



State of Colorado State Purchasing Office

In conjunction with



Request for Proposal

Colorado Solicitation # RFP-AR-21-001

NASPO ValuePoint Master Agreement

For:

BODY ARMOR and BALLISTIC-RESISTANT PROTECTIVE PRODUCTS

Release Date: July 1, 2020

Deadline for Submission: **August 12, 2020 @ 1:00 PM MDT**

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

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REQUEST FOR PROPOSAL

Body Armor and Ballistic- Resistant Protective Products

Solicitation # RFP-AR-21-001

Section 1: Solicitation Overview

1.1 Purpose

- 1.1.1** The State of Colorado (Lead State), Department of Personnel & Administration, State Purchasing & Contracts Office (SPCO) is requesting proposals for Body Armor and Ballistic-Resistant Products in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this Request for Proposal (RFP) is to establish Master Agreements with qualified vendors to provide new ballistic vests, spike and edged blade vests, ballistic-resistant helmets, ballistic-resistant shields, and associated products, that meet the certification requirements as established in National Institute of Justice (NIJ) Standard-0101.06, *Ballistic Resistance of Body Armor*, NIJ Standard-0101.07, *Ballistic Resistance of Body Armor*, NIJ Standard-0115.00, *Stab Resistance of Personal Body Armor*, NIJ Standard-0115.01, *Stab Resistance of Personal Body Armor*, and other relevant standards for Body Armor Products. Products listed on the NIJ Compliant Products List (NIJ CPL) are acceptable. The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The Master Agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual Chief Procurement Official and compliance with local statutory and regulatory provisions. See **Exhibit D NASPO ValuePoint Master Agreement Terms and Conditions**.
- 1.1.2** This RFP is designed to provide interested vendors with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Vendors are encouraged to expand upon the specifications to add service and value consistent with state requirements.
- 1.1.3** All information contained within this RFP, and any amendments and modifications thereto, reflect the best and most accurate information available to the state at the time of RFP preparation. No inaccuracies in such data shall constitute a basis for legal recovery of damages or protests, either real or punitive, except to the extent that any such inaccuracy was a result of intentional misrepresentation by the state.

1.2 Lead State, Solicitation Number and Lead State Contract Administrator

- 1.2.1** The State of Colorado, Department of Personnel & Administration, State Purchasing Office, is the Lead State and issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is solicitation # RFP-AR-21-001. This number must be referenced on all proposals, correspondence, and documentation relating to the RFP.
- 1.2.2** The Lead State Contract Administrator identified below is the single point of contact during this procurement process. Vendors and interested persons shall direct to the Lead State Contract Administrator, all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, requests for brand approval, change,

clarification, and protests, the award process, and any other questions that may arise related to this solicitation and the resulting Master Agreement. The Lead State Contract Administrator designated by the State of Colorado, Department of Personnel & Administration, State Purchasing & Contracts Office is:

Amy Risley, State Procurement Administrator
State of Colorado, Department of Personnel & Administration, State Purchasing Office
1525 Sherman Street, 3rd Floor
Denver, Co 80241
amy.risley@state.co.us
Phone: 303-866-5663

1.3 Schedule of Events

- | | |
|---|--------------------------------|
| 1. Pre-Proposal Webinar | July 15, 2020, 11:30 AM (MDT)* |
| 2. Deadline for vendor written questions | July 27, 2020, 3:00 PM (MDT) |
| 3. State's estimated response to vendor questions | August 3, 2020, 2:00 PM (MDT) |
| 4. Deadline to submit Proposal | August 12, 2020, 1:00 PM (MDT) |
| 5. Public Opening of Proposals | August 12, 2020, 2:00 PM (MDT) |
| 6. Projected Contract start date | October 15, 2020** |

* A pre-proposal webinar will be held on July 15, 2020 at 11:00 AM (MDT). Vendors who are interested in participating, may email Amy Risley at amy.risley@state.co.us, by 3pm (MDT) on July 10, 2020, and request additional information. Attendance is optional.

** The projected contract start date of October 15, 2020 will be the beginning of a transition period from the current Master Agreements to the new Master Agreement(s). During this transition period, which will be effective through March 15, 2021, participating entities may continue to purchase under the Master Agreements that are in effect as of the issuance of this RFP. Participating entities may begin purchasing from the awarded vendor when new participating addenda are executed.

1.4 NASPO ValuePoint Background Information

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

1.5 Participating Entities

- 1.5.1 In addition to the Lead State conducting this solicitation, **Exhibit A (Participating Entities)** lists the states that have requested to be named in this RFP as potential users of the resulting Master Agreement. NASPO ValuePoint permits other entities to become Participating Entities after an award of the Master Agreement. State-specific terms and conditions that will govern each state's participating addendum may be incorporated into the participating addendum after award.
- 1.5.2 Since Participating Entities have widely varying needs, this RFP has been designed to encompass all of these needs. As each state signs their participating addendum, it is the intention that they will select the options that best suit their needs.
- 1.5.3 A Participating Entity may evaluate and select a vendor for award in more limited geographical areas where judged to be in the best interest of the state or states involved. Administration of any such award(s) will be done by the participating entity involved, unless the awarded contract includes the Lead State in its geographical area.
- 1.5.4 Any participating entity reserves the right to award partial commodity categories or not participate in the award if deemed to not be in the best interests of the Participating Entity. Additionally, an award under any subsequent contract does not authorize the

awarded vendor(s) to conduct sales in any state without an authorized Participating Addendum for that vendor.

