LR004DSI	M/F	\$383.00	\$186.48	44%
Protector	Soft	Point Blank	SRV Components- Lower AbBack (Set of 2) CIA-3	LR005DSI	M/F	\$285.00	\$148.40	44%
Protector	Soft	Point Blank	SRV Components- Lower AbBack (Set of 2) CIA-2	LR006DSI	M/F	\$329.00	\$165.04	44%
Protector	Soft	Point Blank	SRV Components- Lower AbBack (Set of 2) AXI-4	LR007DSI	M/F	\$397.00	\$222.32	44%
Protector	Soft	Point Blank	SRV Components- Lower AbBack (Set of 2) BII-5	LR008DSI	M/F	\$264.00	\$148.96	44%
Protector	Soft	Point Blank	SRV Components- Standard Groin AXIIBIA	GR001DSI	M/F	\$384.00	\$215.04	44%
Protector	Soft	Point Blank	SRV Components- Standard Groin AXIIBIA-1	GR002DSI	M/F	\$361.00	\$258.80	44%
Protector	Soft	Point Blank	SRV Components- Standard Groin BIIIA-2	GR003DSI	M/F	\$286.00	\$159.28	44%
Protector	Soft	Point Blank	SRV Components- Standard Groin XPIIA-1	GR004DSI	M/F	\$334.00	\$182.64	44%
Protector	Soft	Point Blank	SRV Components- Standard Groin BIIIA-1	GR005DSI	M/F	\$246.00	\$144.40	44%
Protector	Soft	Point Blank	SRV Components- Standard Groin CIA-3	GR006DSI	M/F	\$212.00	\$117.68	44%
Protector	Soft	Point Blank	SRV Components- Standard Groin AXI-4	GR007DSI	M/F	\$215.00	\$111.36	44%
Protector	Soft	Point Blank	SRV Components- Standard Groin BII-5	GR008DSI	M/F	\$260.00	\$134.40	44%
Protector	Soft	Point Blank	SRV Components- Biops (Set of 2)	UB001DSI	M/F	\$51.00	\$28.56	44%
Protector	Soft	Point Blank	SRV Components- Quick Release Kits	2T1000KIT	M/A	\$218.00	\$132.18	44%
Protector	Soft	Point Blank	SRV Components- Nylon Front * SR Biops, Triple Mfg MFS	SR000DSI	M/A	\$141.00	\$102.48	44%
Protector	Soft	Point Blank	SRV Components- Nylon Front Panels- Nylon Front G-HOOK Triple Mfg MFS	SR000DSI	M/A	\$188.00	\$102.48	44%
Protector	Soft	Point Blank	SRV Components- SRV Back Panels- Nylon Back Zipper Back Panel	SR000VPI	M/A	\$184.00	\$102.48	44%
Protector	Soft	Point Blank	SRV Components- SRV Front Panels- Tank Truck Front 11 qt Biops, Triple Mfg MFS	SR000SRTS	M/A	\$240.00	\$117.60	44%
Protector	Soft	Point Blank	SRV Components- SRV Front Panels- Laser Front G-HOOK Triple Mfg MFS	SR000SHS	M/A	\$210.00	\$117.60	44%
Protector	Soft	Point Blank	SRV Components- SRV Back Panels- Laser Back Hood/Loop Back Panel	SR000VPS	M/A	\$210.00	\$117.60	44%
Protector	Soft	Point Blank	SRV Components- SRV Back Panels- Laser Back Hood/Loop Back Panel	SR000VPS	M/A	\$210.00	\$117.60	44%
Protector	Soft	Point Blank	SRV Components- Throat AXIIBIA	TR001DSI	M/F	\$221.00	\$127.12	44%
Protector	Soft	Point Blank	SRV Components- Throat AXIIBIA-1	TR002DSI	M/F	\$174.00	\$96.32	44%
Protector	Soft	Point Blank	SRV Components- Throat XPIIA-1	TR003DSI	M/F	\$154.00	\$76.16	44%
Protector	Soft	Point Blank	SRV Components- Throat BIIIA-2	TR004DSI	M/F	\$138.00	\$73.92	44%
Protector	Soft	Point Blank	SRV Components- Throat BIIIA-1	TR005DSI	M/F	\$139.00	\$73.92	44%
Protector	Soft	Point Blank	SRV Components- Throat AXI-4	TR006DSI	M/F	\$185.00	\$103.40	44%
Protector	Soft	Point Blank	SRV Components- Throat BII-5	TR007DSI	M/F	\$137.00	\$78.12	44%
Protector	Soft	Point Blank	SRV Components- Collar AXIIBIA	CG001DSI	M/F	\$282.00	\$138.28	44%
Protector	Soft	Point Blank	SRV Components- Collar AXIIBIA-1	CG002DSI	M/F	\$292.00	\$128.80	44%
Protector	Soft	Point Blank	SRV Components- Collar BIIIA-2	CG003DSI	M/F	\$172.00	\$102.48	44%
Protector	Soft	Point Blank	SRV Components- Collar XPIIA-1	CG004DSI	M/F	\$171.00	\$87.24	44%
Protector	Soft	Point Blank	SRV Components- Collar BIIIA-1	CG005DSI	M/F	\$151.00	\$87.24	44%
Protector	Soft	Point Blank	SRV Components- Collar CIA-3	CG006DSI	M/F	\$151.00	\$85.12	44%
Protector	Soft	Point Blank	SRV Components- Collar CIA-2	CG007DSI	M/F	\$148.00	\$110.48	44%
Protector	Soft	Point Blank	SRV Components- Collar AXI-4	CG008DSI	M/F	\$148.00	\$89.60	44%
Protector	Soft	Point Blank	SRV Components- Collar BII-5	CG009DSI	M/F	\$89.00	\$50.28	44%
Protector	Soft	Point Blank	SRV Components- Biops (Set of 2) AXIIBIA	BU001DSI	M/F	\$898.00	\$502.88	44%
Protector	Soft	Point Blank	SRV Components- Biops (Set of 2) AXIIBIA-1	BU002DSI	M/F	\$855.00	\$478.80	44%
Protector	Soft	Point Blank	SRV Components- Biops (Set of 2) BIIIA-2	BU003DSI	M/F	\$852.00	\$381.44	44%
Protector	Soft	Point Blank	SRV Components- Biops (Set of 2) XPIIA-1	BU004DSI	M/F	\$974.00	\$381.44	44%
Protector	Soft	Point Blank	SRV Components- Biops (Set of 2) BIIIA-1	BU005DSI	M/F	\$912.00	\$569.92	44%
Protector	Soft	Point Blank	SRV Components- Biops (Set of 2) AXI-4	BU006DSI	M/F	\$412.00	\$292.24	44%
Protector	Soft	Point Blank	SRV Components- Biops (Set of 2) BII-5	BU007DSI	M/F	\$580.00	\$260.00	44%

Protector	Soft	Point Blank	Arms Components-Shoulder/Trip Panels (Set of 2) AX61A	SH640050H	M/F	\$386.00	\$117.70	44%
Protector	Soft	Point Blank	Arms Components-Shoulder/Trip Panels (Set of 2) AX11A-1	SH640100H	M/F	\$329.00	\$162.96	49%
Protector	Soft	Point Blank	Arms Components-Shoulder/Trip Panels (Set of 2) B11A-2	SH640210H	M/F	\$397.00	\$176.92	44%
Protector	Soft	Point Blank	Arms Components-Shoulder/Trip Panels (Set of 2) X11A-1	SH640300H	M/F	\$372.00	\$196.72	44%
Protector	Soft	Point Blank	Arms Components-Shoulder/Trip Panels (Set of 2) B11A-1	SH640350H	M/F	\$340.00	\$178.40	44%
Protector	Soft	Point Blank	Arms Components-Shoulder/Trip Panels (Set of 2) AX11A-4	SH640400H	M/F	\$318.00	\$178.08	44%
Protector	Soft	Point Blank	Arms Components-Shoulder/Trip Panels (Set of 2) B1-5	SH640500H	M/F	\$393.00	\$147.39	44%
Protector	Soft	Point Blank	Arms Components- Lower Abbrack (Set of 2) AX61A	LB640000	M/F	\$123.00	\$264.32	44%
Protector	Soft	Point Blank	Arms Components- Lower Abbrack (Set of 2) AX11A-1	LB640100	M/F	\$150.00	\$252.00	44%
Protector	Soft	Point Blank	Arms Components- Lower Abbrack (Set of 2) B11A-2	LB640200	M/F	\$131.00	\$212.80	44%
Protector	Soft	Point Blank	Arms Components- Lower Abbrack (Set of 2) X11A-1	LB640300	M/F	\$156.00	\$188.40	44%
Protector	Soft	Point Blank	Arms Components- Lower Abbrack (Set of 2) B11A-1	LB640400	M/F	\$145.00	\$145.00	44%
Protector	Soft	Point Blank	Arms Components- Lower Abbrack (Set of 2) AX11A-3	LB640500	M/F	\$197.00	\$197.00	44%
Protector	Soft	Point Blank	Arms Components- Lower Abbrack (Set of 2) AX11A-4	LB640600	M/F	\$197.00	\$197.00	44%
Protector	Soft	Point Blank	Arms Components- Lower Abbrack (Set of 2) B11A-5	LB640700	M/F	\$266.00	\$148.86	44%
Protector	Soft	Point Blank	Arms Components- Trip Adapter (Set of 2)	UB6400A0T	M/F	\$51.00	\$18.96	44%
Protector	Soft	Point Blank	Arms Components- Standard Green AX61A	GR640000	M/F	\$384.00	\$215.04	44%
Protector	Soft	Point Blank	Arms Components- Standard Green AX11A-1	GR640100	M/F	\$387.00	\$205.52	44%
Protector	Soft	Point Blank	Arms Components- Standard Green B11A-2	GR640200	M/F	\$385.00	\$193.60	44%
Protector	Soft	Point Blank	Arms Components- Standard Green X11A-1	GR640300	M/F	\$324.00	\$187.20	44%
Protector	Soft	Point Blank	Arms Components- Standard Green B11A-1	GR640400	M/F	\$324.00	\$171.20	44%
Protector	Soft	Point Blank	Arms Components- Standard Green B11A-3	GR640500	M/F	\$320.00	\$171.20	44%
Protector	Soft	Point Blank	Arms Components- Standard Green B11A-4	GR640600	M/F	\$308.00	\$171.36	44%
Protector	Soft	Point Blank	Arms Components- Standard Green B11A-5	GR640700	M/F	\$240.00	\$134.40	44%
Protector	Soft	Point Blank	Arms Components- Quick Release, Trip, Shoulder, Cables Release	AM7400M4T	M/F	\$202.00	\$117.04	44%
Protector	Soft	Point Blank	RMV Components- Throat AX61A	TP940000	M/F	\$227.00	\$127.12	44%
Protector	Soft	Point Blank	RMV Components- Throat AX11A-1	TP940100	M/F	\$171.00	\$121.52	44%
Protector	Soft	Point Blank	RMV Components- Throat B11A-2	TP940200	M/F	\$172.00	\$121.52	44%
Protector	Soft	Point Blank	RMV Components- Throat X11A-1	TP940300	M/F	\$172.00	\$85.32	44%
Protector	Soft	Point Blank	RMV Components- Throat B11A-1	TP940400	M/F	\$155.00	\$85.24	44%
Protector	Soft	Point Blank	RMV Components- Throat B11A-3	TP940500	M/F	\$137.00	\$78.16	44%
Protector	Soft	Point Blank	RMV Components- Throat B11A-4	TP940600	M/F	\$185.00	\$78.22	44%