1.6 Contract Term

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

1.7 Selection of Successful Proposals

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

1.8 Pricing

- 1.8.1** All pricing must be guaranteed for the first twelve (12) months of the Master Agreement; however, the vendor may decrease its pricing at any time. The Lead State Contract Administrator must be notified of any such price decrease. Proposed prices or discounts offered to the state shall be considered the vendor's most favored pricing. In the event that the vendor offers or provides a decrease in price, under the same terms and conditions, beyond the pricing provided to the State of Colorado pursuant to its contract, the vendor must provide the same decrease in price for the items encompassed in this contract award.
- 1.8.2** Following the first twelve (12) months of the Master Agreement period, any request for price adjustments must be for an equal guarantee period, and must be received by the Lead State Contractor Administrator at least 120 days prior to the requested effective date. Requests for price adjustments must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to pricing will be allowed prior to the effective date, unless the pricing is decreased.
- 1.8.3** Pricing must include all delivery, shipping and service costs associated with the product.

1.9 Administrative Fee

Some states may require a fee be paid directly to the state on sales made by ordering entities within that state. For all such requests, the fee level, payment method, and schedule for such reports and payments will be incorporated into the Participating Addendum. The vendor may adjust the Master Agreement pricing to reflect the addition of a fee for sales made by ordering entities within the jurisdiction of the state requesting the fee.

1.10 Historical Usage

Exhibit B (Spend Totals for Current Master Agreements) contains some of the historical usage data in the previous contracts from 2014 - 2019. No minimum or maximum level of sales volume is guaranteed or implied.

Section 2: Definitions

Term	Description
Agent	A sole proprietor or incorporated entity working in an exclusive geographically

	designated territory or a particular market/customer segment. An agent may represent one or more vendors and is compensated on a commission only basis for goods and or services shipped or billed from the vendor represented.
Award	Notice to vendor of the acceptance of the submitted proposal.
Awarded Contractor/Manufacturer/Vendor	The business entity whose proposal the Lead State has determined to be the most advantageous considering the criteria set forth in the solicitation, and whose proposal(s) is approved and accepted by the Lead State.
Ballistic panel	A type of armor panel intended to provide ballistic resistance. (ASTM Terminology E3005)
Body Armor	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)
Carrier	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)
C.R.S.	Colorado Revised Statutes and as amended.
Cause	A failure to meet requirements of written specifications and conditions, or correct deficiencies, upon receipt of notice.
Combination Vest	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)
Concealable Vest	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)
Contract	An agreement consisting of attachments and any orders issued in connection therewith, and any future modifying agreements, exhibits, attachments or references incorporated herein, pursuant to state law and fiscal rules.
Distributor	An entity that purchases products, takes title, stocks, maintains inventory, re-sells the product to end-users and has the ability to do on-site measurements. Also referred to as a subcontractor for the purposes of this solicitation.
Eligible Non-Profit Organization	A non-profit organization eligible to use a NASPO ValuePoint contract under the laws of the state within which the non-profit organization is located, or pursuant to the laws of another Participating Entity. Lead State Colorado: Pursuant to Colorado Revised Statutes §24-110-101 et. seq. and the Colorado State Procurement Rules, a Non-Profit Organization may be eligible to utilize State of Colorado Contracts for services and/or commodities issued by the Colorado State Purchasing & Contracts Office (SPCO). An Eligible Non-Profit Organization must be a registered entity with the Colorado Secretary of State and in "Good Standing", must maintain a tax exempt status under 26 U.S.C. Sec. 501 (c) (3) with the Internal Revenue Service, and it must receive local, state or federal government funds (not as payment for goods or services). The entity must first have applied for and been assigned a Non-Profit User Number by the Colorado State Purchasing Office that gives authorization to utilize State of Colorado contracts. In order to maintain current User status, the NP must reapply on an annual basis. At the time an order is placed with a State of Colorado Contract Vendor, the Eligible Non-Profit Organization must provide a copy of its current letter issued by the SPCO. Other Participating States may permit Non-Profit Organizations to use the Master Agreement as Participating or Purchasing Entities in accordance with Exhibit D, the NASPO ValuePoint Master Agreement Terms and Conditions.
Evaluation	The process of examining vendor's work or proposal and rating it based on pre-established criteria.
Free on Board (FOB) Destination	Vendor is responsible for transportation and handling charges and the sale does not occur until the goods arrive at the Purchasing Entity's specified location.

Goods or Services	Tangible material acquired, produced, or delivered by vendor separately or in conjunction with services the vendor renders.
Hard Armor	An item of personal protective equipment that is constructed of rigid materials and is intended to protect the wearer from threats that may include ballistic threats, stabbing, fragmentation, or blunt impact, or combinations thereof; synonymous with hard armor plate and plate. (ASTM Terminology E3005)
In Conjunction With Armor	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)
Independent Contractor	A natural person, business, or corporation that provides goods or services to another entity under terms specified in a contract. An employer-employee relationship does not exist.
Insert	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)
Lead State	The state who centrally administers any resulting Master Agreement(s).
Lemon Clause	Lemon laws are American State laws that provide a remedy for purchasers of consumer goods in order to compensate for products that repeatedly fail to meet standards of quality and performance. The rights afforded to consumers by Lemon laws may exceed the warranties expressed in purchase contracts. Lemon law is the common nickname for these laws.
Lot Number	An identification number, typically found on the outside of packaging, which is assigned to a particular quantity or lot of material from a single manufacturer.
Manufacturer	A company that, as its primary business function, designs, assembles, and owns the trademark/patent and markets a product. Also referred to as vendor and contractor.
Market Basket	A list of common items in body armor and ballistics-resistant products included in this RFP.
Master Agreement	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.
NASPO ValuePoint	NASPO ValuePoint is the cooperative purchasing arm of the National Association of State Procurement Officials (NASPO), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and Political Subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.
NIJ	National Institute of Justice
NIJ Compliant Products List (NIJ CPL)	The list of models certified by NIJ to be compliant with an applicable standard.
NIJ Compliance Testing Program (NIJ CTP)	The NIJ program that certifies body armor models that meet the requirements of the most current version of the relevant NIJ standard.
NIJ Mark	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.
Order or Purchase Order	Any purchase order, sales order, delivery order, contract, or other authorized commitment voucher used by a Purchasing Entity to order the goods and/or services in the contract. An order amended consistent with the requirements of any Purchasing Entity, shall also be governed by the same terms and conditions