Protector	Soft	Point Blank	RMV Components- Throat B11A-5	TP940700	M/F	\$143.00	\$26.72	44%
Protector	Soft	Point Blank	RMV Components- Collar AX61A	CG640000	M/F	\$248.00	\$136.08	44%
Protector	Soft	Point Blank	RMV Components- Collar AX11A-1	CG640100	M/F	\$282.00	\$128.80	44%
Protector	Soft	Point Blank	RMV Components- Collar B11A-2	CG640200	M/F	\$183.00	\$102.48	44%
Protector	Soft	Point Blank	RMV Components- Collar X11A-1	CG640300	M/F	\$171.00	\$97.44	44%
Protector	Soft	Point Blank	RMV Components- Collar B11A-1	CG640400	M/F	\$157.00	\$85.24	44%
Protector	Soft	Point Blank	RMV Components- Collar B11A-3	CG640500	M/F	\$137.00	\$85.12	44%
Protector	Soft	Point Blank	RMV Components- Collar B11A-4	CG640600	M/F	\$196.00	\$103.88	44%
Protector	Soft	Point Blank	RMV Components- Collar B11A-5	CG640700	M/F	\$182.00	\$89.00	44%
Protector	Soft	Point Blank	RMV Components- Biceps (Set of 2) AX61A	BL640000	M/F	\$886.00	\$507.28	44%
Protector	Soft	Point Blank	RMV Components- Biceps (Set of 2) AX11A-1	BL640100	M/F	\$465.00	\$438.80	44%
Protector	Soft	Point Blank	RMV Components- Biceps (Set of 2) B11A-2	BL640200	M/F	\$661.00	\$381.92	44%
Protector	Soft	Point Blank	RMV Components- Biceps (Set of 2) X11A-1	BL640300	M/F	\$574.00	\$381.44	44%
Protector	Soft	Point Blank	RMV Components- Biceps (Set of 2) B11A-1	BL640400	M/F	\$492.00	\$381.12	44%
Protector	Soft	Point Blank	RMV Components- Biceps (Set of 2) AX11A-3	BL640500	M/F	\$487.00	\$259.82	44%
Protector	Soft	Point Blank	RMV Components- Biceps (Set of 2) AX11A-4	BL640600	M/F	\$714.00	\$259.84	44%
Protector	Soft	Point Blank	RMV Components- Biceps (Set of 2) B11A-5	BL640700	M/F	\$500.00	\$280.00	44%
Protector	Soft	Point Blank	RMV Components- Shoulder/Trip Panels (Set of 2) AX61A	SH640000H	M/F	\$393.00	\$217.76	44%
Protector	Soft	Point Blank	RMV Components- Shoulder/Trip Panels (Set of 2) AX11A-1	SH640100H	M/F	\$370.00	\$210.56	44%
Protector	Soft	Point Blank	RMV Components- Shoulder/Trip Panels (Set of 2) B11A-2	SH640200H	M/F	\$397.00	\$171.32	44%
Protector	Soft	Point Blank	RMV Components- Shoulder/Trip Panels (Set of 2) X11A-1	SH640300H	M/F	\$320.00	\$156.42	44%
Protector	Soft	Point Blank	RMV Components- Shoulder/Trip Panels (Set of 2) B11A-1	SH640400H	M/F	\$318.00	\$134.40	44%
Protector	Soft	Point Blank	RMV Components- Shoulder/Trip Panels (Set of 2) AX11A-3	SH640500H	M/F	\$318.00	\$134.40	44%
Protector	Soft	Point Blank	RMV Components- Shoulder/Trip Panels (Set of 2) AX11A-4	SH640600H	M/F	\$262.00	\$147.28	44%
Protector	Soft	Point Blank	RMV Components- Lower Abbrack (Set of 2) AX61A	LB640000	M/F	\$177.00	\$284.32	44%
Protector	Soft	Point Blank	RMV Components- Lower Abbrack (Set of 2) AX11A-1	LB640100	M/F	\$190.00	\$252.00	44%
Protector	Soft	Point Blank	RMV Components- Lower Abbrack (Set of 2) B11A-2	LB640200	M/F	\$180.00	\$212.80	44%
Protector	Soft	Point Blank	RMV Components- Lower Abbrack (Set of 2) X11A-1	LB640300	M/F	\$195.00	\$188.40	44%
Protector	Soft	Point Blank	RMV Components- Lower Abbrack (Set of 2) B11A-1	LB640400	M/F	\$195.00	\$145.00	44%
Protector	Soft	Point Blank	RMV Components- Lower Abbrack (Set of 2) AX11A-3	LB640500	M/F	\$197.00	\$197.00	44%
Protector	Soft	Point Blank	RMV Components- Lower Abbrack (Set of 2) AX11A-4	LB640600	M/F	\$197.00	\$197.00	44%
Protector	Soft	Point Blank	RMV Components- Lower Abbrack (Set of 2) B11A-5	LB640700	M/F	\$266.00	\$148.86	44%



Protector	Soft	Point Blank	APC Components- Yoke AXII-4	HCB24YX01	M/F	\$305.00	\$171.38	44%
Protector	Soft	Point Blank	APC Components- Yoke BII-5	HCB25YX01	M/F	\$310.00	\$171.38	44%
Protector	Soft	Point Blank	APC Components- Quick Release Kits- Center Chest Cable Release	APQ000RA01	M/F	\$0.00		
Protector	Soft	Point Blank	APC Components- Quick Release Kits- Shoulder Cable Release	AMZ000RA0T	M/F	\$209.00	\$117.04	44%
Protector	Soft	Point Blank	APC Components- Quick Release Kits- Side Chest Cable Release	RV2000RA0T	M/F	\$209.00	\$113.68	44%
Carrier	Concealable, Under uniform	Point Blank	Concealable Carriers- Standard Carrier	SD6N00BV0P	M,F	\$185.00	\$99.50	49%
Carrier	Concealable, Under uniform	Point Blank	Concealable Carriers- Hillie Carrier	HL6N00BV0M	M,F	\$209.00	\$112.86	49%
Carrier	Concealable, Under uniform	Point Blank	Concealable Carriers- Python Carrier	PY4N00BV0M	M,F	\$225.00	\$121.50	46%
Carrier	Concealable, Under uniform	Point Blank	Concealable Carriers- Vision Carrier	VSN000BV0M	M,F	\$264.00	\$142.56	46%
Carrier	Concealable, Under uniform	Point Blank	Concealable Carriers- Elite Carrier	AESM00BV0M	M,F	\$464.00	\$250.56	46%
Carrier	Concealable, Under uniform	Point Blank	Concealable Carriers- Executive Carrier	ECLM00BV0W	M,F	\$244.00	\$131.76	46%
Carrier	Concealable, Under uniform	Point Blank	Concealable Carriers- Compression Shirt Carrier	CCM200BV0M	M,F	\$262.00	\$141.48	46%
Carrier	Concealable, Under uniform	Point Blank	Concealable Carriers- Ultra Covert Shirt Carrier	UCSM00020W	M,F	\$280.00	\$151.20	46%
Carrier	External/Overt, Over uniform	Point Blank	*Guardian Carriers- Guardian, Zipper Pocket, MOLLE	GDAM00BV0J	M,F	\$445.00	\$240.30	46%
Carrier	External/Overt, Over uniform	Point Blank	*Guardian Carriers- Guardian, Zipper Pocket, No MOLLE	GDBM00BV0J	M,F	\$445.00	\$240.30	46%
Carrier	External/Overt, Over uniform	Point Blank	*Guardian Carriers- Guardian, Uniform Pocket, MOLLE	GDGM00BV0J	M,F	\$445.00	\$240.30	46%
Carrier	External/Overt, Over uniform	Point Blank	*Guardian Carriers- Guardian, Uniform Pocket, No MOLLE	GDDM00BV0J	M,F	\$445.00	\$240.30	46%
Carrier	External/Overt, Over uniform	Point Blank	*Guardian Carriers- Guardian, Uniform Pocket, Pin Tucks, No MOLLE	GDPM00BV0J	M,F	\$445.00	\$240.30	46%
Carrier	External/Overt, Over uniform	Point Blank	*Guardian Carriers- Guardian, Zipper Pocket, No Zipper Cover, MOLLE	GDFM00BV0J	M,F	\$445.00	\$240.30	46%
Carrier	External/Overt, Over uniform	Point Blank	Guardian, Zipper Pocket, Tank Track Laser	GDAM00BV25	M,F	\$485.00	\$261.90	46%
Carrier	External/Overt, Over uniform	Point Blank	Guardian, Uniform Pocket, Tank Track Laser	GDGM00BV25	M,F	\$485.00	\$261.90	46%
Carrier	External/Overt, Over uniform	Point Blank	Guardian, Zipper Pocket, No Zipper Cover, Tank Track Laser	GDFM00BV25	M,F	\$485.00	\$261.90	46%
Carrier	External/Overt, Over uniform	Point Blank	Maverick with Hook-Loop (standard)	O3MM00BV0J	M,F	\$488.00	\$263.52	46%
Carrier	External/Overt, Over uniform	Point Blank	Maverick with KWIQ-Clip Release*	O3MM00C10J	M,F	\$596.00	\$321.84	46%
Carrier	External/Overt, Over uniform	Point Blank	Maverick with MAG-TAK	O3MM00L0F-0L	M,F	\$623.00	\$335.42	46%
Carrier	External/Overt, Over uniform	Point Blank	Maverick Laser with Hook-Loop (standard)	O3MM00BV25	M,F	\$540.00	\$291.60	46%
Carrier	External/Overt, Over uniform	Point Blank	Maverick Laser with KWIQ-Clip Release	O3MM10BV25	M,F	\$618.00	\$319.92	46%
Carrier	External/Overt, Over uniform	Point Blank	Maverick Laser with MAG-TAK Release	O3MM10BV25-0L	M,F	\$676.00	\$365.04	46%
Carrier	External/Overt, Over uniform	Point Blank	Additional Cummerbund Options- Hook-Loop Ballistics for cummerbund upon request	O30200E10J	M,F	\$189.00	\$102.06	46%
Carrier	External/Overt, Over uniform	Point Blank	Additional Cummerbund Options- KWIQ-Clip Ballistics for cummerbund upon request	O30200E20J	M,F	\$298.00	\$160.92	46%
Carrier	External/Overt, Over uniform	Point Blank	Additional Cummerbund Options- MAG-TAK Ballistics for cummerbund upon request	O30200E30J	M,F	\$325.00	\$175.50	46%
Carrier	External/Overt, Over uniform	Point Blank	Additional Cummerbund Options- Laser Hook-Loop Ballistics for cummerbund upon request	O30200E125	M,F	\$242.00	\$130.68	46%
Carrier	External/Overt, Over uniform	Point Blank	Additional Cummerbund Options- Laser KWIQ-Clip Ballistics for cummerbund upon request	O30200E225	M,F	\$350.00	\$189.00	46%
Carrier	External/Overt, Over uniform	Point Blank	Additional Cummerbund Options- Laser MAG-TAK Ballistics for cummerbund upon request	O30200E325	M,F	\$377.00	\$203.58	46%
Carrier	External/Overt, Over uniform	Point Blank	Duty Carrier	O3SM00BV0J	M,F	\$410.00	\$221.40	46%
Carrier	External/Overt, Over uniform	Point Blank	Firearms Instructor	O3SM00BV0J	M,F	\$410.00	\$221.40	46%