	presented in the contract.
Participating Addendum	A bilateral agreement executed by a vendor and a Participating Entity incorporating the Master Agreement and any other additional Participating Entity specific language or other requirements (e.g. ordering procedures specific to the Participating Entity, other terms and conditions).
Participating Entity	A state, or other legal entity, properly authorized to enter into a Participating Addendum.
Participating State	A state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity. Participating States engaged in the RFP process are not obligated to enter into a subsequent contract.
Political Subdivision	Any non-state governmental entity such as cities, towns, counties, and special districts such as school, fire, water, transportation etc. operating with a state.
Pre-existing Intellectual Property	Any confidential or proprietary information, whether patentable, copyrightable or not, created or obtained by each party prior to the effective date of the agreement.
Product	Any good, service, or other deliverable supplied or created by the vendor pursuant to the Master Agreement. The term products, supplies and services, and products and services are used interchangeably in the terms and conditions.
Product Category	This consists of: Ballistic-resistant Concealable Vest, Ballistic-resistant Tactical Vest, Stab-resistant (Spike or Edged Blade) Concealable Vest, Stab-resistant (Spike or Edged Blade) Tactical Vest, Combination (Ballistic and Spike and/or Edged Blade) Concealable Vest, Combination (Ballistic and Spike and/or Edged Blade) Tactical Vest, In Conjunction With Armor, K-9 Ballistic-resistant Vest, K-9 Stab-resistant Vest, K-9 Combination Vest, Ballistic-resistant Helmet, Ballistic-resistant Shield.
Product Category - Ballistic-resistant Accessories	This includes: Inserts, trauma packs, trauma plates, and protectors (groin, yoke, bicep, collar and throat).
Product Category Non-ballistic-resistant Accessories	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.
Proposal	The official written response submitted by a vendor in response to the Request for Proposal.
Proprietary Information	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract.
Public Record	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records.
Purchasing Entity	A state, city, county, district, Political Subdivision, and a Non-Profit Organization under the laws of some State if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.
Redacted	The process of removing confidential or proprietary information from a document prior to release of information to others.
Request for Proposal (RFP)	The entire solicitation document, including all parts, sections, exhibits, attachments, and addenda.
Services	The labor required to be performed by vendors pursuant to the contract or an order.
Soft Armor	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)
Solicitation	A written offer or attempt to purchase goods and/or services through an official proposal, evaluation, and Award process.
Stab Panel	A type of armor panel intended to provide stab resistance. (ASTM Terminology E3005)
State	The State of Colorado and any agency identified herein, and any other state who has executed a Participating Addendum to any subsequent contract resulting from an RFP.
Subcontractor	A third party, not directly employed by the vendor, who will provide goods and/or services identified in the RFP. This does not include third parties who provide support or incidental services to the vendor. Also referred to as a distributor for the purposes of this solicitation.
Tactical Vest	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)
Third Party	Someone who may be indirectly involved but is not a principal party to an arrangement, contract, deal, lawsuit or transaction.
Threat Level	The rated level of protection, according to the relevant standard for the body armor or ballistic-resistant product.
Trauma Pack	A soft insert intended to reduce backface deformation due to a ballistic impact. (ASTM Terminology E3005)
Trauma Plate	A hard insert intended to reduce backface deformation due to a ballistic impact. (ASTM Terminology E3005)
Vest	Type of body armor intended to protect the wearer's torso. (ASTM Terminology E3005)
Work	The goods and associated services that the vendor is required to provide to fulfill its obligations under the contract and each order.

Section 3: Solicitation Requirements and Information

3.1 Vendor Self-Service (VSS) and Registration

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

3.2 Issuing Office and Official Means of Communication

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

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

inaccuracy was a result of intentional misrepresentation by the state.

3.3 Inquiries and Questions

- 3.3.1** Vendors may submit inquiries and questions concerning this RFP to obtain clarification on specifications and requirements. All inquiries must be submitted via email to **Amy Risley** at amy.risley@state.co.us, and are due no later than the time shown in **Subsection 1.3, Schedule of Events**, or otherwise amended on VSS.
- 3.3.2** Distributors and/or Agents must direct all questions through the Awarded Vendor.
- 3.3.3** Please limit inquiries to only those questions that are essential in order to submit a viable proposal in response to this RFP. Requests for detailed or exhaustive information may be declined if said information is not deemed by the Lead State to be necessary in order to submit a viable proposal.
- 3.3.4** Response to vendor questions will be published as a modification on VSS. Vendors should not rely on any other information if it is not published on VSS, either written or oral, that alter any specification or other term or condition of the RFP during the open solicitation period. Vendors are NOT to contact any other state office or individual regarding this solicitation, as doing so may result in the vendor being disqualified.
- 3.3.5** The identity of potential vendors will not be published with the answers, but the text of questions may be restated, so vendors are cautioned about including context in questions that may reveal the source of questions.

3.4 Cancellation of Procurement

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

3.5 Governing Laws and Regulations

- 3.5.1** This procurement is conducted by the Lead State, Colorado Department of Personnel & Administration, State Purchasing Office, in accordance with the Lead State Procurement Code, which is available at [Colorado Legal Resources](#).
- 3.5.2** This procurement shall be governed by the laws of the Lead State. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in the City and County of Denver, Colorado.
- 3.5.3** The provisions governing choice of law and venue for issues arising after Award and during contract performance are specified in **Exhibit D, Section 34** of the **NASPO ValuePoint Master Agreement Terms and Conditions**.