## Exhibit B - AGENTS AND DISTRIBUTORS BY STATE

RFP-AR-21-001

VENDOR NAME: POINT BLANK ENTERPRISES, INC

States	Agents/Distributors (put an "x" if yes)	Number of Agents/Distributors
Alabama	X	4
Alaska	X	2
Arizona	X	5
Arkansas	X	3
California	X	6
Colorado	X	5
Connecticut	X	8
Delaware	X	4
Florida	X	4
Georgia	X	4
Hawaii	X	1
Idaho	X	6
Illinois	X	1
Indiana	X	3
Iowa	X	7
Kansas	X	4
Kentucky		
Louisiana	X	4
Maine		
Maryland		
Massachusetts		
Michigan		
Minnesota	X	7
Mississippi		
Missouri	X	5
Montana	X	4
Nebraska	X	5
Nevada	X	8
New Hampshire		
New Jersey		
New Mexico	X	4
New York		
North Carolina	X	11
North Dakota		
Ohio	X	2
Oklahoma	X	5
Oregon	X	5
Pennsylvania		
Puerto Rico		
Rhode Island	X	7
South Carolina	X	3
South Dakota	X	4
Tennessee	X	3
Texas		
Utah	X	4
Vermont		
Virginia	X	5
Washington	X	7
Washington DC	X	2
West Virginia		
Wisconsin	X	7
Wyoming	X	5
<b>Total</b>	<b>37</b>	<b>174</b>

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

**Manufacturer Identifying Information**

Manufacturer Name: **POINT BLANK ENTERPRISES, INC.**  
Address: 2102 SW 2nd Street  
City: Pompano Beach State: Florida Zip: 33069  
Primary Contact: **Jared Kleiman**  
Phone: 954-630-0900 Ext. 1709 Email: [jkleiman@pbearmor.com](mailto:jkleiman@pbearmor.com)  
Website: [www.pointblankenterprises.com](http://www.pointblankenterprises.com)  
FEIN: 45-364868

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

Company Name: Federal Eastern International  
Address: 751 Pinellas Bayway, Suite 106  
City: St Petersburg State: FL Zip: 33715  
Primary Contact: Sally Hayes  
Phone: 727-510-7145 Email: [shayes@fedeastintl.com](mailto:shayes@fedeastintl.com)  
Website: [www.fedeastintl.com](http://www.fedeastintl.com)  
FEIN: 27-1774570

Areas Covered:

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

Company Name: San Diego Police Equipment Co, Inc  
Address: 8205 Ronson Rd #A  
City: San Diego State: CA Zip: 92111  
Primary Contact: Jeremy Staley/Tina Baker  
Phone: (800)367-8989/(858)974-8500 Email: [sales@sandiegopoliceequipment.com](mailto:sales@sandiegopoliceequipment.com)  
Website: [www.sandiegopoliceequipment.com](http://www.sandiegopoliceequipment.com)  
FEIN: 33-0713803

Areas Covered:

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

Company Name: Galls, LLC  
Address: 17600 Fabrica Way  
City: Cerritos State: CA Zip: 90703  
Primary Contact: Melissa Castro and Dave House  
Phone: 562-307-7354 and 562-522-2313 Email: [castro-melissa@galls.com](mailto:castro-melissa@galls.com) and [house-david@galls.com](mailto:house-david@galls.com)  
Website: [www.galls.com](http://www.galls.com)  
FEIN: 20-3545989

Areas Covered:

Manufacturer Name:



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

Company Name: Elite Uniforms  
Address: 451 W 18th St.  
City: Merced State: CA Zip: 95340  
Primary Contact: Zaya Davood  
Phone: 209-620-0831 Email: [zdavood@eliteuniforms.org](mailto:zdavood@eliteuniforms.org)  
Website: <http://www.eliteuniforms.net>  
FEIN: 46-4973099

Areas Covered:

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

Company Name: Black Box Safety, Inc.  
Address: 1899 Gillespie Way  
City: El Cajon State: CA Zip: 92020  
Primary Contact: Griffin Forsyth  
Phone: 619-499-7943 Email: [sales@blackboxsafety.com](mailto:sales@blackboxsafety.com)  
Website: [www.blackboxsafety.com](http://www.blackboxsafety.com)  
FEIN: 82-1125133

Areas Covered:

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

Company Name: Code 3 Wear - Public Safety Outfitters  
Address: 304 Lincoln  
City: Stockton State: CA Zip: 95207  
Primary Contact: Dan Gatto  
Phone: 209-910-0063 Email: [sales@code3wear.com](mailto:sales@code3wear.com)  
Website: [www.code3wear.com](http://www.code3wear.com)  
FEIN: 47-3205518

Areas Covered:

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

Company Name:  
Address:  
City: State: Zip:  
Primary Contact:  
Phone: Email:  
Website:  
FEIN:

Areas Covered:

Manufacturer Name:

16					
17					
18					

**Used Ballistic Vest/Component Recycle Program**

**1.0 Purpose**

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- 1.1 This procedure describes the processes for the management and execution of a Used Ballistic Vest/Component Recycle Program for Point Blank Enterprises Incorporated. The company or the entity that owns the vests are responsible for the freight to return the vest panels. Point Blank will dispose of the ballistic panels free of charge. **NO HARD PLATES ARE ACCEPTED.**

**2.0 Responsibilities**

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

**3.0 Definitions**

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

- 3.1 Outdated Ballistic Vests/Components – Ballistic vests having panels that have passed their warranty period of 5 years.
- 3.2 Damaged Ballistic Vests/Components – Ballistic vests having ballistic panels whose ballistic protection has been compromised by bullet or fragment strikes, tears, cuts, holes in heat sealed ballistic covers, or exposure to harmful chemicals.
- 3.3 Request and Record of Used Ballistic Vest/Component Disposal – Request Record Ballistic Disposal Form (801060) and Req & Record Ballistic Form



Continuation (801061) are provided to and initiated by customers when they have ballistic vests to recycle. This form contains all information required for a permanent record of every ballistic panel's disposition by serial number. The form may be used for a single vest/component or large numbers of products.

RMA- Return authorization Form.