3.6 Proposal Requirements

- 3.6.1** Vendor must be a Manufacturer of Body Armor or other Ballistic-resistant Products, as defined within this RFP.
- 3.6.2** Vendor must provide a minimum of one of the Products listed in order to be eligible for an award.
- 3.6.3** Vendor must submit product and pricing information as detailed in **Attachment E (Product and Price)**. This information is for evaluation purposes only and will not be inclusive of the vendor's awarded product line.
- 3.6.4** Vendor must provide any additional product and pricing information, as defined within this RFP, and if applicable.
- 3.6.5** Prices offered shall include measurements, contractor costs and any additional charges that might be incurred by a Purchasing Entity.
- 3.6.6** Vendor's proposed Body Armor must be NIJ certified, and listed on the NIJ CPL with a model status of "active". Other ballistic-resistant products must demonstrate testing to or compliance with relevant available standards. When NIJ certification is available for other ballistic-resistance products, those products must be NIJ certified and listed on the NIJ

3.7 Confidential or Proprietary Information

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

3.8 Ownership or Disposition of Proposals and Other Materials Submitted

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

3.9 Vendor’s Binding Offer and Acceptance

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

3.10 NASPO ValuePoint Master Agreement Statement of Compliance

- 3.10.1** NASPO ValuePoint Master Agreement(s) resulting from this RFP will constitute the final agreement except for negotiated terms and conditions specific to a Participating Entity’s Participating Addendum.
- 3.10.2** The Master Agreement will include, but not be limited to, the **NASPO ValuePoint Master Agreement Terms and Conditions** in **Exhibit D**, the **Scope of Work**, and selected portions of the vendor’s proposal.
- 3.10.3 Insurance**
To be eligible for award, the vendor agrees to acquire and keep in force Worker’s Compensation, Commercial General Liability and automobile liability insurance coverage from an insurance carrier or carriers licensed to conduct business in each Participating Entity’s State at the prescribed levels set forth in **Exhibit D, Section 20** of the **NASPO**

3.10.4 Reporting Requirements

- a) To be eligible for an award, the vendor must agree to provide specific summary and detailed usage reports as prescribed by **Exhibit D, Section 7** of the **NASPO ValuePoint Master Agreement Terms and Conditions**, and in **Exhibit I (NASPO ValuePoint Detailed Sales Data Report)**.
- b) Vendor shall identify the person responsible for providing the mandatory usage reports. This information must be kept current during the contract period. Awarded Vendor will provide reporting contact information as Master Agreements are executed.

3.11 Participating Entities Terms and Conditions

As a courtesy to vendors, some Participating Entities specific Terms and Conditions have been provided as Exhibits to this solicitation. These terms and conditions may be negotiated with individual Participating Entities after Award of the Master Agreement. Each State reserves the right to negotiate additional terms and conditions in its Participating Addenda.

3.12 Certification of Independent Price Determination

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

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

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

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

3.13 Firm Offers

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

3.14 Right to Accept All or Portion of Proposal

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

3.15 Order of Precedence, Incorporated Documents, Conflict and Conformity

3.15.1 Incorporated Documents

Subject to Section 3.10, each of the documents listed below will be, by this reference, incorporated into any resulting contract as though fully set forth herein:

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

3.15.2 Order of Precedence

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

- a) A Participating Entity's unique terms and conditions as presented in the Participating Addendum,
- b) The executed NASPO ValuePoint Master Agreement,
- c) An order issued against the Master Agreement,
- d) The Statement of Work,
- e) The solicitation RFP-AR-21-001, including all attachments and amendments, and any Participating Entity terms and conditions attached as Exhibits or Attachments, and
- f) Vendor's response to the solicitation RFP-AR-21-001, as revised (if permitted) and accepted by the Lead State.

3.15.3 Conflict

To the extent possible, the terms of the Master Agreement shall be read consistent and complementary. Any conflict among the documents shall be resolved by giving priority to the documents in the order listed in **Subsection 3.15.2**. Awarded Vendor's terms and conditions that apply to the Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement and an Exhibit or Attachment, subject to Sections 3.15.1 (b) and (c) and 3.15.2 (f).

3.15.4 Conformity

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

3.16 Public Opening of Proposals

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

3.17 News Releases

Vendors shall not issue news releases pertaining to this RFP and associated awards, unless prior written approval has been provided by the Lead State. Vendors shall not issue news releases concerning the issuance of a Participating Addendum without the approval of the Participating Entity issuing the Participating Addendum.

3.18 Greening Requirement

The State respects the environment and desires to do business with vendors who share this concern. Awarded Vendors agree that reports, catalogs, correspondence, or other submittals will be made on recycled paper (recycled paper meaning not less than 30% of the total weight consisting of secondary and post-consumer waste, and not less than 10% total weight consisting of post-consumer waste.)