#### 4.0 Associated Resource Needs

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- 4.1 Secure Storage Area
- 4.2 Supervision and manpower
- 4.3 Documentation system

#### 5.0 Instructions

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- 5.1 **Requests from Customers:** Disposal Requests to recycle ballistic vests are received to PBE via e-mail or telephone through the PBE Customer Service organization. Customer Service will respond/request more information, if needed, and will send a RMA (331021) to the Requesting company/customer that is to be used on the associated paperwork. The RMA is required to be placed on the paperwork and is used to track this material at our incoming warehouse and for the completion of the destruction.
- 5.2 **Packing Slip Information:** The heading information, types of vest/components and serial numbers of front and back panels are recorded on Form 801060 & 801061. This information is only needed to accompany the shipment for disposal. Only the carrier and ballistic can be sent for disposal. **DO NOT SEND HARD PLATES FOR DISPOSAL.**
- 5.3 **Shipping Instructions:** Shipping is at the cost of the shipper and is the choice of the shipper. The packaged product to be returned needs to have the Vest Recycle Shipment Label (801062) placed on each box in order for the return to be routed correctly once it arrives at Point Blank Enterprises, Inc. The ship to address is: Point Blank Enterprises 1931 SW 2<sup>nd</sup> Street Pompano Beach, FL 33069.
- 5.4 **Packaging:** Vests will be packed in cardboard containers that are sturdy enough to withstand normal handling by a commercial carrier and weigh no more than 50 pounds each.
- 5.5 **Disposal:** Once ready, the Vests/Components are taken to the cutting section and disposed of properly. There is no cost to the shipper for the actual disposal of the vests.
- 5.6 **Records:** PBE will keep a record on file of the disposal in electronic format. A copy can be requested.

## 6.0 Forms and Records

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- 6.1 801060 Request Record Ballistic Disposal Form
- 6.2 801061 Req & Record Ballistic Form Continuation
- 6.3 801062 Vest Recycle Shipment Label
- 6.4 331021 Return authorization Form ( RMA )

### Warranty

As used herein, Point Blank includes Point Blank Enterprises, Inc., and its brands including Point Blank Body Armor, PACA, PARACLETE, and Protective Products.

#### 1. Warranty - Outer Shell Carrier

- 1.1. The outer shell carrier and other non-ballistic components are warranted to be free from material and manufacturing defects for 24 months from the date of issue to the individual user, as verified by the warranty card.
  - 1.1.1. During the warranty period, any garment having a manufacturing or material defect, as determined through inspection by an authorized Point Blank representative, will be repaired or replaced at no cost to the customer.
  - 1.1.2. The outer shell carrier warranty shall be void if the product has been altered, abused, or misused, stored improperly, or not cleaned in accordance with cleaning instructions.

#### 2. Warranty - Soft Ballistic Component

- 2.1. The bullet/stab-resistant elements are warranted to perform to their NIJ-certified standard for a period of five years from the date of issue to the individual user, as verified by the warranty card.
- 2.2. The bullet/stab-resistant elements of this system have been tested and certified by the National Institute of Justice and passed the compliance requirements of the NIJ Standard for Ballistic Resistance of Personal Body Armor.
- 2.3. The ballistic elements are warranted to be of the same construction and design as the original NIJ certified model listed on the label.
- 2.4. During the warranty period, any soft ballistic component having a manufacturing or material defect, as determined through inspection by an authorized Point Blank representative, will be repaired or replaced at no cost to the customer.
- 2.5. During the warranty period, should the soft body armor ballistic panel cover be compromised (cut, torn or frayed); it should not be worn and immediately returned to the manufacturer for inspection and repair. If the damage is the result of normal wear and tear, the damage will be repaired free of charge. If however, the damage is the result of improper care, storage or abuse, determined solely by Point Blank, then Point Blank will advise the owner of recommended repair or replacement costs.
- 2.6. The ballistic/stab-resistant elements of this system will reduce the possibility of serious physical injury to the wearer in the areas covered by the ballistic or stab elements.
- 2.7. There should be no expectation of bullet or stab resistance in areas not covered by the ballistic or stab element. The ballistic or stab element is not warranted to be bulletproof or stab proof.

#### 3. Warranty – Helmet, Ballistic Plate, Blade Plate and Ballistic Shield

- 3.1. The bullet/stab-resistant elements are warranted to perform to their NIJ-certified standard