3.19 Certification of Non-Debarment

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

Section 4: Scope of Work

4.1 Overview

- 4.1.1 Awarded Vendor(s) guarantee(s) a continuing supply and consistent quality of goods and services offered.
- 4.1.2 Awarded Vendors shall maintain compliance with all requirements of the Master Agreement and shall maintain compliance with all requirements throughout the duration of the Master Agreement.
- 4.1.3 Awarded Vendors, 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(s). If a store front is acceptable to Purchasing Entity this may be used for sizing. Measurements for body armor must be taken either by using a tape measure in accordance with ASTM E3003, *Standard Practice for Measurement of Body Armor Wearers and Fitting of Armor*, or by using sizing vests provided by the Manufacturer.
- 4.1.4 Awarded Vendor 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.
- 4.1.5 Awarded Vendor shall send notice to the Lead State, utilizing **Exhibit J (Agent and Distributor Form)** and **Attachment D (Agents and Distributors by State)** within three (3) calendar days of engaging an agent and/or distributor. The Lead State reserves the right to deny any Agent and/or distributor and will provide notification to the 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 Independent Contractor

- 4.2.1 Awarded Vendor(s) shall perform duties arising out of this solicitation as an Independent vendor, and not as an employee. Neither the Awarded Vendor(s) nor any agent, distributor or employee of the awarded vendor, shall be or deemed to be an employee or Agent of the Lead State, NASPO ValuePoint, and/or any Participating Entity.
- 4.2.2 The Awarded Vendor(s) acknowledge that the Awarded Vendor and its employees are not entitled to unemployment insurance benefits unless the vendor or a Third Party provides such coverage, and that the Lead State, NASPO ValuePoint and any Participating Entity does not pay for or otherwise provide such coverage.
- 4.2.3 The Awarded Vendor shall have no authority to bind the Lead State, NASPO ValuePoint or any Participating Entity to any agreements, liability, or understanding except as may be expressly set forth in the contract or purchase order.
- 4.2.4 The Awarded Vendor shall provide and keep in force, workers' compensation and unemployment compensation insurance coverage in the amount required by law, and shall be solely responsible for the acts of the vendor, its employees, agents and distributors.

4.3 Agents and Distributors

- 4.3.1 Awarded Vendors can engage agents and/or distributors to provide goods and/or services.
- 4.3.2 In the event an Awarded Vendor elects to use Agents and/or distributors in the performance of the specifications, the Awarded Vendor shall serve as the primary vendor, and shall be fully accountable to the state for assuring that the Agents and/or distributors comply with the terms and conditions of the resulting contract between the Lead State and the primary vendor, and shall be liable in the event Agents and/or distributors fail to comply with such terms and conditions. An Awarded Vendor must disclose to the Lead State, all agents, and/or distributors that provide goods and/or services.
- 4.3.3 Agents and/or distributors shall be expected to stay current with vendor products, pricing and Award requirements.

4.4 Product Standards

Proposed Body Armor Products must meet the NIJ standards listed below for the applicable products, until new standards are published and transition dates specified for those new standards occur (*Note: Not all products have available standards as of the date of this RFP*):

- 4.4.1 Ballistic Resistance of Body Armor, NIJ Standard-0101.06 (2008).
- 4.4.2 Stab Resistance of Personal Body Armor, NIJ Standard-0115.00 (2000).
- 4.4.3 NIJ Standard for Ballistic Helmets, NIJ Standard-0106.01 (1981).
- 4.4.4 NIJ Standard for Ballistic Resistant Protective Materials, NIJ Standard-0108.01 (1985).
- 4.4.5 NIJ Ballistic Resistance of Body Armor, NIJ Standard-0101.07 (TBD) The new standard is not published as of the date of the RFP but will be required during the contract cycle. Guidance will be provided when standards are released. Specific guidance with regards to transition period will be provided by the Lead State after the NIJ Standard is released.
- 4.4.6 Stab Resistance of Personal Body Armor, NIJ Standard-0115.01 (TBD) The new standard is not published as of the date of the RFP but will be required during the contract cycle.

4.5 Product Category

- 4.5.1 **Ballistic-resistant Vest:** NIJ Standard-0101.06 Protection Levels IIA, II, IIIA, 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.
- 4.5.2 **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.
- 4.5.3 **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 the NIJ 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.
- 4.5.4 **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 specified model(s) of body armor listed on the NIJ Ballistic Armor CPL. The ballistic panels shall have the NIJ mark on the label.
- 4.5.5 **K-9 Ballistic-resistant Vest:** There is no NIJ standard or Compliance Testing Program for K-9 body armor. Awarded Vendors often claim NIJ Standard-0101.06 Protection Levels IIA, II, IIIA, III, and IV.
- 4.5.6 **K-9 Stab-resistant Vest:** There is no NIJ standard or Compliance Testing Program for K-9 body armor. Awarded Vendors often claim NIJ Standard-0115.00 Spike or Edged Blade Protection Levels 1, 2, and 3.
- 4.5.7 **K-9 Combination Vest:** There is no NIJ standard or Compliance Testing Program for K-9 body armor. Awarded Vendors often claim NIJ Ballistic and Spike and/or Edged Blade protection.

- 4.5.8 Ballistic-resistant Helmets:** As of the date of this RFP, 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). Awarded Vendors often claim protection for helmets and face shields against the threats specified in NIJ Standard-0101.06 (standard for ballistic-resistant body armor), Protection Levels IIA, II, and IIIA.
- 4.5.9 Ballistic-resistant Shields:** As of the date of this RFP, 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), and Awarded Vendors often claim protection against the threats specified in NIJ Standard-0101.06 (standard for ballistic-resistant body armor), Protection Levels IIA, II, IIIA, III, and IV.
- 4.5.10 Carriers:** Carriers are an integral part of a vest (providing no ballistic protection), and some types of carriers are: concealable, uniform shirt, and tactical.
- 4.5.11 Accessories:**
- a) Ballistic-resistant:** As of the date of this RFP, 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

4.6 Product Specifications

- 4.6.1** Body Armor and Ballistic-Resistant Products must be ordered new and unused, and shall not contain re-used/remanufactured or re-purposed components.
- 4.6.2** Body Armor and Ballistic-Resistant Products shall be constructed identically to the original model tested and certified to comply with the NIJ standards referenced in this solicitation.
- 4.6.3** All materials and construction shall be the same as reported to NIJ in the “Build Sheet”, which lists the materials and construction for the model.
- 4.6.4** Workmanship shall be first quality, with no defects that might affect performance, wearability, or durability of the vest.
- 4.6.5** 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.
- 4.6.6** 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.
- 4.6.7** 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*.
- 4.6.8** 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.
- 4.6.9** All Body Armor Products that include the option of additional trauma packs, trauma plates, or inserts shall have the pocket permanently secured to the carrier on three sides

(both sides and the bottom).

- 4.6.10** All fasteners, including hook and pile (Velcro), non-directional snaps, webbing, side release buckles, fastex buckles, and zippers, shall be the same color as the carrier.
- 4.6.11** 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 vendor.
 - b)** Location of Awarded Vendor.
 - 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.
- 4.6.12** Vendor, agent, and/or distributor must have the serial numbers stored in a readily accessible database.
- 4.6.13** Ballistic-resistant components must have at least a 5-year Awarded Vendor's warranty.
- 4.6.14** All carriers must have at least an 18-month Awarded Vendor's warranty.
- 4.6.15** Warranty periods specified shall begin when Body Armor Products are delivered and accepted following inspection by Purchasing Entity.
- 4.6.16** All fasteners, including hook and pile (Velcro®), non-directional snaps, webbing, side release buckles, fastex buckles, and zippers, shall be the same color as the carrier.

4.7 Customer Service

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

4.8 Ordering and Invoicing Specifications

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

- 4.8.3** All orders, regardless of quantity, shall be delivered to Purchasing Entities within sixty (60) calendar days after Manufacturer receipt of order.
- 4.8.4** The vendor must coordinate delivery with the Purchasing Entity specified on the order.
- 4.8.5** Body Armor improperly fitted to an individual wearer shall be adjusted or replaced and delivered to the individual within thirty (30) calendar days by the vendor at no expense to the Purchasing Entity.
- 4.8.6** Product invoice shall contain, at a minimum:
 - a) Name of Purchasing Entity.
 - b) Order date.
 - c) Description of the product ordered.
 - d) NIJ CPL model designation and Threat Level.
 - e) Serial number.
 - f) Price.
 - g) Any additional information required by the Participating Entity.

4.9 Packaging Requirements

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

4.10 Delivery Requirements

- 4.10.1** All deliveries must be FOB Destination; freight prepaid by the vendor, to the Purchasing Entity's specified location. Responsibility and liability for loss or damage for all orders will remain with the vendor until final inspection and acceptance, when responsibility will pass to the Purchasing Entity, except the responsibility for latent defects, fraud, and the warranty obligations.
- 4.10.2** All deliveries shall be made during normal working hours, which may vary for each Purchasing Entity of each Participating State.
- 4.10.3** It shall be the responsibility of the vendor to be aware of the delivery days and receiving hours for each Purchasing Entity.
- 4.10.4** The Purchasing Entity shall not be responsible for any additional charges, should the vendor fail to observe specific delivery days and receiving hours.
- 4.10.5** The delivery days and delivery hours shall be established after contract award by each individual Purchasing Entity.

4.11 Ballistic Panel Recycling

- 4.11.1** Vendors are encouraged to facilitate recycling of used ballistic panels on behalf of Purchasing Entities.
- 4.11.2** Recycling programs may be operated in-house by the vendor, or through contractual or other arrangements which the vendor shall establish with reputable domestic firms who have an established history of recycling ballistic materials and providing chain of custody documentation.
 - 4.11.2.1** Expired, unsafe and aged ballistic vests and other personal protection gear are transported to a processor where the material is processed and rendered unusable in ballistic protection applications. After the deconstruction of ballistic panels and/or other technical materials, the fiber is converted into end-use items such as gloves, brake pads, boat ropes, tire treads, etc. This will aid in keeping sensitive ballistic material out of circulation.

- 4.11.3 Recycled ballistic panels shall be tracked by serial number throughout the recycling process.

Section 5: Proposal Submission Instructions

5.1 Overview and General Requirements

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

5.2 Sealed Proposal Submission

5.2.1 Hard Copy Submission

- a) One (1) original copy of proposal (and marked as "**Master**"), and two (2) identical copies, must be received in hardcopy, with all Attachments, **no later than Wednesday, August 12, 2020, 1:00 p.m. (MDT)** at the following address:

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

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

Vendor Name, RFP-AR-21-001, August 12, 2020, 1:00 p.m. (MDT)

- b) One (1) USB flash drive, (No CD's or DVD's) must be included in the sealed proposal package/box which contains a single PDF file with the entire proposal with sections clearly marked as follows:

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

Section 2: Executive Information – Proposal Summary, Proposal Requirements and NASPO ValuePoint Terms and Conditions.

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

Section 4: Technical Response – On-site Response Time (Attachment F), and copies of the response to the warranties, Delivery Time and the Recycling Program questions.

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

Section 6: Confidential Information (if applicable) – Please provide very specific details and information regarding what within the proposal is considered confidential. (Note - the entire proposal may not be considered confidential)

5.3 Response Format

Vendors **“Master”** response shall consist of the following:

5.3.1 Section 1: Administrative Documents

This section includes:

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

5.3.2 Section 2: Executive Information

This section includes:

a) **Tab 1: Proposal Summary**

Vendors must highlight the major features* of the proposal. The Proposal Summary must adhere to the following:

- 1) Summary shall be on vendor letterhead.
- 2) Summary shall not exceed two (2) pages.

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

b) Tab 2: Proposal Requirements

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

c) Tab 3: NASPO ValuePoint Terms and Conditions

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

5.3.3 Section 3: Agent and Distributor Information

This section must include:

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

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

5.3.4 Section 4: Technical Response

This section must include:

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

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

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

b) Tab 2: Warranties

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

c) Tab 3: Delivery Time

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

d) Tab 4: Recycling Program

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

5.3.5 Section 5: Cost Response

This section is for evaluation purposes only and does not constitute the full Product Category line that a vendor may be awarded.