- for a period of five years, (except as noted below), from the date of issue to the individual user, as verified by the warranty card. In the case of steel plates, the bullet/stab-resistant elements are warranted to perform to their NIJ-certified standard for a period of ten years from the date of issue to the individual user, as verified by the warranty card.
- 3.2. The bullet/stab-resistant elements of this system have been tested and certified by the National Institute of Justice and passed the compliance requirements of the NIJ Standard for Ballistic Resistance of Personal Body Armor, if so indicated.
  - 3.3. The ballistic elements are warranted to be of the same construction and design as the original NIJ certified model listed on the label, if so indicated.
  - 3.4. During the warranty period, any plate or ballistic shield having a manufacturing or material defect, as determined through inspection by an authorized Point Blank representative, will be repaired or replaced at no cost to the customer.
  - 3.5. The ballistic/stab-resistant elements of this system will reduce the possibility of serious physical injury to the wearer in the areas covered by the ballistic or stab elements.
  - 3.6. Should the helmet, blade plate, ballistic plate or shield be compromised, by misuse, drops, visible cracks, its use should be discontinued and immediately returned to the manufacturer for inspection. If the damage is the result of normal wear and tear, the damage will be repaired free of charge. If however, the damage is the result of improper care, storage or abuse, determined solely by Point Blank, then Point Blank will advise the owner of recommended repair or replacement costs.
  - 3.7. There should be no expectation of bullet or stab resistance in areas not covered by the ballistic or stab element. The ballistic or stab element is not warranted to be bulletproof or stab proof. Refer to the warranty provided by the original equipment manufacturer (OEM) helmet, blade plate and single curve ballistic shield.
  - 3.8. Point Blank warranty disclaimer: In the case of improper use of a ballistic item, Point Blank Enterprises assumes no liability for any injury to persons or damage to the ballistic item.
  4. Point Blank will honor the above warranty for collective purchasing arrangements only when all entities involved have been identified and agreed upon by Point Blank Enterprises prior to purchase.
  5. **Warranty – OEM Products** - Such products are sold by Point Blank "as is". Unless noted otherwise, Point Blank makes no warranty or representation for such equipment.
  6. **This warranty does not cover and is void for:**
    - 6.1. Any garment, shield, plate or helmet altered or modified in any way other than Point Blank/ authorized factory alterations.
    - 6.2. Any ballistic or stab element that has been altered or modified in any way other than Point Blank authorized factory alterations.
    - 6.3. Any ballistic or stab element not in a Point Blank outer shell carrier, except as approved by Point Blank.
    - 6.4. Damage as a result of abuse or misuse.
    - 6.5. Damage as a result of improper storage or maintenance.
    - 6.6. Penetrations as a result of ballistic or stabtesting.
    - 6.7. The results of any specific ballistic or stabtesting.
    - 6.8. Injury as a result of bullets or other projectiles or instruments not impacting the ballistic or stab element.
  7. **Saves Program - Should the bullet/stab resistant elements of a Point Blank system be damaged while preventing physical injury to the wearer, these components will be replaced free of charge by Point Blank.**

The warranted items herein are expressly in lieu of other warranties, express or implied, including the implied warranties of merchantability, fitness for particular purpose and other warranties arising from a course of dealing, usage or trade. There are no warranties, express or implied,

Exhibit C Warranty and Recycling Plan

Attachment A

including the implied warranty of merchantability, which extend beyond the description on the face hereof. There are no warranties, express or implied, that extend beyond the warranty period set forth herein.

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

**MASTER AGREEMENT**  
**Point Blank Enterprises, Inc.**  
Master Agreement No: **164719**  
(hereinafter "Contractor")  
And  
**City of Stockton, California**  
(hereinafter "Participating State/Entity")

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**  
*(Insert City Insurance Requirements)*

**Exhibit B:**  
**Insurance Requirements**  
(Services)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- 3. Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

***Additional Insured Status***

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or

operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

### ***Primary Coverage***

For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

### ***Umbrella or Excess Policy***

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

### ***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

### ***Waiver of Subrogation***

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.



### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

### ***Claims Made Policies (Professional & Pollution only)***

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

### ***Verification of Coverage***

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and

endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Special Risks or Circumstances***

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**Certificate Holder Address**

The address for mailing certificates, endorsements and notices shall be:

City of Stockton  
Its Officers, Officials, Employees, and Volunteers  
400 E Main St, 3<sup>rd</sup> Floor – HR  
Stockton, CA 95202

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

**MASTER AGREEMENT**  
**Point Blank Enterprises, Inc.**  
Master Agreement No: **164719**  
(hereinafter "Contractor")  
And  
**City of Stockton, California**  
(hereinafter "Participating State/Entity")

**EXHIBIT C**

*(If applicable, insert Contractor's Price Quote and ensure the price quote has no terms and conditions and that it references the COOP Agreement Number and name.)*







# Stockton, CA - Attachment A - Point Blank with Local Reseller Code 3 Cooperative Piggyback Agreement

Final Audit Report

2024-10-24

Created:	2024-10-22
By:	Jared Kleiman (jkleiman@pbearmor.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAe2zRRXt3S0wcfssIRQnYI82OITP9ImUB

## "Stockton, CA - Attachment A - Point Blank with Local Reseller Code 3 Cooperative Piggyback Agreement" History

-  Document created by Jared Kleiman (jkleiman@pbearmor.com)  
2024-10-22 - 1:59:12 PM GMT
-  Document emailed to hschmidt@pbearmor.com for signature  
2024-10-22 - 2:00:28 PM GMT
-  Email viewed by hschmidt@pbearmor.com  
2024-10-24 - 5:51:45 PM GMT
-  Signer hschmidt@pbearmor.com entered name at signing as Hoyt Schmidt  
2024-10-24 - 5:55:57 PM GMT
-  Document e-signed by Hoyt Schmidt (hschmidt@pbearmor.com)  
Signature Date: 2024-10-24 - 5:55:59 PM GMT - Time Source: server
-  Agreement completed.  
2024-10-24 - 5:55:59 PM GMT