This section must include:

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

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

- 1) Vendors must provide a response to at least one of the product categories listed in the Market Basket.
- 2) Vendors are not required to submit a response for any of the product categories listed in the Non-Market Basket.
- 3) Any product categories that the vendor does not submit a response for will not be considered for Award.
- 4) All pricing for the Market Basket product categories must be FOB Destination, Freight Prepaid and allowed.
- 5) Pricing for the Non-Market Basket Product categories must be expressed as a minimum discount percentage from MSRP.
- 6) Only product categories that are listed on **Attachment E** will be considered for Award. Any additional product categories that a vendor may list will not be considered.
- 7) Vendors must print a copy of the product and price tab and include it in this section of their proposal.

b) Tab 2: Vendor Price List

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

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

5.3.6 Section 6: Past Experience

Vendors past experience in providing similar products or services to Military, Law Enforcement, states or other municipalities.

5.3.7 Section 7: Confidential Information

In accordance with **Subsection 3.7, Confidential or Proprietary Information**, vendors must segregate any confidential or proprietary information (if applicable) and include it in this section. If the proposal does not contain any confidential information, then the vendor should clearly indicate that in this area.

Section 6: Evaluation and Award Selection Process

6.1 Evaluation Process

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

6.2 Evaluation Criteria

Proposals will be evaluated based on predetermined criteria outlined below. While numeric evaluations may be used in some aspects of the process to identify strengths and weaknesses of proposals, the final decision will be a business decision.

Per Section 6.1.3, Vendor must comply with all standards that are set in Sections 4.4, 4.5, and 4.6 and products must be NIJ certified. **This will be evaluated on a 'Pass/Fail' basis prior to review of the Evaluation Criteria.**

Cost/Pricing - 30 points

Represents the best value to meet states' needs.

Technical Component - 50 points

- a) Vendors on-site response time.
- b) Total number of states that the vendor can provide service in.
- c) Vendors delivery time frame.
- d) Additional warranties offered.
- e) Vendors recycling plan.
- f) Agents and Distributors by state.

Past Experience - 10 points

Vendors past experience in providing similar products or services to Military, Law Enforcement, states or other municipalities.

Executive Information - 10 points

- a) Per Subsection 5.3.2, major features of proposal have been hi-lighted.
- b) Ability to meet RFP requirements.
- c) Ability to comply with NASPO ValuePoint's Contract terms and conditions.

6.3 Award Methodology

- 6.3.1 The proposal(s) identified as most advantageous to the state will be Awarded a Contract. A "Decision Memorandum" will document the basis for the Award decision. The State Purchasing Office will post the "Notice of Intent to Award" on VSS.
- 6.3.2 The Lead State in its sole discretion reserves the right to waive minor irregularities in the proposal, which include but are not limited to, corrections of deficiencies or clarification of ambiguities that in the judgment of the Lead State do not require a comprehensive proposal rewrite. The Lead State also reserves the right, in its sole discretion, to waive

certain requirements, provided that all of the otherwise responsive proposals fail to meet the same requirements, and the failure to do so does not materially affect the procurement.

- 6.3.3** The state reserves the right to make Awards based on initial proposals, so vendors are encouraged to submit their most favorable proposal at the time established for receipt of proposals. Vendors not meeting the requirements identified in the RFP shall be ineligible for further consideration. The state may conduct discussions with vendors for the purpose of promoting understanding of the state's requirements and the vendor's proposal, to clarify requirements, including, but not limited to best and final offer (BAFO). Clarifications or BAFO's to proposals, if permitted, shall be requested in writing from vendors and responses by the vendor submitted in writing by a specific deadline identified in the state's request for information.
- 6.3.4** The vendor is responsible to provide requested information. Failure of the vendor to provide any information requested in this RFP may result in disqualification of the proposal.
- 6.3.5** Vendors may be required to furnish samples of product for evaluation prior to Award. Samples furnished must conform exactly to the specifications herein unless otherwise specified by the state. Samples furnished with deviations must be clearly marked. When required and at the state's written request (email is acceptable), samples shall be furnished by the vendor within seven (7) calendar days upon request and are provided at the expense of the vendor. Samples not provided in accordance with the specifications or within the time specified may result in rejection of the proposal. A successful vendor's samples may be retained for comparison with products delivered under the contract. For non-awarded vendors, samples will not be returned unless the vendor indicates the requirement to do so at the time the sample is furnished, and then only at the vendor's expense. Failure to arrange for pick up of released samples within thirty (30) calendar days will result in disposal by the state of the samples. During the proposal evaluation process, the state reserves the right to request further details, including formulations, to clarify specifications; and such will be identified as confidential and used for evaluation purposes only.
- 6.3.6** The apparent successful vendor(s) may be required to submit an audited financial statement for the most current reported period and a reasonable number of previous years (in order of preference), in order to assist the state in making its determination of vendor responsibility in accordance with §24-103-401, C.R.S. Such audited financial statements shall have been reviewed by a certified public accountant, a third-party prepared financial statement if an audited or reviewed statement is not available, or another financial statement prepared in the routine course of the vendor's business; and such documents are provided by the vendor to the state at no cost to the state.

6.4 Notice of Intent to Award

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

6.5 Protested Solicitations and Awards

- 6.5.1** Any actual or prospective vendor who is aggrieved in connection with the solicitation or Award of a Contract may protest to: John Chapman, State Purchasing Manager, State of Colorado, State Purchasing & Contracts Office, 1525 Sherman Street, 3rd Floor, Denver, CO 80203 or john.chapman@state.co. The written protest shall be submitted in writing within ten (10) business days after such aggrieved person knows, or should have known, of the facts giving rise to the protest. (See C.R.S. Title 24 Article 109).
- 6.5.2** C.R.S Title 24, Article 109, Section 104, Entitlement to Costs, in part states: When a protest is sustained administratively or upon administrative or judicial review and the protesting vendor or vendor should have been Awarded the Contract under the

solicitation but, due to defect in the solicitation, was not, the protestor shall be entitled to the reasonable costs incurred in connection with the solicitation, including proposal preparation costs. No other costs shall be permitted and reasonable costs shall not include attorney fees.

6.6 Post Award Formalization of the Master Agreement

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

Exhibit A – Participating Entities

RFP-AR-21-001 Body Armor Products

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

- Idaho
- Illinois
- Montana
- Maine
- New Mexico
- Virginia
- Washington

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

Exhibit B – Spend Totals for Current Master Agreements See Exhibit B

Exhibit C – State of Colorado Model Contract RFP-AR-21-001 Body Armor Products See Exhibit C

Exhibit D – NASPO ValuePoint Master Agreement Terms and Conditions

RFP-AR-21-001 Body Armor Products See Exhibit D

Exhibit E – State of Illinois Terms and Conditions

**RFP-AR-20-001
Body Armor Products
See Exhibit E**

Exhibit F – State of Maine Terms and Conditions

**RFP-AR-20-001
Body Armor Products
See Exhibit F**

Exhibit G – State of Montana Terms and Conditions

**RFP-AR-21-001
Body Armor Products
See Exhibit G**

Exhibit H – State of New Mexico Terms and Conditions

**RFP-AR-21-001
Body Armor Products
See Exhibit H**

Exhibit I – NASPO ValuePoint Detailed Sales Data Report

**RFP-AR-21-001
Body Armor Products
See Exhibit I**

Exhibit J – Agent and Distributor Form

**RFP-AR-21-001
Body Armor Products
See Exhibit J**

Exhibit K – State of Virginia Terms and Conditions

**RFP-AR-21-001
Body Armor Products
See Exhibit K**

Attachment A – Proposal Checklist

Also attached

RFP-AR-21-001
Body Armor and Ballistic- Resistant Protective Products

HARD COPY SUBMISSION		
Section 1: Administrative Documents		Completed (indicate with √ or "N/A")
Tab 1	Proposal Checklist (Attachment A)	
Tab 2	Response Sheet (Attachment B)	
Tab 3	Colorado Secretary of State Certificate of Good Standing	
Tab 4	W-9 Request for Taxpayer Identification Number and Certification (Attachment C)	
Tab 5	Vendor Disclosure Statement (Attachment G)	
Section 2: Executive Information		
Tab 1	Proposal Summary	
Tab 2	Proposal Requirements	
Tab 3	NASPO ValuePoint Terms and Conditions	
Section 3: Agent and Distributor Information		
Tab 1	Printed copy of the completed "All States" tab from the Agents and Distributors by State (Attachment D) spreadsheet	
Section 4: Technical Response		
Tab 1	On-site Response Time (Attachment F)	
Tab 2	Warranties	
Tab 3	Delivery Time	
Tab 4	Recycling Program	
Section 5: Cost Response		
Tab 1	Printed copy of the completed Product and Price (Attachment E) spreadsheet	
Tab 2	Printed copies of the Vest Price List and Carrier Price List (if applicable)	
Section 6: Confidential Information (if applicable)		
USB FLASH DRIVE, DVD OR CD SUBMISSION		
"Master"	Contains Folders (and associated information) 1, 2, 3, 4, 5 and 6 (if applicable)	
"Public Records"	Contains Folders (and associated information) 1, 2, 3, 4, and 5	
"Master and Public Records"	Contains Folders (and associated information) 1, 2, 3, 4, and 5	
Note: vendor will either submit: 1. One "Master" USB flash drive, DVD or CD, and one "Public Records" USB flash drive or CD, OR 2. One "Master and Public Records" USB flash drive, DVD or CD		

Attachment B – Response Sheet

RFP-AR-21-001
Body Armor Products

See Attachment

Attachment C – W9 Request for Taxpayer Identification Number and Certification

**RFP-AR-21-001
Body Armor Products
See Attachment**

Attachment D – Agents and Distributors by State

**RFP-AR-21-001
Body Armor Products
See Attachment**

Attachment E – Product and Price

**RFP-AR-21-001
Body Armor and Ballistic-Resistant Protective Products
See Attachment**

Attachment F – On-site Response Time

**RFP-AR-21-001
Body Armor and Ballistic-Resistant Protective Products
Also attached**

Vendor Name:

Instructions:

Below are various response times for on-site vest measurement(s), determined after receipt of order from the purchasing entity, based on distance from the customer and the number of vests ordered.

For the distance listed, indicate in the form of a range how many vests would qualify to meet the adjacent response time (for example: 1-15, 15-25 etc.). If "Other," indicate the number of vests and the "Other Time Proposed" in the corresponding column.

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

Attachment G – Vendor Disclosure Statement

RFP-AR-21-001

Body Armor and Ballistic-Resistant Protective Products

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

Contract Performance Outside the United States or Colorado

Colorado Revised Statute 24-102-206

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

No ☐ Yes ☐

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

- 2) Where will the services be performed under the Contract, including any subcontracts? (List country(ies) and/or state(s).
- 3) Explain why it is necessary or advantageous to go outside of the United States or the State of Colorado to perform the Contract or any subcontracts.

Service Disabled Veteran Owned Small Business (SDVOSB)

Colorado Revised Statute 24-103-211

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

No → Yes →

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

Signature of vendor Authorized Signatory

Date

Printed Name and Title of Signatory

Printed Company Name